



A G E N D A
CITY OF WAUPUN SPECIAL COMMON COUNCIL
MEETING
City Hall 201 E Main Street, Waupun WI
Tuesday, March 26, 2024 at 5:30 PM

VIRTUAL AND TELECONFERENCE ACCESS AVAILABLE

Join Virtually: <https://us02web.zoom.us/j/81976994115?pwd=T0hORVFNTDFjMXV4ZGliV3A5eDIOUT09>

Join Teleconference: 1 312 626 6799

Meeting ID: 819 7699 4115

Passcode: 697657

CALL TO ORDER

ROLL CALL

ORDINANCES

- [1.](#) Review of Ordinance Development Pipeline (Discussion)
- [2.](#) Amend Ch.16.11 entitled Zoning Code- Signs for use of Projecting Signs
- [3.](#) Amend Ch.16.01(10) entitled Zoning Code-Zoning Map for the rezoning of Heritage Ridge Subdivision
- [4.](#) Amend Ch.11.02 entitled Licenses and Permits-Peddlers, Solicitors and Transient Merchants for the inclusion of Food Trucks
- [5.](#) Amend Ch.11 Licenses and Permits for the Creation of a Public Art Ordinance

CONSIDERATION - ACTION

- [6.](#) Future Meetings & Gatherings, License and Permit Applications, Expenses
- [7.](#) City Hall Reroof Existing Ballasted Roofs with EPDM Adhered Roof System Bid Award
- [8.](#) MSA Professional Services Agreement -2024 Stormwater Quality Master Plan Update
- [9.](#) Lieutenant of Investigations Job Description
- [10.](#) Accounting Specialist Job Description
- [11.](#) Youth Sports Grant Awards (Recommendations from Recreation Commission)

DISCUSSION -INFORMATIONAL

- [12.](#) 2023 Annual MS4 Report
- [13.](#) Purchasing Policy Workflow

RECOGNITION OF PROMOTION-OATH OF OFFICE DEPUTY POLICE CHIEF

ADJOURNMENT

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact the City Clerk at 920-324-7915.



AGENDA SUMMARY SHEET

MEETING DATE: 3/26/2024

TITLE: Review of Ordinance Development Pipeline
(Discussion)

AGENDA SECTION: ORDINANCES

PRESENTER: Kathy Schlieve, Administrator

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
High Performance Government	--	

ISSUE SUMMARY:

Staff will provide an update on a new ordinance pipeline tool that has been created and is attached. As part of a regular cadence, we will provide monthly updates on progress for each of the ordinances being worked on within the pipeline.

STAFF RECOMMENDATION:

Discussion Only

ATTACHMENTS:

Ordinance Pipeline Document

RECOMMENDED MOTION:

Discussion only

City of Waupun City of Waupun Ordinance Revision Progress Timeline

Muni. Code Chapter	Description	Status	Date	Priority	Deadline	Requested By	Assigned To	Additional Notes
11.02	Peddler, Solicitors, and Transient Merchants and Mobile Food Trucks	Researching	3/18/2024	High	6/1/2024	Kathy	Casey	Initial Discussion with Council 3/26/24
8	Sexting	Complete	5/3/2023	Done		Jeremy		
16.13	Home Occupations	Researching	3/1/2024	Med	6/1/2024	Kathy	Casey	
16	Tires	Researching	3/1/2024	High	6/1/2024	Kathy	Casey	Contacting area businesses to review proposed ordinance changes to ensure whatever is brought forward is not overly restrictive to prevent normal business operaiton before finalizing draft.
11	Public Art	Researching	3/18/2024	High	6/1/2024	Kathy	Casey	Initial Discussion with Council 3/26/24
18	Municipal Court Fees	In Draft Form	2/13/2024	High	6/1/2024	Municipal Judge	Jeremy	Moving to draft form - consistent with Judge Snow request/explanation
8	Truancy	In Draft Form	2/13/2024	High	6/1/2024	Municipal Judge	Jeremy	Moving to draft form - consistent with Judge Snow request/explanation
2	Remote Meeting Attendance / Voting	Researching	3/22/2024	High	6/1/2024	Kathy	Casey	
16	Projecting Signage Amendment	1st Presentator	3/20/2024	High	6/1/2024	BID	Kathy	Plan Commission held public hearing; ordinance changes recommended to council for first read March 26, 2024
9	Nuisance	Researching	1/1/2022	Med	8/30/2024	Fire Dept	Attorney	
16	Fence	Researching	1/1/2022	Med	8/30/2024	Building Inspector	Zoning Administrator	
8	Dog Leash	Researching	2/1/2024	High	6/1/2024	Jeremy		
	Fee Schedule	Researching	11/1/2023	Med	10/15/2025	Casey	Casey	
8 and 11	Vaping	Researching	3/22/2024	High		Angie	Angie	
11	Liquor License Changes	Researching	3/22/2024	High		Angie	Angie	
25	Downtown Design Guidelines	Researching	3/19/2024	Med	8/3/2024	CDA	Kathy	

ORDINANCE # 24 - ____

AN ORDINANCE TO AMEND CHAPTER SIXTEEN OF THE MUNICIPAL CODE OF THE CITY OF WAUPUN ENTITLED "ZONING CODE."

THE COMMON COUNCIL OF THE CITY OF WAUPUN ORDAINS:

SECTION 1: Section 16.11 of the Municipal Code of the City of Waupun entitled "SIGNS" is amended as follows:

SECTION 16.11[(2a) entitled "CONDITIONAL USE – Projecting Signs" is repealed in its entirety.

SECTION 16.11(5)(e) is repealed in its entirety.

SECTION 16.11(4) Type 11 entitled PROJECTING SIGNS is amended to read as follows

Type 11. Projecting signs advertising businesses or institutions not exceeding 10 square feet in area located on the premises.

- (a) One projecting sign may be permitted for each business address provided no ground sign is located on the property.
- (b) No part of any projecting sign shall extend further than five feet from the face of the building.
- (c) No part of any projecting sign shall be less than ten feet from the grade underneath
- (d) No projecting sign shall extend above the second story window sill or extend above the roof line, whichever is lower.
- (e) Any sign projecting from a building shall be securely and safely anchored thereto so as not to swing, with rigid rods, taut cables or chains, all of rust resistant materials.

SECTION 2: All ordinances or portions of ordinances inconsistent with the provisions of this ordinance are repealed.

SECTION 3: This Ordinance shall be in full force and effect on its passage and publication as provided by law.

Enacted this _____ day of _____, 2024.

Rohn W. Bishop
Mayor

ATTEST:

Angela Hull
City Clerk

16.11 SIGNS.

- (1) PERMIT AND CONFORMANCE REQUIRED. No sign shall hereafter be located, erected, moved, reconstructed, extended, enlarged, converted, or structurally altered without a permit and without being in conformance with the provisions of this Ordinance. The sign shall also meet all the structural and permit requirements of the Building Code.
- (2) EXISTING NONCONFORMING SIGNS. Signs lawfully existing at the time of the adoption or amendment of this Ordinance may be continued although the use, size, or location does not conform with the provisions of this Ordinance. However, it shall be deemed a nonconforming use or structure.

~~[(2a) CONDITIONAL USE.] Projecting signs shall be permitted only as conditional uses in all Business Districts and Institutional Districts.~~

- (3) PERMITTED LOCATION OF SIGNS.

Zoning District	Types of Signs Permitted
R-1, R-2, R-6	1, 2, 7, 9
R-3	1, 2, 7, 8, 9
R-4, R-5	1, 2, 3, 7, 9
B-1	4, 7, 9, 11
B-2, B-3, B-6, M-1, M-2, IN	5, 7, 11
B-4, B-5	6, 7, 11
C	7
PD	2, 7, 9
A	2, 7, 9, 10

- (4) TYPES OF SIGNS, MAXIMUM SIZE AND LOCATION.

Type 1 . Signs over show windows or doors of a nonconforming business establishment announcing without display or elaboration only the name and occupation of the proprietor and not to exceed 2 feet in height and 10 feet in length; bulletin boards for public, charitable or religious institutions, recreational areas, and community centers not to exceed 8 square feet in area located on the premises.

Type 2 . Signs advertising a home occupation not exceeding 2 square feet and located on the premises.

Type 3 . Signs advertising boarding or rooming houses not exceeding 8 square feet and located on the premises.

Type 4 . Signs advertising utilities, banks, and savings and loan associations not to exceed 30 square feet; signs for clinics and hospitals not to exceed 30 square feet for clinics and 150 square feet for hospitals located on the premises.

Type 5 . Wall signs placed against the exterior walls of buildings not extending more than 10 inches outside of a building's wall surface, not exceeding 500 square feet in area above the lowest point of the roof; ground signs not exceeding 30 feet in height above the mean centerline street grade, meeting all yard requirements for the district in which it is located, not exceeding 100 square feet on one side, not 200 square feet on all sides for any one premises; roof signs not exceeding 10 feet in height above the roof, meeting all the yard and height requirements for the district in which it is located, and not exceeding 300 square feet on all sides for any one premises.

Type 6 . Wall signs placed against the exterior walls of buildings not extending more than 10 inches outside of a building's wall surface, not exceeding 500 square feet in area for any one premises, and not extending 2

feet above the lowest point of the roof; ground signs not exceeding 50 feet in height above the mean centerline street grade, meeting all yard requirements for the district in which it is located, not exceeding 100 square feet on one side nor 200 square feet on all sides for any one premises; roof signs not exceeding 10 feet in height above the roof, meeting all the yard and height requirements for the district in which it is located, and not exceeding 300 square feet on all sides for any one premises.

Type 7. Official signs, such as traffic control, parking restrictions, information and notices; temporary signs or banners when authorized by the Zoning Administrator for a maximum of 30 days; memorial signs, tablets, names of buildings, and date of erection when cut into any masonry surface or when constructed of metal and affixed flat against a structure.

Type 8. Signs advertising nursing homes, condos, and apartment complexes not exceeding 20 square feet in area per side located on the premises.

Type 9. Name, occupation, and warning signs not to exceed 4 square feet in area located on the premises.

Type 10. Signs advertising the sale of farm products produced on the premises not to exceed 8 square feet.

Type 11. Projecting signs advertising businesses or institutions not exceeding 10 square feet in area located on the premises.

- (a) One projecting sign may be permitted for each business address provided no ground sign is located on the property.
- (b) No part of any projecting sign shall extend further than five feet from the face of the building.
- (c) No part of any projecting sign shall be less than ten feet from the grade underneath
- (d) No projecting sign shall extend above the second story window sill or extend above the roof line, whichever is lower.
- (e) Any sign projecting from a building shall be securely and safely anchored thereto so as not to swing, with rigid rods, taut cables or chains, all of rust resistant materials.

(5) PROHIBITED CHARACTERISTICS OF SIGNS.

- (a) No sign shall contain, include, or be composed of any conspicuous animated or moving part.
- (b) No sign shall contain, include, or be illuminated by flashing lights except for those providing time and temperature where each cycle is not less than 2 seconds.
- (c) No sign shall resemble, imitate, or approximate the shape, size, form, or color of railroad or traffic signs, signals, or devices. Signs shall not obstruct or interfere with the effectiveness of railroad or traffic signs, signals, or devices. No sign shall be erected, relocated, or maintained so as to prevent free ingress to or egress from any door, window, or fire escape. No sign shall be placed so as to obstruct or interfere with traffic visibility.
- (d) No sign shall be portable or insecurely anchored to the ground.
- ~~(e) No sign shall project out from the structure to which it is attached, unless permitted as a conditional use.~~

ORDINANCE # 24 - ____

**AN ORDINANCE TO AMEND CHAPTER SIXTEEN OF THE MUNICIPAL CODE
OF THE CITY OF WAUPUN ENTITLED "ZONING ORDINANCE."**

THE COMMON COUNCIL OF THE CITY OF WAUPUN ORDAINS:

SECTION 1: Section 16.01(10) of the Municipal Code of the City of Waupun entitled "Zoning Map" is amended to provide as follows: real estate currently owned by the City of Waupun and described as Lots 1, 2, 3, 4, 5, 7 and 8 of Heritage Ridge Subdivision, and Outlot 1 of Heritage Ridge Subdivision being presently zoned in the B-3 Shopping Center Business District is rezoned to the PCD – Planned Community Development District.

SECTION 2: This Ordinance shall be in full force and effect on its passage and publication as provided by law.

Enacted this ____ day of _____, 2024.

Rohn Bishop
Mayor

ATTEST:

Angela Hull
City Clerk



AGENDA SUMMARY SHEET

MEETING DATE: 3/26/2024

TITLE: Amend Ch.11.02 entitled Licenses and Permits-Peddlers, Solicitors and Transient Merchants for the inclusion of Food Trucks

AGENDA SECTION: ORDINANCES

PRESENTER: Kathy Schlieve, Administrator

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
High Performance Government	Budget Neutral	

ISSUE SUMMARY:

The Food Truck Alley is currently out to bid and we are seeing an increasing presence of food trucks for other events in our community. We currently lack an ordinance to regulate operations of food trucks. Staff is recommending creation of an ordinance to outline requirements, locations and to require a permit. This is a general discussion to establish direction with a draft ordinance provided.

STAFF RECOMMENDATION:

Discussion

ATTACHMENTS:

DRAFT Food Truck Ordinance

RECOMMENDED MOTION:

ORDINANCE NUMBER 23- ____

AN ORDINANCE TO REVISE CHAPTER 11 OF THE MUNICIPAL CODE OF THE CITY OF WAUPUN ENTITLED LICENSES AND PERMITS AMENDING SECTION 11.02 PEDDLER, SOLICITORS, AND TRANSIENT MERCHANTS AND CREATING SECTION 11.025 MOBILE FOOD VENDORS

THE COMMON COUNCIL OF THE CITY OF WAUPUN, DO ORDAIN:

SECTION 1: Section 11.02 of the Municipal Code of the City of Waupun entitled Peddlers, Solicitors, and Transient Merchants will be amended as follows:

11.02 PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS.

(1) LICENSE REQUIRED. It shall be unlawful for any peddler, solicitor or transient merchant, as defined in subsection (2) of this section, to engage in any such business within the City without first obtaining a license therefore in compliance with the provisions of this section.

(2) DEFINITIONS. When used in this section, the following terms shall have the following meanings:

(a) Peddler shall include any person who goes from house to house, from place to place or from street to street, conveying goods, wares or merchandise or offering or exposing the same for sale, or making sales and delivering articles to purchasers. It shall not include venders of milk, bakery products, groceries or others who distribute their products to regular customers on established routes.

(b) Solicitor shall include any person who goes from house to house, from place to place, or from street to street, soliciting or taking or attempting to take orders for sale of goods, wares or merchandise, including magazines, books, periodicals or professional property of any nature whatsoever, for future delivery, or for service to be performed in the future, whether or not such individual has, carries or exposes for sale a sample of the subject of such order, or whether or not he is **they** collecting advanced payments on such orders.

(c) Transient Merchant shall include any person, whether as owner, agent, consignee or employee, who engages in a temporary business of selling and delivering goods, wares and merchandise within the City, and who, in furtherance of such purpose, hires, leases, uses or occupies any building, structure, motor vehicle, trailer, tent, hotel or lodging room, apartment, shops or any street, alley or other place within the City, for the exhibition and sale of such goods, wares and merchandise either privately or in public, provided that, such definition shall not be construed to include any person who, while occupying such temporary location, does not sell from stock, but exhibits samples for the purpose of securing orders for future delivery only. This definition shall specifically include those persons engaged in the taking of and sale of photographs and the sale and service of hearing aids within the City.

The person engaged as a transient merchant shall not be relieved from complying with the provisions of this section merely by reason of associating temporarily with any local dealer, trader or merchant, or by conducting such business in connection with, as a part of or in the name of any local dealer, trader or merchant.

(3) EXCEPTIONS. The terms of this section shall not be held to include the acts of the following persons:

- (a) Newsboys with established routes.
- (b) The acts of merchants or their employees in taking orders, at the houses of their regular customers who expect them to call, for goods held by the merchant in stock at established places of business in the City.
- (c) Acts of merchants and their employees in delivery of such goods.
- (d) To persons selling personal property at wholesale to dealers in such articles.
- (e) To a farmer or truck gardener who shall vend, sell or dispose of, or offer to vend, sell or dispose of, the products of the farm or garden occupied and cultivated by him in this state.
- (f) To an exsoldier to whom the State has issued a peddler's license because of ~~his~~ **their** physical disability.
- (g) To a nonprofit service club chapter or a nonprofit educational institution based within the City, or to any other nonprofit charitable or recreational organization with a local chapter based in the City.

(4) APPLICATION. Applicants for a license under this section shall file a sworn application in writing with the City Clerk. Such application shall be on a form furnished by the Clerk and shall contain information indicating the name and address of the applicant; the address within the City from which the proposed business is to be conducted; a brief description of the nature of the business and the goods to be sold or services to be rendered; the name and address of the employer or principal of the applicant, together with credentials establishing the exact relationship; the length of time for which the right to do business is desired; the source of supply of the goods or property proposed to be sold and the proposed method of delivery; the names of at least 2 property owners in the City who will certify as to the applicant's good character and business respectability, or in lieu thereof, such other available evidence as to the good character and business responsibility of the applicant as will enable an investigator to properly evaluate such character and business responsibility; a statement as to whether or not the applicant has been convicted of any crime, misdemeanor or violation of any other municipal ordinance other than traffic violations, the nature of the offense and punishment or penalty assessed therefor; the last cities or villages where an applicant last carried on business immediately preceding the date of this application, and the addresses from which such business was conducted in those municipalities; and whether or not the applicant is licensed as such a peddler, solicitor or transient merchant by the State and, if so, the circumstances surrounding the issuance of such license.

(5) INVESTIGATION FEE.

(a) Every applicant for a license under this section as a peddler, solicitor or transient merchant shall, at the time of the filing of such application with the City Clerk pay to the Clerk for the City an investigation **fee as set by the Common Council on the Official Fee Schedule** ~~fee of \$50.00~~. The monies so paid shall be retained by the City whether a license is issued to the applicant or not.

(b) Every applicant for a license under this section as a peddler, solicitor or transient merchant, to whom the City has issued such a license within the 12 months immediately preceding the date of the present application, shall pay to the City through the office of the Clerk an investigation **fee as set by the Common Council on the Official Fee Schedule** ~~fee of \$30.00~~.

(6) INVESTIGATION AND ISSUANCE OF LICENSE.

(a) Upon receipt of each application, it shall be referred to the Chief of Police, who shall immediately instigate such investigation of the applicant's business and moral character as he deems necessary for the protection of the public good. ~~He~~ **The Chief of Police** shall, in ~~his~~ **their** discretion, contact the Police Department and Association of Commerce at the residence of the

applicant; the Police Department and Association of Commerce of not to exceed 3 cities or Villages where the applicant has last conducted ~~his~~ **their** business; the Federal Bureau of Investigation, Federal Trade Commission or appropriate State Department; and any other sources which, in the opinion of the Chief of Police will furnish information as to the character and record of the applicant or persons engaged in business with him. The Chief of Police shall endorse the application in the manner prescribed in this section within 10 working days after it has been filed by the applicant with the Clerk.

Commented [1]: per Scott add: or their designee

(b) If, as the result of such investigation, the applicant's character or business responsibility is found to be unsatisfactory, the Chief of Police shall endorse on such application ~~his~~ **their** disapproval and ~~his~~ **their** reasons for the same, and return the application to the City Clerk, who shall notify the applicant that ~~his~~ **their** application is disapproved and that no license shall be issued.

Commented [2]: per Scott add: or their designee

(c) If, as the result of such investigation, the character and business responsibility of the applicant is found to be satisfactory, the Chief of Police shall endorse on the application ~~his~~ **their** approval and return the application to the City Clerk, who, upon the payment of the balance of the license fee and filing of the necessary bond shall deliver the application for license and report or recommendation of the Chief of Police to the City Council for action thereon.

Commented [3]: per Scott add: or their designee

(d) The application for license and recommendation of the Chief of Police shall be considered by the City Council at their next regular, adjourned or special meeting. The City Council, in its discretion, may direct the City Clerk to issue such a license, subject to the conditions herein contained and such further conditions as the Council may impose.

(e) Such license shall contain the signature of the issuing officer and shall show the name, address and class of license issued and the kind of goods to be sold or service to be rendered thereunder, the amount of fee paid, the date of issuance and the length of time the license shall be operative, as well as other identifying descriptions concerning the applicant. No license shall be used at any time by any person other than the one to whom it was issued, excepting that an employee may serve under a license issued to ~~his~~ **their** employer. The Clerk shall keep a permanent record of all licenses issued.

(7) FEES AND BOND.

(a) The investigation fee, as heretofore set forth, shall permit any applicant to whom a license is to be granted, to conduct ~~his~~ **their** business within the City for a period of not to exceed 2 days without additional cost, excepting for the bond hereinafter set forth. Every applicant for a license under this section and to whom such a license is to be granted, and who proposes to conduct ~~his~~ **their** business within the City for a period of time longer than 2 days, shall pay to the City, through the office of the City Clerk **a fee as set by the Common Council on the Official Fee Schedule**, ~~the additional sum of \$20.00 per day~~, for each day, or portion thereof, that such business is to be conducted in the City, over and above the initial 2-day period. The term "day" as used herein shall mean each business day, and shall not include Sundays, holidays or days when no business is conducted.

(b) Every applicant for a license under this section, to whom such a license is to be granted shall, prior to the issuance of such license, file with the City Clerk of the City a surety bond to guarantee the applicant's good, honorable and lawful possession and proper and legal distribution and sale of the merchandise or personal services that ~~he~~ **they** proposes to sell. The bond shall be **a fee as set by the Common Council on the Official Fee Schedule** ~~in the amount of \$100.00~~ for each day that the applicant proposes to conduct ~~his~~ **their** business in the City, excepting that the maximum amount of such bond shall be the sum of \$1,000.00. The application for the license herein described shall authorize the City Clerk of the City to utilize the said bond, or portions

thereof, to pay for any monetary fine and costs which might be assessed against the applicant, or an employee or agent of the applicant acting in ~~his~~ **their** behalf for violations of any of the provisions of this section, or to satisfy any judgment rendered against the applicant, or an employee or agent of the applicant for violations of any contract existing between the applicant, or ~~his~~ **their** employee or agent for merchandise to be furnished or services to be rendered to any person while the said applicant, or ~~his~~ **their** employee or agent is conducting business within the City during the licensed period.

1. Said surety bond shall be held by the City Clerk for not less than 60 days after the applicant has completed the business set forth in the license, and the bond shall then be returned to the applicant unless the City Clerk has been notified of any actions pending against the said applicant, or an employee or agent of the applicant for the violation of any of the provisions of this section, or for the violation of any contracts existing between the said applicant or ~~his~~ **their** employees or agents with a purchaser of the materials or services.

2. If the City Clerk is notified of any action against the applicant, or ~~his~~ **their** employee or agent for the violation of any of the terms of this section, or for the violation of any contract with or to any purchaser of materials or services, the City Clerk shall then hold such surety bond until satisfaction has been made to the City or to the purchaser of such materials or services, or in lieu thereof, shall deduct the amount or sum necessary to satisfy such judgment due the City or due the purchaser of the materials or services, and shall then remit the balance of the surety bond to the applicant.

(c) The applicant may furnish a certified check, a cashier's check or a money order payable to the City in lieu of the surety bond herein required.

(8) ANNUAL FEE.

(a) Any applicant for a license under this section may apply to the City Council for an annual license. The annual fee shall be **a fee as set by the Common Council on the Official Fee Schedule** \$200.00 and shall be assessed on a calendar year basis, ~~excepting, that if the license is issued on or after July 1, the amount of such annual fee for the remainder of the year shall be \$100.00. The annual fee as herein set forth shall include the investigation fee.~~

(b) The surety bond, or acceptable alternative, as described in subsection (7)(b) above shall be required by the City Council of any applicant for an annual license, and such bond shall be **a fee as set by the Common Council on the Official Fee Schedule** ~~in the amount prescribed by the City Council, but shall not exceed the sum of \$1,000.00.~~ The surety bond shall be held by the City Clerk under the same conditions as set forth in subsection (7)(b)1. above.

(9) CONDITIONS OF LICENSE.

(a) No license nor any person ~~in his~~ **on their** behalf, shall shout, cry out, blow a horn, ring a bell or use any sound amplifying device upon any of the streets, alleys, parks or other public places in the City, or upon private premises without approval of the Chief of Police.

Commented [4]: per Scott add: or their designee

(b) No licensee shall have any exclusive right to any location in the public streets, nor shall any licensee be permitted a stationary location thereon, nor shall any licensee to operate in a congested area where such operation impedes or inconveniences the public use of such streets. For the purpose of this section the judgment of the Chief of Police, exercised in good faith, shall be deemed conclusive as to whether the area is congested and the public impeded or inconvenienced.

Commented [5]: per Scott add: or their designee

(c) The licensee shall be required to exhibit their certificate of license at the request of any citizen.

(10) REVOCATION OF LICENSE.

(a) Licenses issued under the provisions of this section may be revoked by the Mayor or Chief of Police of the City for any of the following causes:

Commented [6]: add: or their designee

1. Fraud, misrepresentation or incorrect statement contained in the application for license.
2. Fraud, misrepresentation or incorrect statement made in the course of carrying on **his their** business as peddler, solicitor or transient or itinerant merchant.
3. Any violation of this section.
4. Conviction of any crime or misdemeanor.
5. Conducting the business of peddler, solicitor or transient or itinerant merchant, as the case may be, in an unlawful manner or in such a manner as to come to a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.

(b) Notice of such revocation of a license shall be given by the Mayor or Chief of Police in writing, setting forth specifically the grounds of complaint and the time and place of the hearing. Such notice shall be mailed to the licensee at **his their** last known address, or shall be delivered by a police officer in the same manner as a summons. Such revocation shall be effective immediately upon service of such notice by personal service or by mail.

(11) APPEAL. Any person aggrieved by the action of the Chief of Police in the denial of a permit or license as provided in this section, may appeal to the City Council of the City. Such appeal shall be taken by filing with the City Council 14 days after notice of the action complained of, a written statement setting forth fully the grounds for the appeal. The City Council shall set a time and place for hearing such appeal and notice of such hearing shall be given to the appellant in the same manner as provided in subsection (10) of this section for notice of hearing on revocation.

Commented [7]: add: or their designee

(12) Any person aggrieved by the action of the Mayor or Chief of Police in revoking a license or permit previously granted by the action of the City Council, may appeal such revocation to the City Council. Such appeal shall be taken within 7 days of the service of such notice of revocation and shall be filed with the City Clerk. Such appeal shall set forth the grounds for appeal. The Mayor shall call a special Council meeting within 3 days after the filing of such an appeal and shall give not less than 6 hours notice of such meeting to the applicant and shall permit him to be heard at the meeting. The Council may uphold such revocation, may overrule such revocation, or may reinstate the license of the applicant with such further conditions as the Council may determine to be warranted. If such revocation is upheld, the Council may direct that a portion of the license fee paid be refunded to the applicant.

Commented [8]: add: or their designee

(13) PENALTY. Any person who shall violate any provision of this section shall forfeit **a fee as set by the Common Council on the Official Fee Schedule**, ~~not less than \$25.00 and not more than \$100.00~~, together with the costs of prosecution, and in default of payment of the forfeiture and costs shall be imprisoned in the County Jail until such forfeiture and costs of prosecution shall be paid, but not to exceed 20 days. Each day's violation of this section shall constitute a separate offense.

(14) SEVERANCE CLAUSE. The provisions of this section are declared to be severable and if any section, sentence, clause or phrase of this section shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining section, sentences, clauses and phrases of this section, but they shall remain in effect, it being the legislative intent that this section shall stand notwithstanding the invalidity of any part.

SECTION 2: Creation of Section 11.025 of the Municipal Code of the City of Waupun entitled Peddlers, Solicitors, and Transient Merchants will be created as follows:

11.025 MOBILE FOOD VEHICLE VENDORS

(1) DEFINITIONS. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) MOBILE FOOD VEHICLE: A restaurant or mobile food establishment where food is served or sold from a movable vehicle, trailer or cart which periodically or continuously changes location.
- (b) MOBILE: The state of being active, but not necessarily continuous movement.
- (c) EDIBLE GOODS: shall include but are not limited to:
 - 1) Prepackaged and prepared food including, but not limited to, ice cream, hot dogs, desserts, and pizza.
 - 2) On-site prepared food including, but not limited to, shaved ice, sandwiches, and tacos.
- (d) MOBILE FOOD VEHICLE VENDOR: The registered owner of a Mobile Food Vehicle or the owner's agent or employee, or any business which sells Edible Goods from a Mobile Food Vehicle within the city.
- (e) SELL: The act of exchanging a good for profit or in return for a donation.
- (f) VEHICLE: Any motor vehicle or trailer as defined by Wisconsin State Statute. "Vehicle" shall also include any bicycle or other self-propelled device.
- (g) VEND: To sell or to transfer the ownership of an article to another for a price in money.

(2) RESTRICTIONS.

- (a) It shall be unlawful for any person to do any of the following within a public right-of-way or public property in the City of Waupun without first having obtained a valid Mobile Food Vehicle Vendor license as prescribed in this article:
 - (1) Operate a Mobile Food Vehicle;
 - (2) Serve, sell, or distribute food from a Mobile Food Vehicle;
 - (3) Cook, wrap, package, process, or portion food in a Mobile Food Vehicle for service, sale, or distribution.
- (b) No person shall park, stop, or operate a Mobile Food Vehicle, nor shall any Mobile Food Vehicle Vendor permit any person to park, stop or operate a Mobile Food Vehicle in a location adjacent to or within a 100-foot radius of the nearest edge of any building or section of a building comprising a licensed food establishment, excluding any patio, awning, or temporary enclosure

attached thereto, the kitchen of which is open for serving food to patrons. This requirement may be waived if the most recent application for a Mobile Food Vendor license was submitted together with the written consent of the proprietor of the adjacent licensed food establishment.

- (c) All Mobile Food Vehicle Vendors shall abide by all parking and traffic laws, ordinances, statutes, rules, and regulations at all times.
 - (i) Designated spaces in the Downtown Central Business District Food Truck Alley will be utilized on a first-come-first reserved basis. When designated food truck spaces are full, vendors may park on Main Street from Carrington to Drummond Streets, and Madison Street from Jefferson to Franklin Streets subject to compliance with parking regulations. The two-hour parking restriction will be strictly enforced. Vendors that violate the two-hour restriction will not receive warning prior to being cited.
 - (ii) No person shall park, stop, or operate a Mobile Food Vehicle, nor shall any Mobile Food Vehicle Vendor permit any person to park, stop or operate a Mobile Food Vehicle in a location within 500 feet of the boundary line of any property upon which a fair, farmer's market, festival, carnival, circus, special event, or civic event licensed or sanctioned by the city is occurring, except when the vendor has obtained a permit or otherwise properly obtained permission to do so.
- (d) A person with a valid driver's license of such a classification to allow the operation of the Mobile Food Vehicle shall be with the Mobile Food Vehicle at all times that any activity is taking place in the Mobile Food Vehicle. The Mobile Food Vehicle Vendor is liable for any violation of this subsection.
- (e) All signage must be permanently affixed to the Mobile Food Vehicle. No accessory signage shall be placed outside or around the Mobile Food Vehicle.
- (f) A Mobile Food Vehicle Vendor may vend, sell, or dispose of goods, wares, or merchandise in the city between the hours of 6:00 AM to 9:00 PM (Sunday through Thursday) and from 6:00 AM to 10:00 PM (Friday and Saturday). Mobile Food Vehicles must be closed, the area cleaned, including garbage removal, and the Mobile Food Vehicle removed by the time specified.
- (g) Mobile Food Vehicle vending hours are not restricted on private property locations.
- (h) A Mobile Food Vehicle Vendor licensee shall keep the premises in a clean and sanitary condition.
- (i) Nothing in this article shall be deemed to supersede or repeal any ordinance relating to noise, park closing hours, or parking, except as specifically provided in this article. Mobile Food Vehicle Vendors shall take every precaution to ensure that their operation does not materially affect the peace and welfare of the general public nor cause any unreasonably loud, disturbing

and unnecessary noise or any noise of such character, intensity or duration as to be detrimental to the life or health of any individual or which is in the disturbance of public peace and welfare.

- (j) All business activity relating to the Mobile Food Vehicle in the public right-of-way shall be conducted from the curbside of the Mobile Food Vehicle at all times.
- (k) No food service shall be prepared, sold, or displayed outside the Mobile Food Vehicle.
- (l) No person shall provide or allow any dining area to the Mobile Food Vehicle, including but not limited to, tables, chairs, booths, stools, benches, or stand up counters.

(3) LICENSE REQUIRED; APPLICATION; REGULATION.

- (a) Any person desiring to operate a Mobile Food Vehicle shall make a written application for a Mobile Food Vehicle Vendor license to the city clerk's office. The application for such license shall be on forms provided by the city clerk's office and shall include the following:
 - (1) The name, signature, and address of each applicant and of each member or officer of a corporate applicant.
 - (2) A description, including make, model, and license plate of the Mobile Food Vehicle.
 - (3) A valid copy of all necessary licenses, permits or certificates required by either Dodge County or Fond du Lac County, the State of Wisconsin, or any subsidiary enforcement agencies or departments thereof, including but not limited to valid proof of registration for the Mobile Food Vehicle and driver's license for all operators and employees.
 - (4) A signed statement that the Mobile Food Vehicle Vendor shall hold harmless the city and its officers and employees, and shall indemnify and hold harmless the city and its officers and employees for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the license. The Mobile Food Vehicle Vendor shall furnish and maintain such liability insurance as will protect the Mobile Food Vehicle Vendor and the city from all claims for damage to property or bodily injury, including death, which may arise from the operations under the license or in connection therewith. Such insurance shall provide coverage of not less than \$1,000,000.00 per occurrence. The City of Waupun must be named as an additional insured and a copy of the Certificate of Liability Insurance provided with the annual application. The policy shall further provide that it may not be canceled except upon 30 days written notice served upon the city clerk. A license issued pursuant to the provisions of this section shall be invalid at any time the insurance required herein is not maintained and evidence of continuing coverage is not filed with the city clerk.

(5) Any additional information deemed necessary by the city clerk to determine if issuance of a Mobile Food Vehicle Vending license to a particular applicant would be in the best interest of the public.

- (b) Upon receipt of an application for a Mobile Food Vehicle Vendor license, the clerk or appropriate department may conduct a background check.
- (c) Each Mobile Food Vehicle Vendor license shall expire on December 31st of each year and the fee will not be prorated.
- (d) All Mobile Food Vehicle Vendors licensed under this section shall pay an annual license fee as determined by the Common Council and listed on the official fee schedule.
- (e) Upon renewal of license, each applicant must provide a new application, a renewal fee as set on the fee schedule, and any new permitting documentation upon the license renewal.
- (f) A Mobile Food Vehicle Vendor license is not transferable from person to person or business to business.
- (g) A Mobile Food Vehicle Vendor license is valid for one Mobile Food Vehicle only.
- (h) The Mobile Food Vehicle Vendor license shall be permanently and prominently affixed to the Mobile Food Vehicle.
- (i) Each and every vendor will at all times keep a “measuring wheel or measuring tape” with a measuring capacity of no less than 200 feet on the Mobile Food Vehicle. The measuring wheel or tape will be available for use by any person operating or working on the Mobile Food Vehicle and by any police officer or other municipal official tasked with enforcing the provisions of this article.
- (j) Mobile Food Vehicles are not permitted on public sidewalks.
- (k) Mobile Food Vehicle Vendors are allowed in City parking lots only as a part of an approved special event application or upon approval by the City Clerk or their designee. Mobile Food Vehicle Vendors are allowed adjacent to or within City parks, but shall not park, stop, or operate a Mobile Food Vehicle, nor permit any person to park, stop, or operate a Mobile Food Vehicle in a location to or within a 200-foot radius of the nearest edge of any building or section of a building located in a City park that sells food or beverage.

(4) VEHICLE REGULATIONS

- (a) Any Mobile Food Vehicle must be designed and constructed specifically for the purpose of vending food.
- (b) Amplified music or sounds from any Mobile Food Vehicle on public property is not allowed.
- (c) All Mobile Food Vehicle Vendors shall be entirely self-contained in regards to gas, water, electricity, and equipment(s) required for the operation of the Mobile Food Vehicle.

- (d) All Mobile Food Vehicles must have valid license plates and registration as provided by Wisconsin State Statutes.
- (e) No Mobile Food Vehicle may violate any traffic or parking statute or ordinance.
- (f) No flashing or blinking lights, or strobe lights are allowed on a Mobile Food Vehicle or related signage when the establishment is parked and engaged in serving customers.
- (g) All Mobile Food Vehicles shall comply with all Federal, State, and local regulations regarding vehicle size requirements.
- (h) All Mobile Food Vehicle Vendors are prohibited from connecting to light poles, utility poles, or any public source of electricity, water or sewer, or to any planter or tree or other public amenity. Authorization to use City utilities in City parks may be granted by the Director of Public Works and will be required to pay an additional fee as listed on the fee schedule.

(5) SUSPENSION AND REVOCATION.

- (a) Nothing in this code shall be deemed to supersede or repeal any ordinance relating to noise, park closing hours, or parking, except as specifically provided in the article. Mobile Food Vehicle Vendors will take every precaution to ensure that their operations do not materially affect the peace and welfare of the general public nor cause any unreasonably loud, disturbing and unnecessary noise or any noise of such character, intensity or duration as to be detrimental to the life or health of any individual or which is in the disturbance of public peace and welfare.

SECTION 3: This Ordinance shall be in full force and effect upon its passage and publication as provided by law.

Enacted this _____ day of _____, 2023.

Rohn W. Bishop
Mayor

ATTEST:

Angela Hull
City Clerk



AGENDA SUMMARY SHEET

MEETING DATE: 3/26/2024

TITLE: Amend Ch.11 Licenses and Permits for the
Creation of a Public Art Ordinance

AGENDA SECTION: ORDINANCES

PRESENTER: Kathy Schlieve, Administrator

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
High Performance Government	Budget Neutral	

ISSUE SUMMARY:

With the introduction of the Waupun Sculpture tour, there will be an increase of public art on display across the community. When the council approved the affiliation agreement with Eau Claire, questions were raised as to how art selections and locations would be approved. After research, staff has determined that a public ordinance would be effective to ensure proper oversight of the program and to ensure that art installations reflect the goals and values of the community. This is a general discussion to establish direction with a draft ordinance provided.

STAFF RECOMMENDATION:

Discussion

ATTACHMENTS:

DRAFT Public Art Ordinance

RECOMMENDED MOTION:

PUBLIC ARTS—PERMITS AND REGULATIONS

Purpose.

- 1) To establish a permitting process that will allow for and encourage the installation of public art throughout the community. Art contributes to livable, aesthetically pleasing and pedestrian friendly streetscapes. The experience of public art makes a space seem more welcoming. It helps a community remember its past, honor an ideal, and express its values and concerns to future generations. Public art makes a community more livable and more visually stimulating.
- 2) Specific goals of public art are to:
 - a) Enhance the city's sense of place in the region by providing unique artwork throughout the community in a manner unlike any other place in the area.
 - b) Celebrate the city's history and cultural spirit and identity through the creation of art that is accessible to the public.
 - c) Enhance the appearance and livability of public spaces, through the placement of site-specific art projects that respond to the natural and built landscape.
 - d) Enliven public spaces.
 - e) Enhance overall quality and identity of the place and/or building.
 - f) Strengthen community identity, spirit and collective cultural experience through the placement of public art throughout the city.
 - g) Allow local and regional artists to share their creations with the community.
 - h) Stimulate the economic success of businesses.
 - i) Attract visitors and leave them with a positive impression and a desire to return.
 - j) Create a more livable community by linking arts and everyday life with the objective of making Waupun the place of choice to live, work, recreate and raise a family.
- 3) Public art should be designed to complement the visual experience of those who live, work or visit the City of Waupun. In addition, the placement of public art throughout Waupun will contribute to the city's economic draw and be an on-going educational tool and tourism draw for the community. By virtue of the effort, the community should become a richer place for residents and visitors.
- 4) Through the permitting process, the city is able to: (1) ensure that community objectives of public art are achieved, (2) address any public health, safety, and welfare concerns that may arise relative to the art media or locations proposed, and (3) verify that public access and long-term maintenance issues are addressed.

Definitions.

- 1) *Artist*. For the purpose of this article "artist" means an individual generally recognized by peers as a practitioner of the visual arts as judged by the quality of that practitioner's body of work, educational background, experience, past public commissions, and production of artwork. It also may include students or youth who are creating public art under the direct supervision of practicing artist/art teacher.
- 2) *Alterations*. Includes any change to a permitted public art, including, but not limited to, any change to the image(s), materials, colors, or size of the public art. "Alteration" does not include naturally occurring changes caused by exposure to the elements or the passage of time. Minor changes that result from the maintenance or repair of the public art shall not constitute "alteration." Such minor changes may include slight and

unintended deviations from the original image, colors, or materials that occur when the art piece is repaired due to the passage of time or as a result of vandalism.

- 3) *Project initiation date.* For the purposes of this section, "project initiation date" shall be defined as the date on which the first art piece included in the permitted public art project is fully or partially installed on a site.
- 4) *Public art.* Includes works of art in any media that have been planned and executed with the specific intention of being sited or staged in or have the ability to be viewed from the physical public domain, usually outside and accessible to all. Public art includes all forms of visual art originally created by an Artist or under the artist's direction, whether contemporary or traditional in style that is located outdoors and is visible to the general public. Works of public art to be placed in the community may include:
 - a) *Sculpture and kinetic art.* Freestanding, wall supported or suspended; in any appropriate material or combination of materials.
 - b) *Murals and paintings.* In any appropriate material or variety of materials, with or without collage.
 - c) *Mosaics.* Including tiled composites on walkway, street furniture and wall surfaces.
 - d) *Water features.* Including fountains, waterfalls and decorative pools.
 - e) *Earthworks.* Environmental works in appropriate outdoor sites.
 - f) *Glass.* Including, but not limited to, ceramics, and lighted glass including neon and plastic.
 - g) *Functional art.* Including decorative furnishings or fixtures, but not limited to, gates, railings, streetlights or seating, if created or decorated by artists as unique elements.
 - h) To be considered "public art" the art must be located either upon public property or upon private property for which an agreement to which the city is a party is secured and authorizes the "public art" subject to the conditions included in the agreement. Whether it is on public or private property "public art" must be freely accessed by the general public during the normal hours of operation of the premises upon which the art is located.
- 5) *Sponsor* (also referred to as applicant). For the purpose of this article the "sponsor" shall be any person, firm, corporation or association who applies for and secures a public art permit for the purpose of installing public art as provided for in this article. The sponsor shall be responsible for ensuring compliance with all requirements and obligation of the permit including, but not limited to, obligations relating to maintenance of the public art and its removal if a permit is revoked or terminated. The sponsor shall be a party to any and all agreement(s) provided herein.

Eligibility criteria.

1. All public art projects must be reviewed by the public art committee and approved by the common council. The following factors are to be considered in approving "public art":
 - a. Achievement of the goals of public art.
 - b. The appropriateness of the location for public art.
 - c. The originality and/or aesthetic quality of the work.
 - d. The appropriateness of the art media selected for the location.
 - e. Appropriateness of the work, including theme and size, to a chosen location, including scale of artwork to the site and obstacles of the site.
 - f. The subject matter is consistent with the goals of public art and appropriate for the proposed location.
 - g. The artist has demonstrated in the design, aesthetic and functional coordination with the architecture of the building/buildings, streetscape and/or landscape.

- h. The proposed maintenance plan and funding level is consistent with "best practices" relative to the type of art media proposed.
- i. The sponsor of the program has secured the right to locate the public art on either public or private property as evidenced by a written agreement that may be subject to successful completion of this approval process.
- j. Public art shall also be subject to the provisions of the applicable sections of the zoning code and any other ordinance that regulates signs and land use including any applicable overlay districts.
- k. The public art committee shall be comprised of the following:
 - i. Two members of Waupun City of Sculpture;
 - ii. City of Waupun Economic Development Director;
 - iii. Two members designated by the Mayor of the City of Waupun;

Public art location criteria.

- 1) Display of public art throughout the city is encouraged. There may however be areas that are not appropriate for an art display. The following criteria will be considered in determining whether a proposed location for public art should be approved:
 - a) Visibility and public access
 - i. art may not be located in any line of sight or vision triangle for vehicular traffic or otherwise reduce public safety as determine by building inspector/zoning administrator;
 - b) Public safety
 - i. Not contain obscenity.
 - ii. Not imitate traffic signs, symbols or signals in any form, or include other text, numerals or symbols that may distract vehicle operators if public art is visible from the right of way.
 - iii. Not, at any time, constitute a public nuisance;
 - b) Interior and/or exterior traffic patterns;
 - c) Relationship of art to the site's existing or future architectural or natural features;
 - d) Function and uses of the facility or site;
 - e) Future development plans for the area which may affect the public art project;
 - f) Relationship of the proposed work to existing works of art or design elements within the site's vicinity;
 - g) Social or cultural context of the proposed artwork relative to the site and its surrounding environment;
 - h) The proposed location is no way detracts from the existing public art, most notably the Shaler sculpture that are displayed around the city.
 - i. When public art display is considered for a particular site, consideration will also be given as to whether or not public art in such a location has the potential to:
 - i) Express the values, diversity and character of the neighborhood;
 - j) Illustrate the cultural heritage or built heritage or other unique qualities inherent to the site, neighborhood, area or community (such as existing/lost landmarks);
 - k) Recognize the unique natural settings of shoreline, prairie and wetland present in the city;
 - l) Reinforce spatial networks that link one neighborhood to another;

- m) Enrich the visitor's experience of the place;
- n) Enhance the pedestrian experience;
- o) Inspire new ways of looking at the community;
- p) Reveal aspects of the social, historical, physical or commercial context of the site, neighborhood, area or community;
- q) Add to the attractiveness, and therefore, inherent value of the site or area.

Public art program criteria.

- 1) A public art project once approved cannot be altered, as further clarified below, unless an amendment recommended by the public art committee is approved by the common council. Additionally public art, once approved, shall:
 - a) Not, if attached to a building:
 - b) Exceed the height of the structure by more than ten feet;
 - c) Extend more than six inches from the building facade;
 - d) Cover windows, doors, vents or other architectural elements such as cornices and pilasters.
 - e) Not contain changing images (moving structural elements, flashing or sequential lights, lighting elements, or other automated methods that result in movement, the appearance of movement, or change of mural image or message, not including static illumination turned off and back on not more than once every 24 hours).
 - f) Not provide for any compensation from the artist or the city to the property owner. Compensation is herein defined as the exchange of something of value, including, but not limited to, money, securities, a real property interest, the barter of goods or services, the promise of future payment, or the forbearance of debt, and is given to or received by said property owner, or a lease holder with the right to possession of the wall upon which the public art is to be placed, for the display of the public art, or for the right to place the public art on the property. The applicant shall certify in the registration application that no compensation for the display of the public art or the right to place the public art on the property will be given to or received by the property owner or lease holder. (However, nothing herein contained is intended to limit or prohibit the compensation of the artist.)
 - g) Not contain any brand name, product name, or abbreviation of the name of any product, company, profession or business, or any logo, trademark, trade name or other commercial message, with the exception of public art that is being created to capture "events" (which may include places, businesses, products, people) of historic value or significance to the Waupun area, except as otherwise approved by the common council.
 - h) Comply with all other provisions in the city code of ordinances.
 - i) Remain intact for a minimum of one year subject to the following exceptions:
 - (i) Mutual agreement of the property owners, city, sponsor and artist;
 - (ii) The property on which the mural is located is sold and the new owner has requested that the agreement be terminated;
 - (iii) The structure or property is substantially remodeled or altered in a way that precludes continuance of the public art; or
 - (iv) Destroyed by vandalism, fire, flood, terrorism, or other natural or manmade disasters beyond the property owners control.

Public art maintenance criteria.

- 1) Except as otherwise provided for in a written agreement, the sponsor of the project shall retain responsibility for maintenance and regular upkeep of the approved public art per the maintenance plan reviewed and approved in conjunction with the approval of the public art project. Where appropriate the maintenance plan for the public art shall provide for the treatment of the art with an anti-graffiti coating. If, for any reason, a public art piece is removed, destroyed, or has deteriorated, the owner on which the art is located is responsible for removal except as otherwise provided in a written agreement.

Permit application process.

- 1) A public art permit must be secured for all public art installations. No fee shall be charged for this permit. If the installation is not completed per the approved plan, re-inspection fees shall apply.
- 2) Application for a permit for public art must be completed by the sponsoring person, partnership, corporation, limited liability company or other entity and submitted to the buildings inspector/zoning administrator and shall include the following information:
 - a) Completed city application form for a public arts permit.
 - b) Project information on the program including each location (including alternate locations if any). A dimensioned sketch for each location identifying the boundaries within which the public art element is to be located. Pictures depicting the relationship of the public art element to adjacent buildings and spaces.
 - c) The overall theme of the public art project and, if applicable, a listing of the specific topics (including alternates if any) that will be addressed in the individual public art elements of the project.
 - d) Information on the materials to be utilized for the project and the durability of these materials.
 - e) Maintenance plan which plan shall include evidence of available funds or a funding source to cover the cost of the maintenance plan as proposed.
 - f) Acknowledgement that agreements must be secured for each location at which public art is to be located which agreements shall, at minimum, provide rights to the program sponsor to access the property for maintenance purposes and require the owner of the property to commit to maintaining the public art element on the property for a minimum of five years except as otherwise provided for in this article.
 - g) Applicant provides proof that sufficient and property public liability insurance is carried, in a minimum amount of \$1,000,000, which shall name the city as an additional insured and shall afford adequate protection to the city in connection with the public art.
 - h) Applicant shall execute waivers or agreements in favor of the city exonerating it from any liability for damages connected with the use of public art, or caused by construction, operation, or maintenance of such public art.

Permit review process.

- 1) Once submitted a public art permit application shall be reviewed by the building inspector/zoning administrator as follows:
 - a) The building inspector/zoning administrator shall determine whether the application is complete and whether the proposed project meets the eligibility criteria to be considered a public art project. If the building inspector/zoning administrator determines that the application is not complete or does not fulfill the eligibility criteria to be considered public art, it shall be returned to the applicant. If the building

inspector/zoning administrator determines that the application is complete, the applicant will be notified accordingly.

- b) Upon notifying the applicant that their application is complete the building inspector/zoning administrator shall review the application and evaluate and comment on whether the public art project as proposed meets the criteria established under the program.
 - c) Upon completion of the review, the building inspector/zoning administrator shall then submit the application to the Common Council approval.
- 2) Common council review and consideration.
- a) The common council shall consider the public art application following the recommendation from the building inspector/zoning administrator's recommendation regarding the proposed public art project. The council may request further information and/or additional reports from the building inspector/zoning administrator, public art committee and/or the applicant. The common council shall also consider the effectiveness of the proposed public art project in meeting the objectives of and criteria for the program and the effect of the proposed project on the health, safety, morals, and general welfare of the surrounding areas and the overall community.
 - b) The common council, in the permitting of a public art project, may impose, in addition to the standards and requirements expressly specified by the Municipal Code, additional conditions which the common council considers necessary to protect the best interests of the surrounding area or the city as a whole.
 - c) The common council may approve the public art permit application as originally proposed, may approve the application with modifications (per the recommendations of the building inspector/zoning administrator, the plan commission, authorized outside experts, or its own members), or may deny approval of the application.

Effect of denial.

- 1) No application which has been denied (either wholly or in part) shall be resubmitted for a period of 12 months from the date of said order of denial, except if new information is submitted to the building inspector/zoning administrator sufficient to change his recommendation, or, the proof of a change of factors used to deny said application, is found to be valid by the building inspector/zoning administrator.

Time limits on completion.

- 1) Once a permit for a public arts project has been approved, this project, unless an extension is granted by formal action of the common council, must commence ("project initiation date") within 180 days of said approval of the permit by the common council, and shall be completed within 365 days of the project initiation date. The failure to initiate or complete the project within the periods set forth herein shall automatically constitute a revocation of the public art permit.

Termination or revocation of an approved permit.

1. Any public art project found not to be in compliance with the terms of this article and/or the conditions under which a permit for the project was issued under this article shall be considered in violation of this article and shall be subject to the penalties set forth under the general penalty provisions of the City Code. A public art permit may be revoked for such a violation by majority vote of the common council.
2. Public art created or installed under a public art permit that has been terminated or revoked must be removed by the sponsor and/or property owner within 60 days of the date of the notice to remove, or sooner based upon a finding by the common council that it is a detriment to the public health, safety, or welfare. If said public art is not removed within the time period provided in the notice, the city shall have the right, but not the obligation, to either remove or contract for the removal of the non-permitted public art media and shall

bill the property owner, or sponsor, for all costs incurred in taking this action. Any costs incurred shall be in addition to the penalties set forth in the general penalty provisions.



AGENDA SUMMARY SHEET

MEETING DATE: 3-26-24

TITLE: Future Meetings & Gatherings, License and Permit Applications, Expenses

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Angela Hull, Clerk

FUTURE MEETINGS

Tuesday, April 9, 2024	Common Council	6:00PM
Tuesday, April 16, 2024	Re-Organizational Meeting	5:30PM
Tuesday, April 30, 2024	Committee of the Whole	5:30PM
Tuesday, May 14, 2024	Common Council	6:00PM
Tuesday, May 28, 2024	Committee of the Whole	5:30PM
Tuesday, June 11, 2024	Common Council	6:00PM
Tuesday, June 25, 2024	Committee of the Whole	5:30PM
Tuesday, July 9, 2024	Common Council	6:00PM
Tuesday, July 30, 2024	Committee of the Whole	5:30PM

LICENSE/PERMIT APPLICATIONS

Operator: Elyse Graff, Cynthia Zech, Misty Tonn

Soda: Waupun Fine Arts- April 20, 2024 Joe Schmoes Improv at City Hall 201 E Main St. Waupun WI

Temp Class B: Waupun Fine Arts- April 20, 2024 Joe Schmoes Improv at City Hall 201 E Main St. Waupun WI; Waupun Fine Arts- July 4, 11, 18, and 25, 2024 Concerts in the Park, West End Park 200 Beaver Dam St., Waupun WI

Backyard Chicken: Ryan Vandenberg 170 River Street, Waupun

EXPENSES

Attached

RECOMENDED MOTION:

Motion to approve the License and Permit Applications and expenses. *(Roll Call)*

Report Criteria:

Report type: Summary

Invoice.Batch = "031824","031324","032624"

Check Issue Date	Check Number	Payee	Amount
03/13/2024	107467	ALLIANT ENERGY/WP&L	7,048.10
03/13/2024	107468	TRU CLEANERS LLC	4,134.27
03/18/2024	107494	XAVUS SOLUTIONS LLC	4,565.00
03/21/2024	107495	AMAZON CAPITAL SERVICES	3,470.13
03/21/2024	107496	ACS RBHS LLC	17,500.00
03/21/2024	107497	AIRGAS USA LLC	288.16
03/21/2024	107498	AT&T MOBILITY	1,140.58
03/21/2024	107499	BUREAU OF CORRECTIONAL ENTER	276.20
03/21/2024	107500	BAKER TILLY US LLP	34,960.00
03/21/2024	107501	BALLWEG IMPLEMENT	30.67
03/21/2024	107502	BATTERIES PLUS LLC	54.34
03/21/2024	107503	BEAR GRAPHICS INC	511.17
03/21/2024	107504	AIR ONE EQUIPMENT INC	446.25
03/21/2024	107505	BENTZ AUTOMOTIVE INC	558.15
03/21/2024	107506	BISHOP'S DETAIL SERVICES	100.00
03/21/2024	107507	BOUND TREE MEDICAL LLC	329.56
03/21/2024	107508	BROWN CAB SERVICE INC	12,444.88
03/21/2024	107509	CAPITAL NEWSPAPERS	630.76
03/21/2024	107510	CAREW CONCRETE & SUPPLY INC	229.40
03/21/2024	107511	CEDAR CORPORATION	587.50
03/21/2024	107512	CHARTER COMMUNICATIONS	1,035.96
03/21/2024	107513	CHARTER COMMUNICATIONS	280.03
03/21/2024	107514	CINTAS CORPORATION NO 2	779.80
03/21/2024	107515	CIVIC PLUS LLC (PAYMENTS)	550.00
03/21/2024	107516	CITIES & VILLAGES MUTUAL INS	21,339.54
03/21/2024	107517	COLE OIL & PROPANE	553.85
03/21/2024	107518	CONTREE	126.37
03/21/2024	107519	DAKTRONICS INC	3,330.00
03/21/2024	107520	DESTINATION LAKE WINNEBAGO RE	2,462.87
03/21/2024	107521	EMERGENCY MEDICAL PRODUCTS	92.79
03/21/2024	107522	GUTH'S CANDY LLC	47.78
03/21/2024	107523	MARTENS ACE HARDWARE	3,539.31
03/21/2024	107524	FIRE-RESCUE SUPPLY LLC	735.00
03/21/2024	107525	FIRE SERVICE INC	333.00
03/21/2024	107526	GORDON FLESCH CO INC	310.56
03/21/2024	107527	GRAND VALLEY INSPECTION SERVIC	1,499.14
03/21/2024	107528	GRAY'S	1,171.50
03/21/2024	107529	HOMAN AUTO -GATEWAY	5.10
03/21/2024	107530	HOPPERS SILK SCREENING	15.00
03/21/2024	107531	IAAI	206.00
03/21/2024	107532	INTERNATIONAL ASSOCIATION OF FI	240.00
03/21/2024	107533	JIMMY JOHNS	1,740.87
03/21/2024	107534	KEIL ENTERPRISES	249.00
03/21/2024	107535	LEAGUE OF WI MUNICIPALITIES	500.00
03/21/2024	107536	LIFESTAR EMERGENCY MEDICAL	5,500.00
03/21/2024	107537	LINCOLN CONTRACTORS	45.36
03/21/2024	107538	MSA PROFESSIONAL SERVICES INC	6,200.00
03/21/2024	107539	MADELINE CLOTHING COMPANY LLC	589.37
03/21/2024	107540	MARCO TECHNOLOGIES LLC	168.96

Check Issue Date	Check Number	Payee	Amount
03/21/2024	107541	MENARDS - BEAVER DAM	767.70
03/21/2024	107542	MIDWEST PLAYSCAPES INC	2,440.00
03/21/2024	107543	MILTON PROPANE INC	339.80
03/21/2024	107544	NAPA AUTO PARTS-WAUPUN	801.84
03/21/2024	107545	NAVIS, MIKE	150.00
03/21/2024	107546	O'REILLY AUTOMOTIVE INC	207.70
03/21/2024	107547	PETTY CASH-CITY HALL	22.78
03/21/2024	107548	PIGGLY WIGGLY DISCOUNT FOODS	179.80
03/21/2024	107549	PROS 4 TECHNOLOGY INC	12,547.01
03/21/2024	107550	QUALITY TRUCK CARE CENTER INC	50.72
03/21/2024	107551	R BAUMAN & ASSOCIATES SC	495.00
03/21/2024	107552	RENNERTS	807.50
03/21/2024	107553	RENS FLORAL	80.95
03/21/2024	107554	ROET'S HOME HEATING	298.80
03/21/2024	107555	SSM HEALTH AT WORK	6,478.20
03/21/2024	107556	SAFETY KLEEN	360.00
03/21/2024	107557	SCHWAAB INC	643.00
03/21/2024	107558	SERWE IMPLEMENT	115.13
03/21/2024	107559	SMA CONSTRUCTION SERVICES	612,564.75
03/21/2024	107560	SMITS & BLAZEL LAW OFFICE	1,811.64
03/21/2024	107561	SODA, CHRISTOPHER	3,200.00
03/21/2024	107562	STAPLES	52.56
03/21/2024	107563	STOBB PLUMBING & HEATING INC	270.00
03/21/2024	107564	SURE FIRE INC	756.22
03/21/2024	107565	THE RISELING GROUP LLC	1,800.00
03/21/2024	107566	TOMAH VA MEDICAL CENTER	50.00
03/21/2024	107567	US CELLULAR	388.08
03/21/2024	107568	VANDEZANDE & KAUFMAN, LLP	3,510.00
03/21/2024	107569	VERTICAL CONSULTANTS LLC	2,370.00
03/21/2024	107570	VOSSEKUIL, BOBBIE	27.25
03/21/2024	107571	WALMART COMMUNITY/CAPITAL ONE	69.17
03/21/2024	107572	WAUPUN AREA ANIMAL SHELTER INC	1,000.00
03/21/2024	107573	WAUPUN UTILITIES	28,359.45
03/21/2024	107574	WERNER ELECTRIC SUPPLY	257.68
03/21/2024	107575	WI DEPT OF JUSTICE	42.00
03/21/2024	107576	WI FBINAA	110.00
03/21/2024	107577	WI SOCIETY OF EMERGENCY SERVIC	60.00
03/21/2024	107578	WI STATE FIRE CHIEF'S ASSOC	380.00
03/21/2024	107579	YMCA OF DODGE COUNTY	1,500.00
03/21/2024	107580	INSIGHT FS	214.70
03/21/2024	107581	EP-DIRECT	195.51
03/21/2024	107582	KAMINSKI, RACHEL	12.32
03/21/2024	107583	BISHOP, ROHN	115.00
03/21/2024	107584	WOLVERINE FIREWORKS DISPLAY IN	7,500.00
Grand Totals:			<u>836,354.54</u>

Report Criteria:

Report type: Summary

Invoice.Batch = "031824","031324","032624"

Report Criteria:

Report type: Invoice detail
 Check.Type = {<->} "Adjustment"
 Invoice.Batch = "031824","031324","032624"

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
ACS RBHS LLC						
ACS RBHS LLC	INCENTIVE PMT 4 PER DA TERM 6A - 2 SFT, 1 DUPLEX	03/21/2024	3152024	418-70-5436-8-00	17,500.00	17,500.00
Total ACS RBHS LLC:						17,500.00
AIR ONE EQUIPMENT INC						
AIR ONE EQUIPMENT INC	SCBA REPAIRS	03/21/2024	204502	100-50-5232-3-36	146.25	146.25
AIR ONE EQUIPMENT INC	TURNOUT GEAR - THOMAS	03/21/2024	204751	410-50-5231-4-00	300.00	300.00
Total AIR ONE EQUIPMENT INC:						446.25
AIRGAS USA LLC						
AIRGAS USA LLC	WELDING SUPPLIES	03/21/2024	9147189374	100-70-5411-3-36	53.56	53.56
AIRGAS USA LLC	WELDING SUPPLIES	03/21/2024	9147189373	100-70-5411-3-36	210.10	210.10
AIRGAS USA LLC	O2 BOTTLE RENTAL - FD	03/21/2024	5505870729	100-50-5230-3-38	24.50	24.50
Total AIRGAS USA LLC:						288.16
ALLIANT ENERGY/WP&L						
ALLIANT ENERGY/WP&L	CITY HALL MONTHLY FUEL CHARGES - FEB 2024	03/13/2024	1780510000-F	100-70-5410-3-32	1,787.07	1,787.07
ALLIANT ENERGY/WP&L	GARAGE MONTHLY FUEL - FEB 2024	03/13/2024	3264610000-F	100-70-5412-3-32	1,635.70	1,635.70
ALLIANT ENERGY/WP&L	ICE ARENA MONTHLY FUEL-FEB 2024 - CITY	03/13/2024	2831330000-F	100-70-5410-3-32	1,900.04	1,900.04
ALLIANT ENERGY/WP&L	AQUATIC CENTER - FEB 2024	03/13/2024	5374620000-F	100-20-5523-3-32	157.45	157.45
ALLIANT ENERGY/WP&L	MUSEUM MONTHLY FUEL CHARGE - FEB 2024	03/13/2024	3425110000-F	100-20-5512-3-32	451.67	451.67
ALLIANT ENERGY/WP&L	SENIOR CENTER - FEB 2024	03/13/2024	7255200000-F	100-20-5513-3-32	260.20	260.20
ALLIANT ENERGY/WP&L	FIRE DEPT - MONTHLY FUEL CHARGES - FEB 2024	03/13/2024	5946940000-F	100-50-5231-3-32	855.97	855.97
Total ALLIANT ENERGY/WP&L:						7,048.10
AMAZON CAPITAL SERVICES						
AMAZON CAPITAL SERVICES	AQUATIC CENTER - ADD ICE GUARDS TO ROOF AND GUTTERS	03/21/2024	1QLY-C7TG-F	100-20-5523-3-36	200.98	200.98
AMAZON CAPITAL SERVICES	REPLACE HEATERS	03/21/2024	1P33-F6LP-6F	100-70-5410-3-36	105.20	105.20
AMAZON CAPITAL SERVICES	SNOW & ICE GUARD FOR BUILDING ROOFS AT AQUATIC CENTER	03/21/2024	16F4-GNPT-D	100-20-5523-3-36	150.99	150.99
AMAZON CAPITAL SERVICES	TCL 65-INCH CLASS S4 4K LED SMART TV WITH FIRE TV (65S450F, 2023 MODEL), DOLBY VISION HDR, DOLBY ATMOS, ALEXA BUILT-IN, APPLEAIRPLAY COMPATIBILITY, STREAMING UHD TELEVISION, BLACK	03/21/2024	1G9M-WRQH-	100-20-5511-3-38	2,801.89	2,801.89
AMAZON CAPITAL SERVICES	CREDIT - RETURNED SNOW GUARDS DUE TO DAMAGES	03/21/2024	1W13-GVPT-K	100-20-5523-3-36	150.99-	150.99-
AMAZON CAPITAL SERVICES	SHOP TOOL	03/21/2024	1KFY-6HWY-T	100-70-5411-3-38	33.24	33.24
AMAZON CAPITAL SERVICES	WEST END PARK TENNIS NET	03/21/2024	17F6-L6LP-1H	100-20-5525-3-36	194.99	194.99
AMAZON CAPITAL SERVICES	PET WASTE BAGS	03/21/2024	1636-WQ1N-H	100-20-5525-3-36	133.83	133.83
Total AMAZON CAPITAL SERVICES:						3,470.13
AT&T MOBILITY						
AT&T MOBILITY	FIRSTNET MOBILE AIRCARDS - JAN 24-FEB 23 2024 PD	03/21/2024	287307537700	100-40-5211-3-31	862.44	862.44

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
AT&T MOBILITY	FIRSTNET MOBILE AIRCARDS - JAN 24-FEB 23 2024 FIRE ADM	03/21/2024	JAN24-FEB23	100-50-5231-3-31	278.14	278.14
Total AT&T MOBILITY:						1,140.58
BAKER TILLY US LLP	12/31/23 AUDIT FEES	03/21/2024	BT2701344	419-70-5435-3-39	34,960.00	34,960.00
Total BAKER TILLY US LLP:						34,960.00
BALLWEG IMPLEMENT	SERVICE #163-08	03/21/2024	P82880	100-70-5411-3-36	30.67	30.67
Total BALLWEG IMPLEMENT:						30.67
BATTERIES PLUS LLC	BATTERIES FOR SCBA'S FLASHLIGHT	03/21/2024	P71271595	100-50-5232-3-36	54.34	54.34
Total BATTERIES PLUS LLC:						54.34
BEAR GRAPHICS INC	LASER CHECKS FOR AP	03/21/2024	0934868	100-10-5141-3-38	511.17	511.17
Total BEAR GRAPHICS INC:						511.17
BENTZ AUTOMOTIVE INC	ALIGNMENT	03/21/2024	29261	100-50-5230-3-36	133.89	133.89
BENTZ AUTOMOTIVE INC	REPLACE BATTERY IN TRUCK	03/21/2024	29335	100-70-5411-3-36	424.26	424.26
Total BENTZ AUTOMOTIVE INC:						558.15
BISHOP, ROHN	REIMBURSE TRANSPORTATION FEES DURING CONF	03/21/2024	3-1-24	100-10-5131-3-37	75.00	75.00
BISHOP, ROHN	REIMBURSEMENT FOR CELL PHONE - MAR 2024	03/21/2024	3-5-24	100-10-5131-3-31	40.00	40.00
Total BISHOP, ROHN:						115.00
BISHOP'S DETAIL SERVICES	3 MINI DETAILS ON SQUAD CARS	03/21/2024	03072024	100-40-5212-3-36	100.00	100.00
Total BISHOP'S DETAIL SERVICES:						100.00
BOUND TREE MEDICAL LLC	CYLINDER OXYGEN WITH TOGGLE ALUMINUM	03/21/2024	85257911	100-50-5230-3-38	329.56	329.56
Total BOUND TREE MEDICAL LLC:						329.56
BROWN CAB SERVICE INC	FEBRUARY 2024 TAXI SERVICES	03/21/2024	4552	501-10-5154-3-38	12,444.88	12,444.88
Total BROWN CAB SERVICE INC:						12,444.88
BUREAU OF CORRECTIONAL ENTERPRISES	TOILET TISSUE DISPENSER	03/21/2024	306-194902	100-70-5410-3-38	276.20	276.20

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total BUREAU OF CORRECTIONAL ENTERPRISES:						276.20
CAPITAL NEWSPAPERS	CONDITIONAL USE HEARING - 20 S MADISON ST/425 E MAIN ST NOTICE 2 -21-24	03/21/2024	194607	100-10-5110-3-35	33.45	33.45
CAPITAL NEWSPAPERS	2024-002 TRESPASSING	03/21/2024	195498	100-10-5110-3-35	74.22	74.22
CAPITAL NEWSPAPERS	FLOOD PLAN HAZARD INFORMATION	03/21/2024	195294	100-10-5110-3-35	42.60	42.60
CAPITAL NEWSPAPERS	02-13-24-01 BUDGET AMENDMENT	03/21/2024	195356	100-10-5110-3-35	97.08	97.08
CAPITAL NEWSPAPERS	CITY OF WAUPUN - SUMMER EMPLOYMENT AS 2024 - LIBRARY	03/21/2024	193616-1	210-60-5511-3-35	307.95	307.95
CAPITAL NEWSPAPERS	2024 ROOF BID NOTICE	03/21/2024	194352	400-10-5140-8-00	75.46	75.46
Total CAPITAL NEWSPAPERS:						630.76
CAREW CONCRETE & SUPPLY INC	GRATE/DRAIN REPAIR - CITY GARAGE	03/21/2024	006806	100-70-5412-3-36	82.80	82.80
CAREW CONCRETE & SUPPLY INC	GRATE/DRAIN REPAIR - CITY GARAGE	03/21/2024	006798	100-70-5412-3-36	45.18	45.18
CAREW CONCRETE & SUPPLY INC	REPAIR GARAGE FLOOR DRAINS - CITY GARAGE	03/21/2024	006797	100-70-5412-3-36	101.42	101.42
Total CAREW CONCRETE & SUPPLY INC:						229.40
CEDAR CORPORATION	FOOD TRUCK ALLEY PROFESSIONAL SERVICES	03/21/2024	118860	405-70-5437-8-00	587.50	587.50
Total CEDAR CORPORATION:						587.50
CHARTER COMMUNICATIONS	ACCT# 171154501 - PD - INTERNET - SERVS 3-1-24 TO 3-31-24	03/21/2024	171154501030	100-40-5211-3-38	71.51	71.51
CHARTER COMMUNICATIONS	ACCT# 171153401 - PD - INTERNET - SERVS 3-1-24 TO 3-31-24	03/21/2024	171153401030	100-40-5211-3-38	490.00	490.00
CHARTER COMMUNICATIONS	GARAGE - TV, INTERNET	03/21/2024	171154001-M	100-70-5412-3-38	204.49	204.49
CHARTER COMMUNICATIONS	SENIOR CENTER - TV, INTERNET	03/21/2024	16011-MAR24	100-20-5513-3-38	180.04	180.04
CHARTER COMMUNICATIONS	AQUATIC CENTER	03/21/2024	171154201-M	100-20-5523-3-38	119.98	119.98
CHARTER COMMUNICATIONS	MUSEUM - INTERNET - BILLED/PD BY HISTORICAL SOCIETY	03/21/2024	84621-MAR24	100-13850	99.99	99.99
CHARTER COMMUNICATIONS	CITY HALL - INTERNET	03/21/2024	171156301-M	100-10-5197-3-31	149.98	149.98
Total CHARTER COMMUNICATIONS:						1,315.99
CINTAS CORPORATION NO 2	GARAGE SHOP TOWELS/UNIFORMS - FEB 2024	03/21/2024	4185015170	100-70-5411-3-38	52.59	52.59
CINTAS CORPORATION NO 2	GARAGE SHOP TOWELS/UNIFORMS - FEB 2024	03/21/2024	4184291888	100-70-5411-3-38	52.59	52.59
CINTAS CORPORATION NO 2	GARAGE SHOP TOWELS/UNIFORMS - FEB 2024	03/21/2024	4183567138	100-70-5411-3-38	52.59	52.59
CINTAS CORPORATION NO 2	GARAGE SHOP TOWELS/UNIFORMS - FEB 2024	03/21/2024	1904638768	100-70-5411-3-38	125.00	125.00
CINTAS CORPORATION NO 2	CITY HALL RUGS - FEB 2024	03/21/2024	4182849966	100-70-5411-3-38	84.07	84.07
CINTAS CORPORATION NO 2	CITY HALL RUGS - FEB 2024	03/21/2024	4182849753	100-70-5410-3-38	116.27	116.27
CINTAS CORPORATION NO 2	LIBRARY RUGS - FEB 2024	03/21/2024	4182849738	100-70-5410-3-38	104.30	104.30
CINTAS CORPORATION NO 2	SENIOR CENTER RUGS - FEB 2024	03/21/2024	4182849714	100-70-5410-3-38	53.16	53.16
CINTAS CORPORATION NO 2	SAFETY BUILDING RUGS - FEB 2024	03/21/2024	4182849712	100-70-5410-3-38	88.27	88.27
CINTAS CORPORATION NO 2	GARAGE SHOP TOWELS/UNIFORMS - FEB 2024	03/21/2024	4182137385	100-70-5411-3-38	50.96	50.96

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Total CINTAS CORPORATION NO 2:						779.80
CITIES & VILLAGES MUTUAL INS	2024 WORKERS COMP 2ND QUARTER PAYMENT- UTILITY PORTION	03/21/2024	035	100-13850	21,339.54	21,339.54
Total CITIES & VILLAGES MUTUAL INS:						21,339.54
CIVIC PLUS LLC (PAYMENTS)	ONLINE CODE HOSTING 2/1/24-1/31/25	03/21/2024	293869	100-10-5163-3-38	550.00	550.00
Total CIVIC PLUS LLC (PAYMENTS):						550.00
COLE OIL & PROPANE	DEF DIESEL EXHAUST FLUID - BULK	03/21/2024	1792780	100-70-5411-3-36	553.85	553.85
Total COLE OIL & PROPANE:						553.85
CONTREE	DEF TANK EQUIPMENT	03/21/2024	79406	100-70-5411-3-36	126.37	126.37
Total CONTREE:						126.37
DAKTRONICS INC	CONVERT OLD SCOREBOARD TO WIRELESS CONTROLS - COMM CENTER	03/21/2024	538640	100-20-5511-3-38	2,400.00	2,400.00
DAKTRONICS INC	CONVERT OLD SCOREBOARD TO WIRELESS CONTROLS - COMM CENTER	03/21/2024	7081550	100-20-5511-3-38	930.00	930.00
Total DAKTRONICS INC:						3,330.00
DESTINATION LAKE WINNEBAGO REGION	70% OF ROOM TAX - JANUARY 2024	03/21/2024	January 2024	430-70-5436-3-42	2,462.87	2,462.87
Total DESTINATION LAKE WINNEBAGO REGION:						2,462.87
EMERGENCY MEDICAL PRODUCTS	REPLENISH AMBULANCE SUPPLIES	03/21/2024	2622137	100-50-5230-3-38	92.79	92.79
Total EMERGENCY MEDICAL PRODUCTS:						92.79
EP-DIRECT	EMPLOYEE WELLNESS CLINIC MAILER	03/21/2024	299073	100-10-5256-3-38	195.51	195.51
Total EP-DIRECT:						195.51
FIRE SERVICE INC	STRUCTURAL FIREFIGHTING GLOVES	03/21/2024	56195	100-50-5232-3-38	333.00	333.00
Total FIRE SERVICE INC:						333.00
FIRE-RESCUE SUPPLY LLC	FOAM CONCENTRATE 5 GALLON	03/21/2024	10335	100-50-5232-3-38	735.00	735.00

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Total FIRE-RESCUE SUPPLY LLC:						735.00
GORDON FLESCH CO INC						
GORDON FLESCH CO INC	RICOH IMC4500 - CITY HALL COLOR COPIER - 01/14/24 - 02/14/24	03/21/2024	IN14566083	100-10-5141-3-36	165.68	165.68
GORDON FLESCH CO INC	RICOH IMC4500 - CITY HALL COLOR COPIER - 02/14/24 - 03/14/24	03/21/2024	IN14606900	100-10-5141-3-36	144.88	144.88
Total GORDON FLESCH CO INC:						310.56
GRAND VALLEY INSPECTION SERVICES						
GRAND VALLEY INSPECTION SERVIC	BUILDING INSP/ZONING ADMIN FOR FEB 2024	03/21/2024	2024-40	230-30-5241-3-38	1,499.14	1,499.14
Total GRAND VALLEY INSPECTION SERVICES:						1,499.14
GRAY'S						
GRAY'S	SNOW PLOW PARTS	03/21/2024	38643	100-70-5435-3-36	1,171.50	1,171.50
Total GRAY'S:						1,171.50
GUTH'S CANDY LLC						
GUTH'S CANDY LLC	GIFTS FOR TRIP TO WASHINGTON	03/21/2024	26011	100-10-5534-3-38	47.78	47.78
Total GUTH'S CANDY LLC:						47.78
HOMAN AUTO -GATEWAY						
HOMAN AUTO -GATEWAY	SERVICE TRUCK #27-20	03/21/2024	1022634	100-70-5411-3-36	5.10	5.10
Total HOMAN AUTO -GATEWAY:						5.10
HOPPERS SILK SCREENING						
HOPPERS SILK SCREENING	EMR JACKET LETTERING	03/21/2024	79905	100-50-5230-3-38	15.00	15.00
Total HOPPERS SILK SCREENING:						15.00
IAAI						
IAAI	IAAI MEMBERSHIP 2024 - BEER	03/21/2024	105399	100-50-5233-3-34	103.00	103.00
IAAI	IAAI MEMBERSHIP 2024 - DEMAA	03/21/2024	105382	100-50-5233-3-34	103.00	103.00
Total IAAI:						206.00
INSIGHT FS						
INSIGHT FS	RAZE AND REMOVE SHED/BARN AT 1357 S WATERTOWN ST	03/21/2024	220012657	419-70-5435-8-00	214.70	214.70
Total INSIGHT FS:						214.70
INTERNATIONAL ASSOCIATION OF FIRE CHIEFS						
INTERNATIONAL ASSOCIATION OF FI	ANNUAL MEMBERSHIP- BEER	03/21/2024	000269383	100-50-5231-3-34	240.00	240.00
Total INTERNATIONAL ASSOCIATION OF FIRE CHIEFS:						240.00
JIMMY JOHNS						
JIMMY JOHNS	FD - EV INCIDENT TRAINING	03/21/2024	3-11-24	100-50-5234-3-38	1,740.87	1,740.87
Total JIMMY JOHNS:						1,740.87

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
KAMINSKI, RACHEL						
KAMINSKI, RACHEL	MILEAGE - FEB 2024	03/21/2024	3-5-24	100-20-5513-3-37	12.32	12.32
Total KAMINSKI, RACHEL:						12.32
KEIL ENTERPRISES						
KEIL ENTERPRISES	OPERATION RUSH TRAINING - ALEX WARNER	03/21/2024	03112024	100-40-5215-3-37	249.00	249.00
Total KEIL ENTERPRISES:						249.00
LEAGUE OF WI MUNICIPALITIES						
LEAGUE OF WI MUNICIPALITIES	LOCAL GOV STORMWATER GROUP - DAANE	03/21/2024	DAANE-2024	700-10-5192-3-38	500.00	500.00
Total LEAGUE OF WI MUNICIPALITIES:						500.00
LIFESTAR EMERGENCY MEDICAL						
LIFESTAR EMERGENCY MEDICAL	ACLS SERVICE- FEB 2024	03/21/2024	21-0243	100-10-5255-3-38	5,500.00	5,500.00
Total LIFESTAR EMERGENCY MEDICAL:						5,500.00
LINCOLN CONTRACTORS						
LINCOLN CONTRACTORS	REPLACE DRIVE #202	03/21/2024	188406	100-70-5411-3-36	45.36	45.36
Total LINCOLN CONTRACTORS:						45.36
MADLINE CLOTHING COMPANY LLC						
MADLINE CLOTHING COMPANY LLC	425 E MAIN ST CDA GRANT REIMBURSEMENT - FACADE IMPROVEMENT	03/21/2024	3-18-24	405-70-5436-3-38	589.37	589.37
Total MADLINE CLOTHING COMPANY LLC:						589.37
MARCO TECHNOLOGIES LLC						
MARCO TECHNOLOGIES LLC	KONICA MINOLTA C3001 COPIER - CONTRACT 3/1/24 TO 4/1/24, COLOR COPY OVERAGE	03/21/2024	524332558	100-40-5211-3-38	168.96	168.96
Total MARCO TECHNOLOGIES LLC:						168.96
MARTENS ACE HARDWARE						
MARTENS ACE HARDWARE	FASTENERS	03/21/2024	234339	100-20-5525-3-36	6.00	6.00
MARTENS ACE HARDWARE	MORTAR MIX/BONDING ADDITIVE	03/21/2024	234340	100-70-5410-3-36	38.96	38.96
MARTENS ACE HARDWARE	FASTENERS	03/21/2024	234372	100-70-5411-3-36	2.05	2.05
MARTENS ACE HARDWARE	EXTERIOR/GREEN STAR DECK PLUS	03/21/2024	234425	100-70-5410-3-36	25.98	25.98
MARTENS ACE HARDWARE	SCHNELL - GUN - 3 YR PAYMENT	03/21/2024	234429	100-12634	1,259.98	1,259.98
MARTENS ACE HARDWARE	PLIER/CM HEX KEY/TAPE MEASURE	03/21/2024	234403	100-70-5411-3-38	84.97	84.97
MARTENS ACE HARDWARE	GARAGE LIGHT/PAINT ROLLER/PAINT BRUSH/PAINT	03/21/2024	234406	100-70-5410-3-36	104.95	104.95
MARTENS ACE HARDWARE	PAINT TRAY LINER	03/21/2024	234412	100-70-5410-3-36	14.32	14.32
MARTENS ACE HARDWARE	SANDPAPER/RYL EXT	03/21/2024	234414	100-20-5525-3-36	97.97	97.97
MARTENS ACE HARDWARE	PAINT/PAINT CAN SPOUT/CONTRACTOR 1ST 3/8"	03/21/2024	234450	100-70-5410-3-36	121.34	121.34
MARTENS ACE HARDWARE	TAPE MEASURE/BIT	03/21/2024	234452	100-70-5410-3-36	3.49	3.49
MARTENS ACE HARDWARE	TILE GROUT FLOAT/TROWL STRAIGHT EDGE	03/21/2024	234453	100-70-5410-3-36	20.58	20.58
MARTENS ACE HARDWARE	AIR FILTER KIT FOR CHAINSAW	03/21/2024	234486	100-70-5411-3-36	29.99	29.99
MARTENS ACE HARDWARE	PARTS/SUPPLIES - REPAIR/PAINT UPSTAIRS CLOSETS IN AUDITORIUM	03/21/2024	234493	100-70-5410-3-36	61.73	61.73
MARTENS ACE HARDWARE	CAULK/SPACKLING	03/21/2024	234506	100-70-5410-3-36	21.98	21.98

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
MARTENS ACE HARDWARE	SPARK PLUGS - REPLACE IN WEED EATERS/CHAINSAWS/BLOWERS	03/21/2024	234515	100-70-5411-3-36	125.82	125.82
MARTENS ACE HARDWARE	PAINT	03/21/2024	234519	100-70-5410-3-36	36.99	36.99
MARTENS ACE HARDWARE	PINE SOL - ICE ARENA	03/21/2024	234542	100-70-5410-3-38	47.97	47.97
MARTENS ACE HARDWARE	FUEL TANK BUSHING	03/21/2024	234543	100-70-5411-3-36	4.99	4.99
MARTENS ACE HARDWARE	FUEL FITTING/FASTENERS	03/21/2024	234561	100-70-5411-3-36	8.98	8.98
MARTENS ACE HARDWARE	EDGER BLADES/AUTOCUT	03/21/2024	234582	100-70-5411-3-36	87.96	87.96
MARTENS ACE HARDWARE	MTL CUTWHL	03/21/2024	234597	100-70-5411-3-36	19.98	19.98
MARTENS ACE HARDWARE	60W LED/BATTERIES	03/21/2024	234599	100-70-5410-3-36	49.97	49.97
MARTENS ACE HARDWARE	SANDBELT	03/21/2024	234600	100-70-5410-3-36	6.99	6.99
MARTENS ACE HARDWARE	SHIMS	03/21/2024	234603	100-70-5412-3-36	14.99	14.99
MARTENS ACE HARDWARE	SPARK PLUG - CHAINSAW	03/21/2024	234609	100-70-5411-3-36	3.99	3.99
MARTENS ACE HARDWARE	APPLICATOR MICROFIBER	03/21/2024	234625	100-70-5412-3-36	11.99	11.99
MARTENS ACE HARDWARE	FIN HX NUTS/FASTENERS	03/21/2024	234642	100-20-5525-3-36	15.27	15.27
MARTENS ACE HARDWARE	SWITCH/WALLPLATE/LIGHT CONTROL - REPLACE LIGHT SWITCH IN LOCKER ROOM - ICE ARENA	03/21/2024	234652	100-70-5410-3-36	51.57	51.57
MARTENS ACE HARDWARE	RASCH - GUN SIGHT	03/21/2024	234694	100-12634	539.98	539.98
MARTENS ACE HARDWARE	CONTRACTOR 1ST	03/21/2024	234717	100-70-5410-3-36	9.99	9.99
MARTENS ACE HARDWARE	PART - REPLACE BREAKER BOX ON STAGE - CITY HALL	03/21/2024	234739	100-70-5410-3-36	19.99	19.99
MARTENS ACE HARDWARE	FASTENERS	03/21/2024	234765	100-70-5411-3-36	13.42	13.42
MARTENS ACE HARDWARE	CABLE LIGHTING	03/21/2024	234763	100-40-5212-3-38	15.99	15.99
MARTENS ACE HARDWARE	GROUND CLAMP/SQUEEZE - REPLACE BREAKER BOX ON STAGE - CITY HALL	03/21/2024	234778	100-70-5410-3-36	19.56	19.56
MARTENS ACE HARDWARE	BASKETBALL NET/PRUNING SEAL	03/21/2024	234783	100-20-5525-3-36	29.96	29.96
MARTENS ACE HARDWARE	LOCKNUT/CAULK	03/21/2024	234784	100-70-5410-3-36	8.97	8.97
MARTENS ACE HARDWARE	GREAT STUFF - REPLACE BREAKER PANEL ON STAGE	03/21/2024	234798	100-70-5410-3-36	20.97	20.97
MARTENS ACE HARDWARE	GREAT STUFF	03/21/2024	234817	100-70-5410-3-36	14.98	14.98
MARTENS ACE HARDWARE	FASTENERS	03/21/2024	234831	100-20-5525-3-36	5.50	5.50
MARTENS ACE HARDWARE	TRAILER JACK	03/21/2024	234812	100-70-5411-3-36	69.99	69.99
MARTENS ACE HARDWARE	JOINT COMPOUND/SPACKLING	03/21/2024	234854	100-70-5410-3-36	25.98	25.98
MARTENS ACE HARDWARE	SAW CHAIN FILE/FILE/FILE MILL	03/21/2024	234855	100-70-5411-3-36	87.95	87.95
MARTENS ACE HARDWARE	C+K INT FLT BLK/SPAYPAINT/ROLLER/CONTRACT OR 1ST/PAINT TRAY LINER	03/21/2024	234857	100-70-5410-3-36	84.90	84.90
MARTENS ACE HARDWARE	SPACKLING	03/21/2024	234875	100-70-5410-3-36	14.99	14.99
MARTENS ACE HARDWARE	SPACKLE & PATCH COMPOUND	03/21/2024	234906	100-70-5410-3-36	18.99	18.99
MARTENS ACE HARDWARE	BOXES/BOX CONN	03/21/2024	234940	100-70-5410-3-36	12.76	12.76
MARTENS ACE HARDWARE	C+K EXT SG BLK/PAINTSHIELD/ROLLERS/PAINTER TAPE	03/21/2024	234941	100-70-5410-3-36	95.71	95.71
MARTENS ACE HARDWARE	SMARTFLO MAX HOSE/HANGR HOSE WALL MNT	03/21/2024	234955	100-70-5411-3-36	46.98	46.98
Total MARTENS ACE HARDWARE:						3,539.31
MENARDS - BEAVER DAM						
MENARDS - BEAVER DAM	REBATE APPLIED	03/21/2024	50368	100-10-5142-3-38	51.57	51.57
MENARDS - BEAVER DAM	SUPPLIES - POOL STICK CABINET @ NEW COMMUNITY CENTER	03/21/2024	50312	100-20-5511-3-38	173.85	173.85
MENARDS - BEAVER DAM	WEST END PARK - HORSE SHOE PIT LIGHTS	03/21/2024	50428	100-20-5525-3-36	125.91	125.91
MENARDS - BEAVER DAM	BOARDWALK REPAIRS	03/21/2024	50666	100-20-5525-3-36	314.49	314.49
MENARDS - BEAVER DAM	PARK PROGRAM	03/21/2024	50971	100-20-5525-3-39	101.88	101.88
Total MENARDS - BEAVER DAM:						767.70
MIDWEST PLAYSCAPES INC						
MIDWEST PLAYSCAPES INC	TUBE REPLACEMENT - VANDALISM WEST END PARK	03/21/2024	10476	100-70-5410-3-36	2,440.00	2,440.00

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total MIDWEST PLAYSCAPES INC:						2,440.00
MILTON PROPANE INC						
MILTON PROPANE INC	NEW ACCOUNT N11363 STATE RD 26	03/21/2024	U0010554	419-70-5435-3-38	339.80	339.80
Total MILTON PROPANE INC:						339.80
MSA PROFESSIONAL SERVICES INC						
MSA PROFESSIONAL SERVICES INC	LANDFILL MONITORING 2023 4.30.23-1.6.24	03/21/2024	002604	100-70-5420-3-38	6,200.00	6,200.00
Total MSA PROFESSIONAL SERVICES INC:						6,200.00
NAPA AUTO PARTS-WAUPUN						
NAPA AUTO PARTS-WAUPUN	SILICONE SPRAY/EURO-PASTE/WIPER - EQUIPMENT	03/21/2024	402455	100-70-5411-3-36	103.47	103.47
NAPA AUTO PARTS-WAUPUN	FLUID FILTER	03/21/2024	402488	100-70-5411-3-36	58.37	58.37
NAPA AUTO PARTS-WAUPUN	TIRE VALVE STEM TOOLS/RUBBER LUBRICANT APPLICATOR	03/21/2024	402496	100-70-5411-3-36	21.96	21.96
NAPA AUTO PARTS-WAUPUN	OIL FILTER - VAC TRAILER	03/21/2024	402714	700-10-5192-3-36	16.59	16.59
NAPA AUTO PARTS-WAUPUN	FUEL FILTER - VAC TRAILER	03/21/2024	402783	700-10-5192-3-36	5.67	5.67
NAPA AUTO PARTS-WAUPUN	AIR FILTER - SHOP SAW	03/21/2024	402785	100-70-5411-3-36	18.99	18.99
NAPA AUTO PARTS-WAUPUN	CREDIT	03/21/2024	402855	100-70-5411-3-36	.83-	.83-
NAPA AUTO PARTS-WAUPUN	FITTINGS	03/21/2024	402863	100-70-5411-3-36	47.99	47.99
NAPA AUTO PARTS-WAUPUN	AEROSOL/CODE A	03/21/2024	402945	100-70-5411-3-36	59.59	59.59
NAPA AUTO PARTS-WAUPUN	BRACKET	03/21/2024	403305	410-70-5412-4-00	30.24	30.24
NAPA AUTO PARTS-WAUPUN	REPLACE HYDRAULIC FILTER	03/21/2024	403306	100-70-5411-3-36	58.37	58.37
NAPA AUTO PARTS-WAUPUN	CREDIT	03/21/2024	403502	100-70-5411-3-36	58.37-	58.37-
NAPA AUTO PARTS-WAUPUN	SWITCH	03/21/2024	403591	410-70-5412-4-00	22.31	22.31
NAPA AUTO PARTS-WAUPUN	FUSE HOLDER	03/21/2024	403592	410-70-5412-4-00	7.99	7.99
NAPA AUTO PARTS-WAUPUN	TIRE PRESSURE SENSORS	03/21/2024	404229	100-70-5411-3-36	256.60	256.60
NAPA AUTO PARTS-WAUPUN	TENSION TESTER	03/21/2024	404379	100-70-5411-3-38	68.29	68.29
NAPA AUTO PARTS-WAUPUN	SLEEVED RETAINER/PIN	03/21/2024	404641	100-70-5411-3-36	25.36	25.36
NAPA AUTO PARTS-WAUPUN	GLOW PLUG	03/21/2024	404703	100-70-5411-3-36	21.21	21.21
NAPA AUTO PARTS-WAUPUN	SLEEVED RETAINER/PIN - REPLACE TEETH ON BUCKET	03/21/2024	404913	100-70-5411-3-36	38.04	38.04
Total NAPA AUTO PARTS-WAUPUN:						801.84
NAVIS, MIKE						
NAVIS, MIKE	EYE GLASS ALLOWANCE	03/21/2024	03072024	100-40-5211-3-38	150.00	150.00
Total NAVIS, MIKE:						150.00
O'REILLY AUTOMOTIVE INC						
O'REILLY AUTOMOTIVE INC	#151-76 SERVICE	03/21/2024	2391-132845	100-70-5411-3-36	79.40	79.40
O'REILLY AUTOMOTIVE INC	#160-96 SERVICE	03/21/2024	2391-132844	100-70-5411-3-36	83.97	83.97
O'REILLY AUTOMOTIVE INC	#166-12 SERVICE	03/21/2024	2391-132742	100-70-5411-3-36	44.33	44.33
Total O'REILLY AUTOMOTIVE INC:						207.70
PETTY CASH-CITY HALL						
PETTY CASH-CITY HALL	REIMBURSE MILEAGE - DODGE CTY - PICK UP ELECTION DAY DOCUMENTS - HULL	03/21/2024	3-15-24	100-10-5142-3-37	22.78	22.78
Total PETTY CASH-CITY HALL:						22.78

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
PIGGLY WIGGLY DISCOUNT FOODS						
PIGGLY WIGGLY DISCOUNT FOODS	FD - EV INCIDENT TRAINING	03/21/2024	4968	100-50-5234-3-38	179.80	179.80
Total PIGGLY WIGGLY DISCOUNT FOODS:						179.80
PROS 4 TECHNOLOGY INC						
PROS 4 TECHNOLOGY INC	MICROSOFT 365 AGREEMENT MARCH 24	03/21/2024	49425	100-10-5197-3-38	114.00	114.00
PROS 4 TECHNOLOGY INC	AGREEMENT ADVANCED SECURITY MAR 23	03/21/2024	49424	100-10-5197-3-38	632.00	632.00
PROS 4 TECHNOLOGY INC	AGREEMENT MANAGED BACKUP SERVICE MAR 24	03/21/2024	49426	100-10-5197-3-38	84.00	84.00
PROS 4 TECHNOLOGY INC	IT MANAGEMENT MAR 24	03/21/2024	49423	100-10-5197-3-38	2,785.00	2,785.00
PROS 4 TECHNOLOGY INC	COMMUNITY CENTER IT SET-UP	03/21/2024	49027	100-20-5511-3-38	8,932.01	8,932.01
Total PROS 4 TECHNOLOGY INC:						12,547.01
QUALITY TRUCK CARE CENTER INC						
QUALITY TRUCK CARE CENTER INC	INSULATOR - FUEL TANK SUPPORT #11-01	03/21/2024	X103025839:0	100-70-5411-3-36	50.72	50.72
Total QUALITY TRUCK CARE CENTER INC:						50.72
R BAUMAN & ASSOCIATES SC						
R BAUMAN & ASSOCIATES SC	PSYCH EVAL PRE-EMPLOYMENT - LAW ENFORCEMENT	03/21/2024	1815	100-40-5212-3-38	495.00	495.00
Total R BAUMAN & ASSOCIATES SC:						495.00
RENNERTS						
RENNERTS	NEW BATTERIES FOR 592	03/21/2024	1986	100-50-5232-3-36	807.50	807.50
Total RENNERTS:						807.50
RENS FLORAL						
RENS FLORAL	VASE TO DEMOTTS SERVICE	03/21/2024	2357	100-50-5231-3-38	80.95	80.95
Total RENS FLORAL:						80.95
ROET'S HOME HEATING						
ROET'S HOME HEATING	FILTERS	03/21/2024	3575	100-70-5412-3-36	298.80	298.80
Total ROET'S HOME HEATING:						298.80
SAFETY KLEEN						
SAFETY KLEEN	USED OIL	03/21/2024	93877470	100-70-5411-3-36	360.00	360.00
Total SAFETY KLEEN:						360.00
SCHWAAB INC						
SCHWAAB INC	CALENDAR MAGNETS	03/21/2024	4383605	420-70-5436-3-38	643.00	643.00
Total SCHWAAB INC:						643.00
SERWE IMPLEMENT						
SERWE IMPLEMENT	REPLACE ADJUSTING ROD #163-08	03/21/2024	10884	100-70-5411-3-36	115.13	115.13
Total SERWE IMPLEMENT:						115.13

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
SMA CONSTRUCTION SERVICES						
SMA CONSTRUCTION SERVICES	SENIOR/COMMUNITY CENTER PAYMENT #4	03/21/2024	COMMUNITY	400-20-5513-8-00	612,564.75	612,564.75
Total SMA CONSTRUCTION SERVICES:						612,564.75
SMITS & BLAZEL LAW OFFICE						
SMITS & BLAZEL LAW OFFICE	ATTORNEY FEES - STOB	03/21/2024	15915	100-10-5161-3-38	1,811.64	1,811.64
Total SMITS & BLAZEL LAW OFFICE:						1,811.64
SODA, CHRISTOPHER						
SODA, CHRISTOPHER	EV INCIDENT TRAINING	03/21/2024	3-12-24	100-50-5234-3-38	3,200.00	3,200.00
Total SODA, CHRISTOPHER:						3,200.00
SSM HEALTH AT WORK						
SSM HEALTH AT WORK	PRE-EMPLOYMENT PHYSICALS - PD	03/21/2024	42096	100-40-5215-3-37	932.20	932.20
SSM HEALTH AT WORK	WELLNESS CLINIC UTILITY SHARE - JAN 2024	03/21/2024	41862	100-13850	1,683.30	1,683.30
SSM HEALTH AT WORK	WELLNESS CLINIC UTILITY SHARE - FEB 2024	03/21/2024	42261	100-13850	3,862.70	3,862.70
Total SSM HEALTH AT WORK:						6,478.20
STAPLES						
STAPLES	P-TOUCH TAPE	03/21/2024	3560620428	100-50-5230-3-30	28.98	28.98
STAPLES	OFFICE SUPPLIES	03/21/2024	3560620427	100-10-5141-3-30	23.58	23.58
Total STAPLES:						52.56
STOB						
STOB	ROBERT GORDON BOOT ASSY KIT - CITY GARAGE	03/21/2024	15523	100-70-5412-3-36	270.00	270.00
Total STOB PLUMBING & HEATING INC:						270.00
SURE FIRE INC						
SURE FIRE INC	CITY GARAGE - REPLACE IGNITOR - LABOR	03/21/2024	40558281	100-70-5412-3-36	756.22	756.22
Total SURE FIRE INC:						756.22
THE RISELING GROUP LLC						
THE RISELING GROUP LLC	POLICE CHIEF INTERVIEW PREPARATION	03/21/2024	24-004	100-10-5143-3-38	1,800.00	1,800.00
Total THE RISELING GROUP LLC:						1,800.00
TOMAH VA MEDICAL CENTER						
TOMAH VA MEDICAL CENTER	REIMBURSE TUITION FEE - ELECTRIC VEHICLE TRAINING - SCHOLZE & DAVIDSON	03/21/2024	3-12-24	100-46-4625-0-00	50.00	50.00
Total TOMAH VA MEDICAL CENTER:						50.00
TRU CLEANERS LLC						
TRU CLEANERS LLC	CLEANING SERVICE FOR CITY OF WAUPUN - FOR FEB 2024	03/13/2024	CW030124	100-70-5410-3-38	4,134.27	4,134.27

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Total TRU CLEANERS LLC:						4,134.27
US CELLULAR						
US CELLULAR	ECONOMIC DEVELOPER/ADMINISTRATOR CELL PHONE - FEB 2024	03/21/2024	0635853197	100-10-5191-3-31	388.08	388.08
Total US CELLULAR:						388.08
VANDEZANDE & KAUFMAN, LLP						
VANDEZANDE & KAUFMAN, LLP	TRAFFIC MONTHLY ATTORNEY FEES - FEB 2024	03/21/2024	15384	100-10-5161-3-38	1,230.00	1,230.00
VANDEZANDE & KAUFMAN, LLP	MONTHLY CITY ATTORNEY FEES - FEB 2024	03/21/2024	FEB2024	100-10-5161-3-38	2,280.00	2,280.00
Total VANDEZANDE & KAUFMAN, LLP:						3,510.00
VERTICAL CONSULTANTS LLC						
VERTICAL CONSULTANTS LLC	CONSULTING SERVICES - US CELL/CELL SITE LEASE	03/21/2024	17397	404-10-5711-3-38	1,343.00	1,343.00
VERTICAL CONSULTANTS LLC	CONSULTING SERVICES - US CELL/CELL SITE LEASE	03/21/2024	17554	404-10-5711-3-38	1,027.00	1,027.00
Total VERTICAL CONSULTANTS LLC:						2,370.00
VOSSEKUIL, BOBBIE						
VOSSEKUIL, BOBBIE	REIMBURSEMENT - AMBULANCE SUPPLIES	03/21/2024	3-4-24	100-50-5230-3-38	20.86	20.86
VOSSEKUIL, BOBBIE	REIMBURSEMENT - BABY ASPIRIN FOR MEDICAL	03/21/2024	3-4-24/1	100-50-5230-3-38	6.39	6.39
Total VOSSEKUIL, BOBBIE:						27.25
WALMART COMMUNITY/CAPITAL ONE						
WALMART COMMUNITY/CAPITAL ON	PARK PROGRAM RAFFLE BASKETS	03/21/2024	3-14-24	100-20-5525-3-39	69.17	69.17
Total WALMART COMMUNITY/CAPITAL ONE:						69.17
WAUPUN AREA ANIMAL SHELTER INC						
WAUPUN AREA ANIMAL SHELTER IN	MONTHLY CONTRACT - MAR 2024	03/21/2024	MAR24	100-40-5343-3-38	1,000.00	1,000.00
Total WAUPUN AREA ANIMAL SHELTER INC:						1,000.00
WAUPUN UTILITIES						
WAUPUN UTILITIES	STORMWATER BILLING & COLLECTION FEES - FEBRUARY 2024	03/21/2024	6098	700-10-5192-3-38	874.25	874.25
WAUPUN UTILITIES	N11363 STATE RD 26	03/21/2024	FEB1-MARCH	419-70-5435-3-38	33.61	33.61
WAUPUN UTILITIES	MONTHLY UTILITY CHARGES	03/21/2024	FEB2024	100-50-5251-3-32	24,241.59	24,241.59
WAUPUN UTILITIES	2022 CVMIC LIABILITY DIVIDEND	03/21/2024	31224	100-10-5194-3-38	3,210.00	3,210.00
Total WAUPUN UTILITIES:						28,359.45
WERNER ELECTRIC SUPPLY						
WERNER ELECTRIC SUPPLY	CITY HALL ELECTRICAL PANEL REPLACEMENT - STAGE AUDITORIUM	03/21/2024	S7347426.001	100-70-5410-3-36	84.56	84.56
WERNER ELECTRIC SUPPLY	EMERGENCY LIGHTS - LIBRARY/SAFETY BUILDING	03/21/2024	S7351232.001	100-70-5410-3-36	173.12	173.12
Total WERNER ELECTRIC SUPPLY:						257.68

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
WI DEPT OF JUSTICE						
WI DEPT OF JUSTICE	G3369 - BACKGROUND CHECKS - FEB 2024	03/21/2024	G3369-FEB24	100-40-5213-3-38	42.00	42.00
Total WI DEPT OF JUSTICE:						42.00
WI FBINAA						
WI FBINAA	CONFERENCE REGISTRATION FEE - 2024	03/21/2024	03062024	100-40-5215-3-37	110.00	110.00
Total WI FBINAA:						110.00
WI SOCIETY OF EMERGENCY SERVICES INSTRUC						
WI SOCIETY OF EMERGENCY SERVIC	ANNUAL DUES-DEMAA/BEER	03/21/2024	4326	100-50-5234-3-34	60.00	60.00
Total WI SOCIETY OF EMERGENCY SERVICES INSTRUC:						60.00
WI STATE FIRE CHIEF'S ASSOC						
WI STATE FIRE CHIEF'S ASSOC	WSFCA MEMBERSHIP DUES - BEER/DEMOTTS/TELETZKE/DUER	03/21/2024	589	100-50-5231-3-34	380.00	380.00
Total WI STATE FIRE CHIEF'S ASSOC:						380.00
WOLVERINE FIREWORKS DISPLAY INC						
WOLVERINE FIREWORKS DISPLAY IN	CELEBRATE WAUPUN 2024 - DOWNPAYMENT	03/21/2024	3-12-24	100-10-5534-3-38	7,500.00	7,500.00
Total WOLVERINE FIREWORKS DISPLAY INC:						7,500.00
XAVUS SOLUTIONS LLC						
XAVUS SOLUTIONS LLC	MYSENIORCENTER MANAGEMENT SYSTEM/TOUCHSCREEN APPLICATION	03/18/2024	23647	100-10-5197-3-38	4,565.00	4,565.00
Total XAVUS SOLUTIONS LLC:						4,565.00
YMCA OF DODGE COUNTY						
YMCA OF DODGE COUNTY	2024 CONTRACT FEE	03/21/2024	3-6-24	100-20-5523-3-38	1,500.00	1,500.00
Total YMCA OF DODGE COUNTY:						1,500.00
Grand Totals:						836,354.54

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-10-5110-3-35	247.35	.00	247.35
100-10-5131-3-31	40.00	.00	40.00
100-10-5131-3-37	75.00	.00	75.00
100-10-5141-3-30	23.58	.00	23.58
100-10-5141-3-31	67.07	.00	67.07
100-10-5141-3-36	310.56	.00	310.56
100-10-5141-3-38	511.17	.00	511.17
100-10-5142-3-37	22.78	.00	22.78
100-10-5142-3-38	101.76	50.19-	51.57
100-10-5143-3-38	1,800.00	.00	1,800.00
100-10-5157-3-38	31,753.12	.00	31,753.12

GL Account	Debit	Credit	Proof
100-10-5161-3-38	5,321.64	.00	5,321.64
100-10-5163-3-38	550.00	.00	550.00
100-10-5191-3-31	67.07	.00	67.07
100-10-5194-3-38	3,210.00	.00	3,210.00
100-10-5196-3-38	14,860.29	.00	14,860.29
100-10-5197-3-31	149.98	.00	149.98
100-10-5197-3-38	8,180.00	.00	8,180.00
100-10-5255-3-38	5,500.00	.00	5,500.00
100-10-5256-3-38	3,892.84	.00	3,892.84
100-10-5534-3-38	7,547.78	.00	7,547.78
100-12634	1,799.96	.00	1,799.96
100-13850	8,427.91	.00	8,427.91
100-20-5511-3-38	15,237.75	.00	15,237.75
100-20-5512-3-32	548.53	.00	548.53
100-20-5513-3-31	68.20	.00	68.20
100-20-5513-3-32	668.95	.00	668.95
100-20-5513-3-37	12.32	.00	12.32
100-20-5513-3-38	180.04	.00	180.04
100-20-5523-3-32	1,063.37	.00	1,063.37
100-20-5523-3-36	351.97	150.99-	200.98
100-20-5523-3-38	1,619.98	.00	1,619.98
100-20-5525-3-32	2,013.36	.00	2,013.36
100-20-5525-3-35	102.65	.00	102.65
100-20-5525-3-36	959.94	.00	959.94
100-20-5525-3-39	171.05	.00	171.05
100-21100	426.18	178,880.92-	178,454.74-
100-40-5211-3-31	862.44	.00	862.44
100-40-5211-3-32	1,403.36	.00	1,403.36
100-40-5211-3-38	880.47	.00	880.47
100-40-5212-3-36	100.00	.00	100.00
100-40-5212-3-38	510.99	.00	510.99
100-40-5213-3-38	42.00	.00	42.00
100-40-5215-3-37	863.00	.00	863.00
100-40-5343-3-38	1,000.00	.00	1,000.00
100-46-4625-0-00	50.00	.00	50.00
100-50-5230-3-30	28.98	.00	28.98
100-50-5230-3-31	41.72	.00	41.72
100-50-5230-3-36	133.89	.00	133.89
100-50-5230-3-38	489.10	.00	489.10
100-50-5231-3-31	208.61	.00	208.61
100-50-5231-3-32	789.39	.00	789.39
100-50-5231-3-34	620.00	.00	620.00
100-50-5231-3-38	80.95	.00	80.95
100-50-5232-3-36	1,008.09	.00	1,008.09
100-50-5232-3-38	1,068.00	.00	1,068.00
100-50-5233-3-34	206.00	.00	206.00
100-50-5234-3-34	60.00	.00	60.00
100-50-5234-3-38	5,120.67	.00	5,120.67
100-50-5251-3-31	27.81	.00	27.81
100-50-5251-3-32	16.00	.00	16.00
100-70-5410-3-32	10,010.96	.00	10,010.96
100-70-5410-3-36	3,899.28	165.80-	3,733.48
100-70-5410-3-38	4,820.44	.00	4,820.44
100-70-5411-3-36	3,304.98	59.20-	3,245.78
100-70-5411-3-38	604.30	.00	604.30
100-70-5412-3-32	2,847.60	.00	2,847.60
100-70-5412-3-36	1,581.40	.00	1,581.40
100-70-5412-3-38	632.69	.00	632.69

GL Account	Debit	Credit	Proof
100-70-5420-3-31	135.00	.00	135.00
100-70-5420-3-35	102.65	.00	102.65
100-70-5420-3-38	6,200.00	.00	6,200.00
100-70-5435-3-36	1,171.50	.00	1,171.50
100-70-5441-3-32	229.02	.00	229.02
100-70-5442-3-32	10,271.66	.00	10,271.66
210-21100	.00	1,548.63-	1,548.63-
210-60-5511-3-31	50.74	.00	50.74
210-60-5511-3-32	1,395.24	.00	1,395.24
210-60-5511-3-35	102.65	.00	102.65
230-21100	.00	1,499.14-	1,499.14-
230-30-5241-3-38	1,499.14	.00	1,499.14
400-10-5140-8-00	75.46	.00	75.46
400-20-5513-8-00	612,564.75	.00	612,564.75
400-21100	.00	612,640.21-	612,640.21-
401-21100	.00	208.13-	208.13-
401-70-5436-3-39	208.13	.00	208.13
404-10-5711-3-38	2,370.00	.00	2,370.00
404-21100	.00	2,370.00-	2,370.00-
405-21100	.00	1,385.00-	1,385.00-
405-70-5436-3-38	589.37	.00	589.37
405-70-5436-3-39	208.13	.00	208.13
405-70-5437-8-00	587.50	.00	587.50
407-21100	.00	208.13-	208.13-
407-70-5436-3-39	208.13	.00	208.13
408-21100	.00	208.13-	208.13-
408-70-5436-3-39	208.13	.00	208.13
410-21100	.00	360.54-	360.54-
410-50-5231-4-00	300.00	.00	300.00
410-70-5412-4-00	60.54	.00	60.54
418-21100	.00	17,708.13-	17,708.13-
418-70-5436-3-39	208.13	.00	208.13
418-70-5436-8-00	17,500.00	.00	17,500.00
419-21100	.00	796.24-	796.24-
419-70-5435-3-38	373.41	.00	373.41
419-70-5435-3-39	208.13	.00	208.13
419-70-5435-8-00	214.70	.00	214.70
420-21100	.00	643.00-	643.00-
420-70-5436-3-38	643.00	.00	643.00
430-21100	.00	2,462.87-	2,462.87-
430-70-5436-3-42	2,462.87	.00	2,462.87
501-10-5154-3-38	12,444.88	.00	12,444.88
501-21100	.00	12,444.88-	12,444.88-
502-10-5850-3-38	1,958.10	.00	1,958.10
502-21100	.00	1,958.10-	1,958.10-
700-10-5192-3-32	32.25	.00	32.25
700-10-5192-3-36	22.26	.00	22.26
700-10-5192-3-38	1,374.25	.00	1,374.25
700-10-5193-3-36	29.91	.00	29.91
700-21100	.00	1,458.67-	1,458.67-
Grand Totals:	837,206.90	837,206.90-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"

Invoice.Batch = "031824","031324","032624"



AGENDA SUMMARY SHEET

MEETING DATE: 03/26/2024
AGENDA SECTION: CONSIDERATION-ACTION
PRESENTER: Jeff Daane, Public Works Director

TITLE: City Hall Reroof Existing Ballasted Roofs with EPDM Adhered Roof System Bid Award

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT
Sustainability	\$113,671

ISSUE SUMMARY

The City received two sealed bids for the roofing project at City Hall. The bids were opened publicly on March 5th. The low bidder was HP Roofing & Construction. We have not worked with either bidder for roofing work.

We had an estimate for the project of \$86,300 so the low bid came in \$27,371 over budgeted amount. To fund the extra portion it would need to come out of fund balance that does affect other future projects.

STAFF RECCOMENDATION:

We did have six contractors come to the pre-bid meeting and only two submitted bids. The bids came in well over budget and accepting the low bid at this time could have an impact on other future projects. Staff recommendation would be to not select either bid, see how some of our summer projects come in budget wise. We could re-bid again this fall to see if we can get a better number

ATTACHMENTS:

Bid Tab

RECCOMENDED MOTION OPTIONS:

1. Do not select either bid due to the large cost difference from the budgeted amount. Re-bid again later this summer.
OR
2. Recommend bid from HP Roofing and Construction for the amount of \$113,671
OR
3. Recommend bid from M. M Schranz Roofing Inc. for the amount of \$125,780

**CITY OF WAUPUN
BID TAB**

Reroof Existing Ballasted Roofs with EPDM Adhered Roof System

Item	HP Roofing & Construction 4502 W Mildand Dr Milwaukee, WI 53219	M.M Schranz Roofing Inc 6360 Mill North 60th St Milwaukee, WI 53218
TOTAL COST:	\$113,671.00	\$125,780.00



AGENDA SUMMARY SHEET

MEETING DATE 3/26/24

TITLE: MSA Professional Services Agreement -2024
Stormwater Quality Master Plan Update

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Jeff Daane, Director of Public Works

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT
Sustainability	\$50,000 total \$25,000 reimbursed by grant

ISSUE SUMMARY

In 2023 the City applied for and was awarded a UNPS planning grant to help with evaluating location of future storm water pond locations. This grant reimburses 50% up to \$25,000.

The City of Waupun is responsible for managing a municipal separate storm sewer system (MS4) that is regulated by the Wisconsin DNR under General Permit WI-S050075-3. The permit requires the city to quantify annual loads and reduce Total Phosphorus (TP) and Total Suspended Solids (TSS) in stormwater runoff that passes through the city's MS4 to meet the requirements of the Total Maximum Daily Load (TMDL) for the Rock River Watershed.

The city is located entirely within the Rock River Watershed and drains to three reaches that are tributary to the Rock River: South Branch Rock River (mile 3 to 30 - R2), South Branch Rock River (mile 1 to 3 - R3), and West Branch Rock River/Horicon Marsh (R4). A recent stormwater quality master plan evaluated the water quality treatment provided by 23 existing structural stormwater management practices and the City's street sweeping program. The analysis of existing conditions identified that the City is in compliance with TMDL requirements for reach R4 but not for reaches R2 or R3.

In Reach 2, the City's system falls short of the 41% TSS reduction goal by 26.5% or 44.5 tons/yr. The City's most recent plan revision identified 14 alternative new BMPs that could achieve another 32 tons/yr, which is not sufficient to meet TMDL requirements. The City's system also falls short of the 48% TP reduction goal by 37.9% or 451 lbs/yr. The identified new BMPs could achieve another 173.6 lbs/yr, which is also not sufficient to meet TMDL requirements.

In Reach 3, the City's system falls short of the 56% TSS reduction goal by 14.5% or 6.2 tons/yr. The City's most recent plan revision identified two alternative new BMPs that could achieve another 5.7 tons/yr, which is very close but still insufficient to meet TMDL requirements. The City's system also falls short of the 87% TP reduction goal by 56.0% or 148 lbs/yr. The identifies new BMPs could achieve another 25 lbs/yr, which is not sufficient to meet TMDL requirements.

The activities described in this scope of work will evaluate up to 45 potential new BMPs within the city to improve stormwater quality treatment within the two reaches where TMDL goals are not being met. It is unknown at this time if sufficient additional BMPs can be identified to achieve TMDL goals; however it is felt that after completion of this analysis the city will be in a position to state whether the goals are achievable through practices conducted within city limits.

Scope of Work

This project aims to evaluate additional stormwater quality BMPs for improving stormwater quality within reaches R2 and R3, building upon the City's existing stormwater quality master plan. The project involves identifying up to 45 total sites for new BMPs in the project activities described below:

1. Identify additional BMP sites: The city will use existing GIS data describing its storm sewer system to identify vacant or comparatively low-value properties within a certain proximity to trunk storm sewer lines. In conjunction with city staff, these parcels will be evaluated to determine their feasibility for implementing stormwater quality BMPs.
2. Delineate watersheds: Utilizing existing GIS data available from the latest stormwater quality plan, the direct drainage area to each BMP will be delineated.
3. Determining WinSLAMM land use: the WinSLAMM 'standard land use' will be updated to show current developed conditions within each watershed. It is noted that this process will need to be completed both for the watershed tributary to the new pond, but also for the original watershed from which the new pond's watershed is subdivided.
4. Prepare concept BMP designs: conceptual designs for BMPs will be developed to maximize available space for better capture of TSS and TP within stormwater runoff.
5. Revising WinSLAMM models: model data will be entered into the City's existing WinSLAMM model to describe source areas drainage to each BMP and the function of the BMP at trapping TSS and TP.
6. Optimize BMPs performance: the model will be solved in an iterative process whereby BMP geometry and outlet structures are modified to achieve optimal TSS and TP trapping efficiencies.
7. Develop conceptual cost estimates for each BMP: construction quantities will be estimated from concept plans, and recent bid prices will be applied to develop conceptual cost estimates.
8. Priority ranking: each new/alternative BMP will be ranked based on cost-effectiveness on a cost per pound of TP reduction, relative to other BMPs already evaluated.
9. Reporting: a final summary report will be prepared, updating existing TSS and TP reductions for reaches R33, R34, and R37 and making recommendations for the construction of new BMPs for each reach on a cost-effectiveness basis.

STAFF RECCOMENDATION:

Approve agreement with MSA

ATTACHMENTS:

MSA agreement

Grant award from DNR

DNR approval letter on MSA scope of service agreement

RECOMMENDED MOTION:

Approve MSA Professional Services Agreement to perform the 2024 Stormwater Quality Master Plan Update



MSA Project Number: 00212126

This AGREEMENT (Agreement) is made effective February 13, 2024 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1702 Pankratz Street, Madison, WI 53704

Phone: (608) 242-7779

Representative: Eric Thompson, PE

Email: ethompson@msa-ps.com

CITY OF WAUPUN (OWNER)

Address: 201 E. Main Street, Waupun, WI 53963

Phone: (920) 324-7918

Representative: Jeff Daane Email: jeff@cityofwaupun.org

Project Name: 2024 Stormwater Quality Master Plan Update

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: February 19, 2024
Approximate Completion Date: December 31, 2025

The estimated fee for the work is: \$50,000

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis. Attachment B: Rate Schedule is attached and made part of this Agreement

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF WAUPUN

MSA PROFESSIONAL SERVICES, INC.

Jeff Daane
DPW
Date: _____

Eric Thompson, PE
Senior Team Leader Engineering
Date: _____

**MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. Electronic Documents and Transmittals. Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. Building Information Modelling (BIM). For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 10 of this Agreement.

14. Construction Site Visits. If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15. Termination. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

16. Betterment. If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

17. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

18. Insurance. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional

insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

19. Reuse of Documents. Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

20. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

21. Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

22. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

23. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

31. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

32. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

ATTACHMENT A: SCOPE OF SERVICES

The City of Waupun is responsible for managing a municipal separate storm sewer system (MS4) that is regulated by the Wisconsin DNR under General Permit WI-S050075-3. The permit requires the city to quantify annual loads and reduce Total Phosphorus (TP) and Total Suspended Solids (TSS) in stormwater runoff that passes through the city's MS4 to meet the requirements of the Total Maximum Daily Load (TMDL) for the Rock River Watershed.

The city is located entirely within the Rock River Watershed and drains to three reaches that are tributary to the Rock River: South Branch Rock River (mile 3 to 30 - R2), South Branch Rock River (mile 1 to 3 - R3), and West Branch Rock River/Horicon Marsh (R4). A recent stormwater quality master plan evaluated the water quality treatment provided by 23 existing structural stormwater management practices and the City's street sweeping program. The analysis of existing conditions identified that the City is in compliance with TMDL requirements for reach R4 but not for reaches R2 or R3.

In Reach 2, the City's system falls short of the 41% TSS reduction goal by 26.5% or 44.5 tons/yr. The City's most recent plan revision identified 14 alternative new BMPs that could achieve another 32 tons/yr, which is not sufficient to meet TMDL requirements. The City's system also falls short of the 48% TP reduction goal by 37.9% or 451 lbs/yr. The identified new BMPs could achieve another 173.6 lbs/yr, which is also not sufficient to meet TMDL requirements.

In Reach 3, the City's system falls short of the 56% TSS reduction goal by 14.5% or 6.2 tons/yr. The City's most recent plan revision identified two alternative new BMPs that could achieve another 5.7 tons/yr, which is very close but still insufficient to meet TMDL requirements. The City's system also falls short of the 87% TP reduction goal by 56.0% or 148 lbs/yr. The identifies new BMPs could achieve another 25 lbs/yr, which is not sufficient to meet TMDL requirements.

The activities described in this scope of work will evaluate up to 45 potential new BMPs within the city to improve stormwater quality treatment within the two reaches where TMDL goals are not being met. It is unknown at this time if sufficient additional BMPs can be identified to achieve TMDL goals; however it is felt that after completion of this analysis the city will be in a position to state whether the goals are achievable through practices conducted within city limits.

Scope of Work

This project aims to evaluate additional stormwater quality BMPs for improving stormwater quality within reaches R2 and R3, building upon the City's existing stormwater quality master plan. The project involves identifying up to 45 total sites for new BMPs in the project activities described below:

1. Identify additional BMP sites: The city will use existing GIS data describing its storm sewer system to identify vacant or comparatively low-value properties within a certain proximity to trunk storm sewer lines. In conjunction with city staff, these parcels will be evaluated to determine their feasibility for implementing stormwater quality BMPs.
2. Delineate watersheds: Utilizing existing GIS data available from the latest stormwater quality plan, the direct drainage area to each BMP will be delineated.

3. Determining WinSLAMM land use: the WinSLAMM 'standard land use' will be updated to show current developed conditions within each watershed. It is noted that this process will need to be completed both for the watershed tributary to the new pond, but also for the original watershed from which the new pond's watershed is subdivided.
4. Prepare concept BMP designs: conceptual designs for BMPs will be developed to maximize available space for better capture of TSS and TP within stormwater runoff.
5. Revising WinSLAMM models: model data will be entered into the City's existing WinSLAMM model to describe source areas drainage to each BMP and the function of the BMP at trapping TSS and TP.
6. Optimize BMPs performance: the model will be solved in an iterative process whereby BMP geometry and outlet structures are modified to achieve optimal TSS and TP trapping efficiencies.
7. Develop conceptual cost estimates for each BMP: construction quantities will be estimated from concept plans, and recent bid prices will be applied to develop conceptual cost estimates.
8. Priority ranking: each new/alternative BMP will be ranked based on cost-effectiveness on a cost per pound of TP reduction, relative to other BMPs already evaluated.
9. Reporting: a final summary report will be prepared, updating existing TSS and TP reductions for reaches R33, R34, and R37 and making recommendations for the construction of new BMPs for each reach on a cost-effectiveness basis.

**ATTACHMENT B:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 75 – \$150/hr.
Architects	\$ 75 – \$215/hr.
Community Development Specialists	\$135 – \$185/hr.
Digital Design.....	\$175 – \$195/hr.
Environmental Scientists/Hydrogeologists.....	\$105 – \$185/hr.
Geographic Information Systems (GIS).....	\$ 95 – \$185/hr.
Housing Administration	\$ 95 – \$170/hr.
HR.....	\$ 135 - \$150/hr.
Inspectors/Zoning Administrators	\$105 – \$130/hr.
IT Support	\$175 – \$195/hr.
Land Surveying	\$ 75 – \$185/hr.
Landscape Designers & Architects.....	\$ 75 – \$215/hr.
Planners.....	\$ 75 – \$205/hr.
Principals	\$210 – \$315/hr.
Professional Engineers/Designers of Engineering Systems	\$150 – \$200/hr.
Project Managers.....	\$150 – \$230/hr.
Real Estate Professionals	\$135 – \$165/hr.
Staff Engineers	\$ 75 – \$145/hr.
Technicians.....	\$ 95 – \$150/hr.
Wastewater Treatment Plant Operator	\$ 90 – \$115/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports.....	\$10
Copies	\$0.12/page
Plots	\$0.006/sq.in.
Flash Drive	\$10
GPS Equipment	\$20/hour
Dini Laser Level	\$30/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.75 mile standard/ \$0.67 mile for DOT
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment.....	\$20/hour - \$15/hour for DOT
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing.....	At cost
Geodimeter	\$30/hour
Drone Flight	\$375/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2024.

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Adam N. Payne, Secretary
Telephone 608-267-7556
Toll Free 1-888-936-7463
TTY Access via relay - 711



October 26, 2023

► REQUIRES IMMEDIATE ACTION ◀
Urban NPS & Stormwater Mgmt. Program
Grant# USP14292Y24
Grant Amount: \$25,000.00

Jeff Daane, Director of Public Works
City of Waupun
201 E. Main Street
Waupun, WI 53963

Dear Mr. Daane:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: *City of Waupun Stormwater Quality Planning*.

This grant, and any reimbursements made under it, is governed by very specific statute and administrative code provisions. Accordingly, please read the grant documents thoroughly, paying particular attention to the Scope and Conditions sections for eligibility, grantee requirements and reimbursement provisions. There are also several activities where you must obtain prior departmental review and authorization before proceeding.

You are obligated to submit a final report, using the Department's BMP Implementation Tracking System (BITS), prior to submitting your final reimbursement request for the projects completed under this grant; before and after photographs are a required component for construction projects.

In early 2024, DNR will hold a grant administration webinar to provide information about seeking reimbursement from DNR, amending your grant, submitting the final report, etc. All grantees receiving CY 2024 grant awards must attend the webinar or view the webinar recording prior to submitting the first reimbursement request for their grant. Stay tuned for details coming via email regarding the webinar date and time.

To accept this grant, please review the agreement and email a scanned copy signed by the authorized government official, along with the completed *Grantee Contact Page*, and evidence that your community has committed the necessary funding for the local share, to DNRCFANONPOINTGRANTS@wisconsin.gov.

Please review this grant thoroughly and if you have any questions, contact your Regional Nonpoint Source Coordinator, Dan Bekta, at (608) 333-6579. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. Thank you for your continued cooperation with Wisconsin's Runoff Management Grant Programs.

Sincerely,


for Jim Ritchie, Director
Bureau of Community Financial Assistance

Enclosure(s)

C (c-copy): Dan Bekta, Regional Nonpoint Source Coordinator, DNR South Central Region
Corinne Johnson, Nonpoint Source Program Grant Manager, CF/2

PROJECT CONTACT PAGE

INSTRUCTIONS: In the spaces below, insert contact information for the person **most directly involved** with this particular project. The Department will contact the person named for all matters related to this project.

Grant No.	USP14292Y24
Governmental Unit	City of Waupun
Project Contact Name	Jeff Daane
Project Contact Title	Director of Public works
Project Contact Mailing Address	201 E. Main St Waupun WI 53963
Project Contact Phone Number (direct):	(920) 324-7918 Extension:
Project Contact Email Address:	Jeff@cityofwaupun.org

Address to which reimbursement checks should be sent if different than contact information above:

Name	Casey Langenfeld
Title	Director of Finance / Assistant City Administrator
Mailing Address	201 E. Main St Waupun WI 53963
Phone Number (direct):	(920) 324-7850 Extension:
Email Address:	Finance@cityofwaupun.org

If information provided on this page -- or any information in Part 1 of the grant agreement changes during the grant period, please provide the updated information to DNR Nonpoint Source Program Grant Manager and the DNR Regional Nonpoint Source Coordinator.

Please complete this contact page and email it with the signed grant agreement to:
DNRCFANONPOINTGRANTS@wisconsin.gov.

State of Wisconsin
 Department of Natural Resources
 Bureau of Community Financial Assistance (CF/2)
 PO Box 7921
 Madison, Wisconsin 53707-7921

WISCONSIN URBAN NONPOINT SOURCE WATER POLLUTION ABATEMENT
 & STORMWATER MANAGEMENT GRANT PROGRAM
 PLANNING GRANT AGREEMENT

Form 8700-327 (rev. 07/2021)

Notice: By signing this grant agreement, grantees indicate concurrence with conditions of this agreement, authorized under ss. 281.66 and 283, Wis. Stats., and chs. NR 151, 154, 155 and 216, Wis. Adm. Code. This agreement must be signed and returned to the address above within 30 days so that funds will be reserved for this project. Failure to return a signed agreement will result in denial of grant funds. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.].

PART 1. GRANT ADMINISTRATION INFORMATION

Grant Number USP14292Y24	Grant Award Date October 26, 2023		
Grantee (Unit of Government) City of Waupun			Total Grant Amount \$25,000
Project Name City of Waupun Stormwater Quality Planning		Grant Period From January 1, 2024 Through December 31, 2025	
Authorized Government Official Jeff Daane, Director of Public Works		Grantee Contact Jeff Daane, Director of Public Works	
Government Official Address 201 E. Main Street		Contact's E-mail Address jeff@cityofwaupun.org	
City, ZIP Code, County Waupun, 53963, Dodge County		Contact's Telephone Number (920) 324-7918	
Name of Department Regional Nonpoint Source Coordinator, Phone Number and Email Address Dan Bekta, (608) 333-6579, Eugene.Bekta@wisconsin.gov			DNR Region South Central Region

PART 2. ELIGIBLE COST-SHARE BUDGET DATA

Note: Line items cannot be exceeded without grant agreement amendment.

Budget Line-Item Description	State Cost-Share Amount	Cost-Share Percentage
1. Urban Stormwater/Erosion Plan – BMP U8	\$25,000.00	50%
Total Maximum Grant Amount	\$25,000.00	

PART 3. PURPOSE AND SCOPE

This grant provides cost-share funding and authorizes reimbursement by the DEPARTMENT for the above-named project as described in the grant application submitted for the grant period in Part 1 above. Reimbursements may be made for work performed and expenses incurred for the following eligible local assistance activities to address storm water management under chs. NR 151 and NR 216, Wis. Adm. Code, or Total Maximum Daily Load goals.

1. Urban Stormwater/Erosion Plan – BMP U8

PART 4. CONDITIONS

A. General Conditions

- A.1. The Wisconsin Department of Natural Resources (DEPARTMENT) and the GRANTEE identified in Part 1 above mutually agree to perform this agreement in accordance with the Urban Nonpoint Source Water Pollution Abatement and Storm Water Management Grant Program and ss. 281.66 and 283, Wis. Stats., and chs. NR 151, 154, 155, and 216, Wis. Adm. Code, and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
- A.2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or covenants pertaining to this agreement are superseded. Any revisions to this agreement must be made by written amendment, signed by both parties, prior to the termination date of this agreement, whether for changes in scope, grant period, or cost. Requests to extend the grant period must be made 45 days or more before the end of the grant period in Part 1.

- A.3. Failure by the GRANTEE to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the GRANTEE. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement, at the DEPARTMENT's discretion.
- A.4. Eligibility for cost-sharing reimbursement is governed by the provisions of ch. NR 155, Wis. Adm. Code. Cost-share rates and applicability may be further limited by departmental contract approval(s), which may restrict the cost-share amount due to the eligibility requirements of the statute and codes.
- A.5. The amount listed in Part 2 above is the maximum amount the DEPARTMENT may reimburse under this agreement.
- A.6. The GRANTEE:
1. Agrees to comply with all applicable Federal, Wisconsin, and local laws in fulfilling the terms of this agreement. In particular, GRANTEE agrees to comply with all applicable local and state contract and bidding requirements. GRANTEE should consult its legal counsel with questions concerning contracts and bidding. For assistance, GRANTEE may consult Procurement Guide for Local Governments Receiving DNR Grants.
 2. Promises, in consideration of the promises made by the DEPARTMENT, to execute the project described in accordance with this agreement.
 3. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
 4. Agrees that its employees or agents are not employees or agents of the DEPARTMENT for any purpose, including Worker's Compensation.
 5. Agrees, to save, keep harmless, defend and indemnify the DEPARTMENT and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of GRANTEE's employees, agents or representatives.
 6. Agrees to reimburse the DEPARTMENT of any and all funds the DEPARTMENT deems appropriate in the event the GRANTEE fails to comply with the conditions of this agreement or project proposal as described or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the GRANTEE fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this agreement may be terminated, including further project cost payment.
 7. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the GRANTEE further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The GRANTEE agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
 8. Agrees that accounting for project funds shall conform to generally accepted accounting principles and practices, and that GRANTEE shall maintain a financial management system, separate from all other GRANTEE activities, for this agreement.
 9. Agrees to comply with the cost containment and procurement procedures in the applicable administrative codes governing this agreement.

10. Agrees that all contracts or scope of service agreements related to this grant-funded project must obtain prior approval of the DEPARTMENT Regional Nonpoint Source Coordinator for this grant, with respect to reimbursement eligibility and conformity with standards and storm water permitting requirements.
11. Agrees to retain and make available to the DEPARTMENT for inspection all fiscal records, including invoices and canceled checks, that support all project costs claimed by the GRANTEE, for three years from the date of final payment by the DEPARTMENT or three years after the end of the Grant period, whichever is later, or for a longer period if required by the DEPARTMENT for audit purposes.
12. Agrees to complete and submit project progress reports to the DEPARTMENT Regional Nonpoint Source Coordinator identified in Part 1 of this agreement with each request for partial grant reimbursement.
13. Agrees, within 60 days of the grant expiration date, to complete and submit a Final Report Form (Form #3400-189P) or to complete and submit a final report, using the DEPARTMENT's "BMP Implementation Tracking System" (BITS) once it is operational to replace Form 3400-189P, and submit a final request for grant reimbursement to the DEPARTMENT's Regional Nonpoint Source Coordinator for review and approval.
14. Agrees to submit final planning products required by a municipal storm water permit to the DEPARTMENT using the Water ePermitting System (<https://dnr.wisconsin.gov/permits/water>). Other final planning products will be submitted to the DEPARTMENT Regional Nonpoint Source Coordinator identified in Part 1 of this agreement.
15. Agrees that reimbursements may only be made for work performed, and expenses incurred, during the grant period as specified in Part 1 above.
16. Agrees to comply with annual Single Audit requirement, at its own expense, if combined total state and federal grant awards received by the GRANTEE from all sources is \$750,000 or more during the calendar year. Annual Single Audit requirements are specified in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (referred to as Uniform Guidance) and the Wisconsin State Single Audit Guidelines found at: <http://www.doa.state.wi.us/Divisions/budget-and-finance/financial-reporting/state-controllers-office/state-single-audit-guidelines> issued by the Wisconsin Department of Administration (DOA), State Controller's Office.
17. Should consider following methods for controlling, transporting and disposing of aquatic invasive plants and animals and water in which they may be contained, as described in the DEPARTMENT's Manual Code 9183.1 *Boat, Gear, and Equipment Decontamination and Disinfection* and available on the DEPARTMENT's website at: <http://dnr.wi.gov/topic/Invasives/disinfection.html>.

A.7. The DEPARTMENT:

1. Promises, in consideration of the covenants and agreements made by the GRANTEE, to obligate for the GRANTEE the amount identified in Part 2 above and to tender to the GRANTEE that portion of the obligation that is required to pay the DEPARTMENT's share of the costs based on the cost-share percentage listed in Part 2 above for eligible project work performed and expenses incurred during the grant period noted in Part 1 above.
2. Agrees that the GRANTEE shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The DEPARTMENT reserves the right only to ensure that the project is progressing or has been completed in compliance with the agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the GRANTEE or the GRANTEE's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the GRANTEE's employees or agents.
3. Shall reimburse the grantee at a rate of one-half the cost-share rate stipulated in Part 2 above until completed product(s) is submitted to, and approved by, the DEPARTMENT and the DEPARTMENT has approved the project's Final Report.
4. Shall reimburse costs incurred for completed grant project deliverables at amounts not to exceed those itemized for each grant deliverable in the DEPARTMENT's professional service agreement approval letter(s).

B – Special Condition

Environmental and Natural Heritage Concerns. Research and findings must include at least preliminary determinations on the potential for environmental hazards, cultural, historical, endangered and threatened resources, along with the potential for wetland and Chapter 30 conflicts, within the areas of prospective structural practice installations.

FOR THE GRANTEE

By:

Jeff Pann
Authorized Government Official

Director of Public Works
Title

October 31, 2023
Date Signed

FOR THE STATE OF WISCONSIN

By:

for Corinne Johnson
Jim Ritchie, Director
Bureau of Community Financial Assistance

October 26, 2023
Date Signed

(Printed Name, If Different Than Authorized Government Official on P.1)

When returning the signed grant, you must also include evidence of your community's local share of the grant project costs – such as a copy showing its inclusion in the municipal budget, or other evidence that the community has, in fact, committed the necessary funding to complete the project.



February 28, 2024

Jeff Daane
City of Waupun
201 E. Main Street
Waupun, WI 53963

Re: **Professional Services Agreement Approval for 2024 Stormwater Quality Master Plan Update
Urban Nonpoint Source & Storm Water Management UNPS Grant #USP14292Y24**

Dear Mr. Daane,

The Department of Natural Resources (DNR) has reviewed and hereby approves, for grant purposes, the scope of services contained in the Agreement for Technical Services, dated **February 13, 2024**, between the **City of Waupun** and **MSA Professional Services**, for engineering services for **Stormwater Quality Master Plan Update**. This approval is made a part of the Urban Nonpoint Source & Storm Water Management Grant Agreement for Grant Number **USP14292Y24** and any approved amendments.

The **Scope of Services** detailed in the agreement are eligible for grant reimbursement.

The fee proposed for this work is hourly, estimated at **\$50,000**.

Please note any changes to the contract scope or amounts, must first receive written approval from DNR to be eligible for reimbursement.

Please contact me if you have any questions about this approval.

Sincerely,

E. Dan Bekta, P.E.
Water Resources Engineer

**City of Waupun
Position Description**

JOB TITLE	Lieutenant of Investigations
REPORTS TO	Deputy Chief of Police, Chief of Police
DEPARTMENT	Police
TYPE	Non-represented
FLSA (overtime status)	Non-Exempt
APPROVED	March 26, 2024

GENERAL PURPOSE:

The Lieutenant of Investigations is a supervisory sworn law enforcement position of the police department and is a representative of the city of Waupun and the State of Wisconsin. The Lieutenant of Investigations is governed by not only legal but moral standards of the highest nature. The Lieutenant of Investigation's philosophy must be one of dedication to public service, setting aside their own personal interest for the common good. The Lieutenant of Investigations is under the direct supervision of Deputy Chief, but also reports to the Chief of Police.

The Lieutenant of Investigations is responsible for investigating and supervising the investigations of criminal offenses and follow up of serious incidents investigated by other officers. The Lieutenant of Investigations supervises the Police School Liaison Officer and the Canine Handler and programs. The Lieutenant of Investigations position is assigned to a flexible schedule necessary to accommodate investigations and assignments. The Lieutenant of Investigations performs a variety of complex administrative, supervisory and professional public safety work including planning, coordinating and directing the activities of the Police Department as a Shift Commander and supervisor. The Lieutenant exercises independent supervision over the Police Department's sworn law enforcement officers and nonsworn employees directly under the command of the Lieutenant. The Investigator is required to make decisions within the scope of assigned authority and shall accept responsibility for these decisions. The Investigator shall not abuse authority but be ready to shoulder given authority and exercise it judiciously.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive.

General, Supervisory and Managerial Responsibilities

- Assist in the planning, coordination, supervision, and evaluation of Police Department operations, and advise the Chief of Police through the Deputy Chief of recommendations for enhancing the efficiency and effectiveness of Department operations.
- Assist in the development of policies and procedures for the Department and implement directives from the Police Chief and Deputy Chief.
- Serve as Shift Commander when needed.

- Perform supervisory duties including supervising, evaluating, instructing, assigning, training, investigating, and developing and implementing recommendations regarding personnel management.
- Receive and investigate personnel complaints from citizens and personnel, involving personnel under the Lieutenant's direct supervision or as assigned, meets with personnel and citizens to receive complaints of misconduct, conducts investigations of misconduct, prepare reports and recommendations on all aspects of discipline to the Chief, subject to the review of the Deputy Chief. The Lieutenant may render disciplinary action up to a written warning and may make recommendations regarding administrative leave and serious disciplinary actions to the Deputy Chief and Chief of Police.
- Interview police candidates, make recommendations to the Chief for hiring, conduct background checks on prospective candidates, participate in recruitment activities, and make recommendations regarding the hiring process, development of hiring standards and designing questions for candidates.
- Conduct performance evaluations annually and as an on-going process each and every day. Evaluate personnel, advise personnel, and makes recommendations to the Chief for promotion or reduction in responsibilities. Designs and manages evaluation forms and processes. Meet often with subordinates and manage and provide guidance and correction as needed. Make recommendations directly to the Chief for probationary personnel as to the extension of probation or dismissal.
- Responsible for implementing community policing program, maintain and develop relationships with the community to work collaboratively, advise the Deputy Chief regarding changes to program, and preparing Department policy for approval by the Chief.
- Supervises and directs criminal investigations and assignment of cases, reviews reports and supervises cases. Confers daily with Investigators/Officers and performs case management review sessions.
- Develop and implement training programs, design training curriculums, schedule and assign training activities. Review and approve continuing education seminars, courses and testing. Maintain training records and officer certification records for the Wisconsin Training and Standards Bureau. Prepare Department policy regarding training.
- Communicate with the District Attorney, County Corporation Counsel, outside law enforcement and human services entities and has direct responsibility to supervise and assign police personnel to deliver reports, paperwork, referrals, evidence, or any other necessary materials to outside entities.
- Oversees the agencies assigned Drug Task Force Members.
- Supervises personnel engaged in drug investigations, directing criminal drug investigations and assignment of cases. Review and approve reports and supervises cases being sent to the District Attorney's office for prosecution.
- Supervises the school liaison officer, directs daily activities, assigns work, approve reports, assign additional officers when needed, perform evaluations of school liaison officer, and recommend assignment of officers applying for this position. Serve as liaison with school officials and meet with school officials to discuss school liaison performance and program.
- Assigns officers to shifts and hours, exercise discretion to fill vacancies, coordinate the information gathered and work accomplished by various officers, and assign officers to assignments and special assignments.
- Review, evaluate and approve reports and provide assistance and direction to officers.

- Advise the Chief in the preparation and presentation of the annual budget for the Department; assist the Chief in the implementation of the Department's budget and provide advice regarding modifications to meet the budget.
- Assist in planning for and reviewing specifications and making recommendations for the purchase of new or replacement equipment, and analyze and recommend improvements to equipment and facilities.
- Assist in the development and maintenance of systems, records and legal documents that provide for the proper evaluation, control and documentation of Police Department operations.
- Assist and advise the Deputy Chief regarding grant writing and other fund raising and revenue generation activities.
- Develop training for Department personnel to include cross training for public safety programs and logistical support.
- Assist with the development of programs and training aimed at inter-departmental support and operational efficiencies.
- Prepare and submit periodic reports as required by Department procedures or as directed by the Deputy Chief.
- Meet with elected or appointed officials, other law enforcement officials, community and business representatives and the public on all aspects of the Department's activities within the responsibility of the Lieutenant.
- Attend conferences and meetings to keep abreast of current trends in law enforcement, personnel management, and operational issues.
- Cooperate with local, County, State and Federal law enforcement officers as appropriate where activities of the Police Department are involved.
- Participate in labor relations issues including, negotiations, contract management and administration, handling grievances, and compliance.
- Assist the Police Chief in ensuring that laws and City Ordinances are enforced and that the public peace and safety is maintained.
- Testifies, swears, and serves with credibility and in an unencumbered and complete manner.
- Maintains prompt predictable and reliable attendance.
- Maintains ability to lawfully operate a motor vehicle and City vehicle.
- Maintains ability to lawfully possess, carry, and use a firearm and other equipment.
- Perform the duties of the position at assigned times and for the assigned duration and also at times and for durations as the needs of the Department necessitate.
- Perform the duties of subordinate personnel as needed, including performing responsibilities performed by a patrol officer or civilian subordinate.
- Perform duties of the Deputy Chief in the absence of the Deputy Chief.
- Perform other duties as assigned, required or necessary.
- **Investigation Responsibilities:**
 - Investigate all complaints including those referred by supervisors.
 - Make all necessary arrests that are warranted as a result of investigations.
 - Shall respond to the scene of major crimes on or off duty and have the ability to conduct lengthy investigations into major crime incidents.
 - Plan and organize investigations independently.
 - Effectively interview and interrogate suspects of and/or witnesses to a crime.
 - Provide specialized technical skills at the scene of any major crime or incident.

- Collect, properly mark, and properly secure evidence of crime scenes, to assure the preservation of the chain of evidence.
- Effectively maintain all records required and shall prepare detailed reports completely, promptly, and in a form that can easily be understood.
- Cultivate positive and professional working relationships internally and externally.
- Responsible for evidence/property room organization and management.
- Attend specialized training required by the department.
- Maintain professional competence and stay abreast of investigative trends and innovations.
- Conduct annual investigative training updates for department personnel.
- Must be able to perform patrol officer duties, other duties and responsibilities as apparent or assigned.
- Attend countywide investigator meetings.

Program and Event Responsibilities:

- Oversee any programs and events assigned by a supervisor.

QUALIFICATIONS:

This position requires a high-level of technical and professional competency with a proven and verifiable track record of success. 60 college credits must be obtained prior to hire. Candidate must possess WI Law Enforcement Certification or must obtain certification within 12 months of hire. The candidate shall possess five (5) years of full-time progressively responsible experience in law enforcement with experience in investigating crimes. The candidate must have advanced training in leadership and criminal investigations.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES:

- Thorough knowledge of modern law enforcement principles, procedures, techniques, and equipment; considerable knowledge of applicable laws, ordinances, and department rules and regulations;
- Ability to train and supervise subordinate personnel; ability to perform work requiring good physical condition; ability to communicate effectively orally and in writing; ability to establish and maintain effective working relationships with subordinates, peers and supervisors; ability to exercise sound judgment in evaluating situations and in making decisions; ability to give verbal and written instructions
- Ability to analyze operational and administrative procedures and problems, to evaluate and balance community needs and expectations as to the Police Department's activities and to modify organizational procedures to meet changing conditions.
- Ability to establish and maintain effective working relationships with other municipal officials, state and federal authorities, civic leaders and the general public.
- All of the knowledge and skills required of a Patrol Officer.
- Comprehensive knowledge of modern criminal investigations.
- Ability to work in high stress situations and maintain a professional calm demeanor.
- Knowledge of Department rules, regulations, and procedures.
- Knowledge of local, state and federal laws, regulations and codes relating to law enforcement.
- Thorough understanding of technology and systems related to law enforcement.

- Ability to lead others who may be assisting with an investigation.
- Possess unquestioned honesty and integrity and a high sense of personal and professional ethics.
- Professional maturity, self-confidence, and strength of conviction to provide administrative insights and leadership.
- Ability to firmly and diplomatically present professional views, concerns, and implications of proposed action which may be under consideration, with commitment to impartiality.
- Ability to work with appropriate local, regional, state and federal jurisdictions and agencies as well as the private sector in a constructive and cooperative manner.
- Strong interpersonal skills and the ability to effectively work with a wide range of individuals and constituencies in a diverse community.
- Excellent communication, interpersonal, and team building skills.
- Working knowledge of courtroom procedures.
- Ability to complete and maintain accurate police reports.
- Ability to maintain confidentiality.
- Must be able to legally possess a firearm.
- Must have ability to operate a motor vehicle and possess a valid WI Motor Vehicle Operator's License.
- Ability to make oral presentations to groups of various sizes and compositions.

Supervisory and Managerial Skills and Knowledge

- Ability to plan, assign and coordinate the work of a number of subordinate police officers and civilian subordinate employees;
- Ability to instruct, assign, and review the work of others;
- Ability to counsel, mediate and provide supervision;
- Ability to persuade, convince, and train others;
- Ability to advise and provide interpretation regarding the application of policies, procedures and standards to specific situations;
- Ability to apply knowledge of the principle of police administration and of accepted practices and procedures of police science;
- Ability to apply knowledge of proper and effective methods of deploying police officers in accordance with actual and anticipated emergencies;
- Ability to apply knowledge of criminal law with particular emphasis on the apprehension, arrest and prosecution of law violators;
- Ability to analyze and categorize data and information in order to determine the relationship of the data with reference to established criteria and standards;
- Ability to compare, count, differentiate, measure and sort data, as well as assemble, copy and record and transcribe data and information, and to classify, compute and tabulate data;
- Ability to establish and maintain positive lines of communication with personnel and City leaders and with external agencies, groups or citizens; and
- Ability to utilize, retain and oversee a variety of advisory data and information such as incident and accident reports, warrant information, criminal court documents, crime statistical reports, employee performance evaluations, photos, technical operating manuals, computer software operating manuals, municipal code, traffic code, equipment service manuals, statutes, procedures, guidelines and non-routine correspondence.

Mathematical Skills

- Ability to add, subtract, multiply, and divide; perform calculations using decimals and percentages; and
- Ability to interpret basic descriptive statistical reports.

Communication Requirements

- Ability to comprehend and interpret a variety of technical and industry-specific documents;
- Ability to use and interpret legal terminology, statutes, codes, ordinances, rules, regulations, policy and procedure manuals, labor contracts and employee handbooks;
- Ability to communicate orally and in writing with Department personnel, other agency personnel, employees, civic groups, students, attorneys, Judges, Department of Corrections personnel, consultants, training personnel, physicians, news media representatives and the general public, and the ability to clearly convey assignments, orders and instructions both orally and in writing; and
- Ability to prepare a variety of documents using prescribed format and conforming to all rules of punctuation, grammar, diction, and style.

Judgment and Reasoning Requirements

- Ability to exercise the judgment, decisiveness and creativity required in stressful, life threatening and dangerous situations involving the evaluation of information against sensory and judgmental criteria;
- Ability to use functional reasoning in performing diversified public safety work and influence functions such as supervising, managing, leading, teaching, directing and controlling; and
- Ability to handle complex oral and written instructions to create desired end result.

Tools and Equipment Used:

Required to use and maintain certifications with equipment that Police Officers would use, such as: firearms, a baton, pepper spray, motor vehicles, two way and squad radio, personal computer, including word processing and spreadsheet, motor vehicle, copy and fax machine, and telephone.

Work Environment:

The work environment characteristics described here are representative of those and employee encounters while performing the essential functions of this job. The noise level in the work environment may vary from quiet to moderately loud. The work may be indoors and outdoors; exposed to weather conditions typical of Wisconsin. Position requires the ability to perform in dangerous situations under high levels of stress.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The City of Waupun is an Equal Opportunity Employer. In compliance with state and federal law, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.



AGENDA SUMMARY SHEET

MEETING DATE: 3/26/2024

TITLE: Accounting Specialist Job Description

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Kathy Schlieve, Administrator

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
High Performance Government	Budget Neutral	

ISSUE SUMMARY:

The Finance Dept has been under the leadership of Casey Langenfeld for a full year. Langenfeld has made process improvements since joining us and has evaluated job descriptions for the department. The Accounting Specialist job description has been updated to reflect current essential responsibilities for the role.

STAFF RECOMMENDATION:

Approve description as presented.

ATTACHMENTS:

DRAFT Accounting Specialist Job Description

RECOMMENDED MOTION:

Motion to approve the Accounting Specialist job description

**City of Waupun
Position Description**

JOB TITLE	Accounting Specialist (part-time <u>up to 20</u> hours per week)
REPORTS TO	Finance Director
DEPARTMENT	Finance
TYPE	Non-Represented
FLSA (overtime status)	Non-Exempt
COUNCIL APPROVED	March 10, 2020
SALARY RANGE	Grade G

GENERAL PURPOSE:

The Accounting Specialist performs a variety of governmental accounting functions under the direction of the finance director, including maintaining journals and general ledgers, ensuring accuracy of posting, analyzing discrepancies, and reconciling bank statements. The position supports the City Clerk through payroll preparation and the City Administrator through budget analysis and special report preparation as needed. ~~The position provides back-up support for the reception area of City Hall.~~ This is a part-time role, working up to 20 hours per week with some ability to flex hours to accommodate office coverage requirements and meeting attendance.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Finance and Accounting Responsibilities:

- Maintain general ledgers including subsidiary ledgers and supporting records.
- Assists with the Accounts Payable processes, including and not limited to: Invoice distribution, new vendor verification, invoice review, payment processing, and 1099 record management.
- Prepare monthly journal entries for general ledger.
- Prepare monthly financial statements in accordance with GASB and GAAP.
- Maintain fixed asset detail records.
- Reconcile bank and investment accounts monthly.
- Assist finance director with budget preparation.
- Assist finance director with preparation of data and work papers necessary for annual financial audit.
- Assist finance director with year-end closing entries, reconciliations, adjusting entries, and financial reports.
- Provide monthly budget reporting to department directors.
- Monitor and coordinate collection efforts of delinquencies.
- ~~Provide backup coverage for accounts payable processing and tax collection.~~

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Grant ~~Management Assistance~~ Responsibilities:

- ~~Assist with the preparation and reconciliation~~ ~~Prepare and maintain of the~~ financial and operating schedules for the Taxi Fund. ~~Assist with the preparation of the~~ ~~Prepare~~ annual tax operating grant applications. ~~Assist with the preparation and filing of~~ ~~Prepare~~ appropriate quarterly and annual reports.
- ~~Monitor~~ ~~Assist with the monthly reconciliation of the~~ Community Development Block Grant and other housing programs.
- Prepare and maintain financial, reimbursement and reporting requirements for grants obtained to support capital improvement and/or community development projects.
- ~~Assist with the~~ ~~Provide~~ financial oversight for the Business Improvement District and Community Development Authority.

Special Project Responsibilities:

- Coordinate special projects to enhance the efficiency of government operations.

Other Job Responsibilities:

- ~~Periodically, as needed, the position may be called to assist with~~ ~~C~~customer service backup, answering phones/inquiries, taking/posting payments, preparing bank deposits.
- ~~Assist the City Clerk in the financial processes of payroll review and reconciliation as requested by~~ ~~Provide backup assistance with payroll review, processing, and report filing as directed by~~ the City Clerk
- Website administration for the finance department.
- ~~Assist with the response~~ ~~Respond~~ to requests for information ~~as they relate to the~~ ~~Finance Department and assistance~~ to the general public and outside agencies; follow-up on complaints and inquiries.
- Gathers, interprets, and prepares data for studies, reports and recommendations needed for effective decision-making.
- Perform other duties as required or assigned.

QUALIFICATIONS:

This position requires a high-level of technical and professional competency with a proven and verifiable track record of success. Graduation from a two-year technical college with a degree in finance, accounting, or business administration is required. Additionally, the candidate should possess three (3) years of progressive financial management responsibility with experience in a municipal setting or any combination of education and experience needed to meet the qualifications of the position.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES:

- Professional maturity and self-confidence to provide administrative insights.
- Ability to firmly and diplomatically present professional views, concerns, and implications of proposed action which may be under consideration, with commitment to impartiality.

- Strong communication, interpersonal, and team building skills and the ability to effectively work with a wide range of individuals and constituencies in a diverse community.
- Knowledge of State statutes, City ordinances, and City policies pertaining to municipal finance.
- Ability to gather data, investigate and analyze information while being able to draw conclusions and issue recommendations.
- Strong financial management abilities, including understanding of generally accepted accounting principles.
- Ability to maintain confidentiality.
- Ability to make oral presentations to groups of various sizes and compositions.
- Excellent computer skills, specifically in Microsoft Word, Excel, and Outlook.

Tools and Equipment Used:

Personal computer, including word processing and spreadsheet, motor vehicle, copy and fax machine, and telephone.

Work Environment:

The work is performed primarily in an office environment. Contact with staff, city employees, public and officials is required. Attendance at meetings is required when the nature of the discussion relates to duties of the position.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to walk, stand, sit, and talk or hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Equal Opportunity Employer:

The City of Waupun is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



AGENDA SUMMARY SHEET

MEETING DATE: 3/26/2024

TITLE: Youth Sports Grant Awards
(Recommendations from Recreation Commission)

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Kathy Schlieve, Administrator

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT
Quality of Life	\$37,500 of eligible funding available for 2024

ISSUE SUMMARY:

The Recreation Board meets on Monday, 3/25, to review grants and finalize recommendations for applications submitted for the first round of the Youth Sports Grant. The Committee finalized recommendation for funding as follows:

Waupun Youth Sports Grant Scoring		
Applicant	Project/Cost	POINTS / RECOMMENDATION
Union Youth Center of Baderland Youth for Christ	Facility Doors	261
Project Cost / Recommended Funding	\$ 17,630	\$ 2,500
Waupun Gymnastics	Gym Springboard Floor	384
Project Cost / Recommended Funding	\$ 18,500	\$ 5,000
Waupun Youth Wrestling	Singlets / Wrestling Gear	387
Project Cost / Recommended Funding	\$ 8,500	\$ 5,000
Waupun Girls Softball Association	New Scoreboard	360
Project Cost / Recommended Funding	\$ 24,698	\$ 5,000
Waupun Athletic Booster Club	Mound / Gear	333
Project Cost / Recommended Funding	\$ 6,565	\$ 3,283
REACH Waupun	Athletic Equipment	323
Project Cost / Recommended Funding	\$ 5,000	\$ 2,500
Waupun Gridion Youth Football	New Safety Equipment	357
Project Cost / Recommended Funding	\$ 10,650.27	\$ 5,000

STAFF RECOMMENDATION:

Recommendations based on Park & Recreation Commission review and recommendation.

RECOMMENDED MOTION OPTIONS:

Motion to authorize funding for the Youth Sports Grant in accordance with recommendations presented by the Recreation Board

OR

Motion to modify Recreation Board recommendation to fund the Youth Sports Grant as follows: (define funding for each applicant).



AGENDA SUMMARY SHEET

MEETING DATE 3/26/24

TITLE: 2023 Annual MS4 Report

AGENDA SECTION: DISCUSSION-INFORMATIONAL

PRESENTER: Jeff Daane, Public Works Director

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Sustainability		

ISSUE SUMMARY

Annually the city is required to submit an MS4 report in accordance with our MS4 permit issued under WI Statute NR 216.025. Under this legislation, the city is one of roughly 256 municipalities listed as a federally designated urbanized area with a population exceeding 10,000 as of the latest decennial census. MS4 permits are effective for a period of up to five years and must be updated and reissued at that time. The City of Waupun’s 2023 MS4 report is attached and includes an extensive list of tactics that the City completes each year to meet the conditions of our MS4 permit which was issued May 1, 2019. This report was adopted by the Council on March 23rd prior to being submitted to the DNR.

STAFF RECCOMENDATION:

ATTACHMENTS:

2023 MS4 report

<p>RECCOMENDED MOTION:</p>

Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

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Form 3400-224(R8/2021)

Reporting Information :

Will you be completing the Annual Report or other submittal type? Annual Report Other

Project Name: 2023 Annual Report

County: Dodge

Municipality: Waupun City

Permit Number: S050075

Facility Number: 31437

Reporting Year: 2023

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable? Yes No

Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
 - Public Education and Outreach Annual Report Summary
 - Public Involvement and Participation Annual Report Summary
 - Illicit Discharge Detection and Elimination Annual Report Summary
 - Construction Site Pollution Control Annual Report Summary
 - Post-Construction Storm Water Management Annual Report Summary
 - Pollution Prevention Annual Report Summary
 - Leaf and Yard Waste Management
 - Municipal Facility (BMP) Inspection Report
 - Municipal Property SWPPP
 - Municipally Property Inspection Report
 - Winter Road Maintenance
 - Storm Sewer Map Annual Report Attachment
 - Storm Water Quality Management Annual Report Attachment

- TMDL Attachment
 - Storm Water Consortium/Group Report
 - Municipal Cooperation Attachment
 - Other Annual Report Attachment
- Attach the following permit compliance documents as appropriate using the attachments tab above
- Storm Water Management Program
 - Public Education and Outreach Program
 - Public Involvement and Participation Program
 - Illicit Discharge Detection and Elimination Program
 - Construction Site Pollutant Control Program
 - Post-Construction Storm Water Management Program
 - Pollution Prevention Program
 - Municipal Storm Water Management Facility (BMP) Inventory
 - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan
 - Total Maximum Daily Load documents (**If applicable, see permit for due dates.*)
 - TMDL Mapping*
 - TMDL Modeling*
 - TMDL Implementation Plan*
 - Fecal Coliform Screening Parameter *
 - Fecal Coliform Inventory and Map (*S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022*)
 - Fecal Coliform Source Elimination Plan (*S050075-03 general permittees Appendix B - document due to the department by October 31, 2023*)
- Sign and Submit form

Municipal Contact Information- Has Missing Items

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Note: Compliance items must be submitted using the Attachments tab.

Municipality Information

Name of Municipality Waupun City

Facility ID # or (FIN): 31437

Updated Information: Check to update mailing address information

Mailing Address: 201 E Main Street

Mailing Address 2:

City: Waupun City

State: WI

Zip Code: 53963 xxxxx or xxxxx-xxxx

Primary Municipal Contact Person (Authorized Representative for MS4 Permit)

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

Select to **create new** primary contact

First Name: Jeff

Last Name: Daane

Select to **update** current contact information

Title: Public Works Dir.

Mailing Address: 201 E Main St

Mailing Address 2:

City: Waupun

State: WI

Zip Code: 53963 xxxxx or xxxxx-xxxx

Phone Number: 920-324-7918 Ext: xxx-xxx-xxxx

Email: jeff@cityofwaupun.org

Additional Contacts Information (Optional)**Municipal Billing Contact Person (Authorized Representative for MS4 Permit)**

Select to **create new** Billing contact

First Name:

Last Name:

Select to **update** current contact information

Title:

Mailing Address:

Mailing Address 2:

City:

State:

Zip Code:

xxxxxx or xxxxx-xxxx

Phone Number:

Ext:

xxx-xxx-xxxx

Email:

1. Does the municipality rely on another entity to satisfy some of the permit requirements?

Yes No

Public Education and Outreach Protect Wisconsin Waterways

Public Involvement and Participation Protect Wisconsin Waterways

Illicit Discharge Detection and Elimination

Construction Site Pollutant Control

Post-Construction Storm Water Management MSA Professional Services

Pollution Prevention

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

Yes No

Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Form 3400-224 (R8/2021)

Minimum Control Measures- Section 1 : Complete

1. Public Education and Outreach

- a. Does MS4 conduct any educational efforts or events independently (not with a group) Yes
 No
- b. How many total educational events were held during the reporting year:
- c. Were any of the public education and outreach delivery mechanisms conducted during the reporting year active or interactive? Yes No
- d. Please select all storm water topics, target audiences, and delivery mechanisms used in the reporting year

Public Education and Outreach Delivery Mechanisms (Active and Passive)	
Active/Interactive Mechanisms	Passive Mechanisms
<input checked="" type="checkbox"/> Education activities (school presentations, summer camps)	<input checked="" type="checkbox"/> Passive print media (brochures at front desk, posters, etc.)
<input checked="" type="checkbox"/> Information booth at event	<input checked="" type="checkbox"/> Distribution of print media (mailings, newsletters, etc.) via mail or email.
<input checked="" type="checkbox"/> Targeted group training (contractors, consultants, etc.)	<input checked="" type="checkbox"/> Media offerings (radio and TV ads, press release, etc.)
<input checked="" type="checkbox"/> Government event (public hearing, council meeting)	<input checked="" type="checkbox"/> Social media posts
<input checked="" type="checkbox"/> Workshops	<input checked="" type="checkbox"/> Signage
<input type="checkbox"/> Tours	<input checked="" type="checkbox"/> Website
<input checked="" type="checkbox"/> Other: <input type="text" value="River Clean Up"/>	<input checked="" type="checkbox"/> Other: <input type="text"/>

Topics Covered	Target Audience
<input checked="" type="checkbox"/> Illicit discharge detection and elimination	<input checked="" type="checkbox"/> General Public
<input checked="" type="checkbox"/> Household hazardous waste disposal/pet waste management/vehicle washing	<input checked="" type="checkbox"/> Public Employees
<input checked="" type="checkbox"/> Yard waste management/pesticide and fertilizer application	<input checked="" type="checkbox"/> Residents
<input checked="" type="checkbox"/> Stream and shoreline management	<input checked="" type="checkbox"/> Businesses
<input checked="" type="checkbox"/> Residential infiltration	<input checked="" type="checkbox"/> Contractors
<input checked="" type="checkbox"/> Construction sites and post-construction storm water management	<input checked="" type="checkbox"/> Developers
<input checked="" type="checkbox"/> Pollution prevention	<input checked="" type="checkbox"/> Industries
<input checked="" type="checkbox"/> Green infrastructure/low impact development	<input type="checkbox"/> Public Officials
<input checked="" type="checkbox"/> Other: <input type="text" value="Salt"/>	<input type="checkbox"/> Other: <input type="text"/>

- e. Will additional information/summary of these education events be attached to the annual report?
 Yes No

If no, please provide additional comment in the brief explanation box below. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 2 : Complete

2. Public Involvement and Participation

a. Permit Activities. Select all of the following topics the Permittee did to engage public participation and involvement.

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input type="checkbox"/> MS4 Annual Report <input type="checkbox"/> Storm Water Management Program <input type="checkbox"/> Storm Water related ordinance <input checked="" type="checkbox"/> Other: <input type="text" value="Stormwater Site Plan Review"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	1 - 10	<input type="radio"/> Yes <input checked="" type="radio"/> No
<input type="checkbox"/> MS4 Annual Report <input type="checkbox"/> Storm Water Management Program <input type="checkbox"/> Storm Water related ordinance <input checked="" type="checkbox"/> Other: <input type="text" value="Stormwater Site Plan Review"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	1 - 10	<input type="radio"/> Yes <input checked="" type="radio"/> No
<input type="checkbox"/> MS4 Annual Report <input type="checkbox"/> Storm Water Management Program <input type="checkbox"/> Storm Water related ordinance <input checked="" type="checkbox"/> Other: <input type="text" value="Stormwater Site Plan Review"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	1 - 10	<input type="radio"/> Yes <input checked="" type="radio"/> No
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)

		Reached (Optional)	(Optional)
<input type="checkbox"/> MS4 Annual Report <input type="checkbox"/> Storm Water Management Program <input type="checkbox"/> Storm Water related ordinance <input checked="" type="checkbox"/> Other: <input type="text" value="Stormwater Site Plan Review"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	1 - 10	<input type="radio"/> Yes <input checked="" type="radio"/> No

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input type="checkbox"/> MS4 Annual Report <input type="checkbox"/> Storm Water Management Program <input type="checkbox"/> Storm Water related ordinance <input checked="" type="checkbox"/> Other: <input type="text" value="Stormwater Site Plan Review"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	1 - 10	<input type="radio"/> Yes <input checked="" type="radio"/> No

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
<input type="checkbox"/> MS4 Annual Report <input type="checkbox"/> Storm Water Management Program <input type="checkbox"/> Storm Water related ordinance <input checked="" type="checkbox"/> Other: <input type="text" value="Stormwater Site Plan Review"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	1 - 10	<input type="radio"/> Yes <input checked="" type="radio"/> No

b. Volunteer Activities. Select all of the following audiences targeted for volunteer involvement and participation related to storm water.

NA (Individual Permittee)

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries	11-50	<input checked="" type="radio"/> Yes <input type="radio"/> No

- Public Officials
- Other

c. Brief explanation on Public Involvement and Participation reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

The City of Waupun works with the Rock River Storm Water Group. This group does many volunteer activities each year. Their annual report is attached. See attachment

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 3 : Complete

3. Illicit Discharge Detection and Elimination

- a. How many total outfalls does the municipality have?
- b. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program?
- c. From the municipality's routine screening, how many were confirmed illicit discharges?
- d. How many illicit discharge complaints did the municipality receive?
- e. From the complaints received, how many were confirmed illicit discharges?
- f. How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)?

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

g. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.

- Verbal Warning
- Written Warning (including email)
- Notice of Violation
- Civil Penalty/ Citation

Additional Information: _____

h. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

See attachment

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 4 : Complete

4. Construction Site Pollutant Control

- a. How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year?
- b. How many construction sites with one acre or more of land disturbing construction activity did the municipality issue permits for in the reporting year?
- c. How many erosion control inspections did the municipality complete in the reporting year (at sites with one acre or more of land disturbing construction activity)?
- d. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.
- | | |
|---|--------------------------------|
| <input checked="" type="checkbox"/> Verbal Warning | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Written Warning (including email) | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Notice of Violation | <input type="text" value="0"/> |
| <input type="checkbox"/> Civil Penalty/ Citation | <input type="text"/> |
| <input checked="" type="checkbox"/> Stop Work Order | <input type="text" value="0"/> |
| <input type="checkbox"/> Forfeiture of Deposit | <input type="text"/> |
| <input type="checkbox"/> Other - Describe below | <input type="text"/> |
- e. Brief explanation on Construction Site Pollutant Control reporting . *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

See Attachment

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

- a. How many new structural storm water management Best Management Practice (BMP) have received local approval ?
*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement,
- b. Does the MS4 have procedures for inspecting and maintaining private storm water facilities? Yes No
- c. If Yes, how many privately owned storm water management facilities were inspected in the reporting year ? Inspections completed by private landowners should be included in the reported number.
- d. Does the municipality utilize privately owned storm water management BMP in its pollutant reduction analysis? Yes No
- e. Does MS4 have maintenance authority on these privately owned BMPs?
- f. How many municipally operated (private) storm water management BMPs were inspected in the reporting year?
- g. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.
- | | |
|---|--------------------------------|
| <input checked="" type="checkbox"/> Verbal Warning | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Written Warning (including email) | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Notice of Violation | <input type="text" value="0"/> |
| <input type="checkbox"/> Civil Penalty/ Citation | <input type="text"/> |
| <input type="checkbox"/> Forfeiture of Deposit | <input type="text"/> |
| <input type="checkbox"/> Complete Maintenance | <input type="text"/> |
| <input type="checkbox"/> Bill Responsible Party | <input type="text"/> |
| <input type="checkbox"/> Other - Describe below | <input type="text"/> |
- e. Brief explanation on Post-Construction Storm Water Management reporting . *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Minimum Control Measures - Section 6 : Complete**6. Pollution Prevention**Storm Water Management Best Management Practice Inspections Not Applicable

- a. Enter the total number of municipally owned or operated (i.e., privately owned BMPs) structural storm water management best management practices.
- b. How many new municipally owned storm water management best management practices were installed in the reporting year?
- c. How many municipally owned (public) storm water management best management practices were inspected in the reporting year?
- d. What elements are looked at during inspections (250 character limit)?
- e. How many of these facilities required maintenance?
- f. Brief explanation on Storm Water Management Best Management Practice inspection reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Public Works Yards & Other Municipally Owned Properties that require a stormwater pollution prevention plan (SWPPP)* Not Applicable

- g. How many municipal properties require a SWPPP?
- h. How many inspections of municipal properties have been conducted in the reporting year?
- i. Have amendments to the SWPPPs been made?
 Yes No
- j. If yes, describe what changes have been made. Limit response to 250 characters and/or attach supplemental information on the attachment page:
- k. Brief explanation on Storm Water Pollution Prevention Plan reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

* Any municipally owned property that has the potential to generate stormwater pollution should have a SWPPP. For example, if a municipal property stores compost piles, material storage, yard wastes, etc., outside and can contaminate stormwater runoff—a SWPPP is required.

Collection Services - *Street Sweeping Program* Not Applicable

- l. Did the municipality conduct street sweeping during the reporting year?
 Yes No

- m. If known, how many tons of material was removed?
- n. Does the municipality have a [low hazard exemption](#) for this material? Yes No
- o. If street sweeping is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?
- Yes - Explain frequency See attachment for more details
- No - Explain _____
- Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program* Not Applicable

- p. Did the municipality conduct catch basin sump cleaning during the reporting year? Yes No
- q. How many catch basin sumps were cleaned in the reporting year?
- r. If known, how many tons of material was collected?
- s. Does the municipality have a low hazard exemption for this material? Yes No
- t. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?
- Yes- Explain frequency _____
- No - Explain Not part of the City's Stormwater Quality Plan
- Not Applicable

Collection Services - *Leaf Collection Program* Not Applicable

- u. Does the municipality conduct curbside leaf collection? Yes No
- v. Does the municipality notify homeowners about pickup? Yes No
- w. Where are the residents directed to store the leaves for collection?
- Pile on terrace Pile in street Bags on terrace
- Other - Describe _____
- x. What is the frequency of collection?
Spring - 3 weeks / Fall 5-6 weeks
- y. Is collection followed by street sweeping? Yes No
- z. Brief explanation on Collection Services reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page*

Winter Road Management Not Applicable

*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

- aa. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? *(One mile of a two-way road equals two*

lane miles.)

ab. Provide amount of de-icing products used by month last winter season?

Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
<u>Salt</u>	0	12	37	150	20	89

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
<u>Brine</u>	0	112	4024	5016	3566	9056
<u>Pre-wetting compound</u>	0	0	0	144	0	0

ac. Was salt applying machinery calibrated in the reporting year? Yes No

ad. Have municipal personnel attended salt reduction strategy training in the reporting year? Yes No

Training Date	Training Name	# Attendance

ae. Brief explanation on Winter Road Management reporting. If you marked *Unsure* for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page

See attachment

Internal (Staff) Education & Communication

af. Has the municipality provided an opportunity for internal training or education to staff implementing the municipality's procedures for each of the pollution prevention program element? Yes No

If yes, describe what training was provided (250 character limit):

See attachment

ag. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs, procedures and pollution prevention program requirements.

Elected Officials

Elected officials are sent the agenda for the Board of Public Works meetings and are welcome to attend and offer comments or concerns.

Municipal Officials

All municipal officials are sent the agenda for the Board of Public Works meetings and are welcome to attend and offer comments or concerns.

Appropriate Staff (such as operators, Department heads, and those that interact with public)

All department managers are notified of the Board of Public Works meetings and are welcome to attend and offer comments or concerns.

ah. Brief explanation on Internal Education reporting. If you marked *Unsure* for any questions above, justify the reasoning. Limit response to 250 characters and/or

attach supplemental information on the attachments page.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 7 : Complete

7. Storm Sewer System Map

a. Did the municipality update their storm sewer map this year?

Yes No

If yes, check the areas the map items that got updated or changed:

Storm water treatment facilities

Storm pipes

Vegetated swales

Outfalls

Other - Describe below

b. Brief explanation on Storm Sewer System Map reporting. *If you marked Unsure for an question for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

The storm sewer map was updated with information from 2023 construction projects.

Missing Information

Do not close your work until you SAVE.

Form 3400-224 (R8/2021)

Final Evaluation - Complete

Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
-----------------------------------	-----------------------	----------------------	-----------------

Element: Public Education and Outreach

3275	3331	3335	<u>Storm water utility</u>
------	------	------	----------------------------

Element: Public Involvement and Participation

2500	2500	2500	<u>Storm water utility</u>
------	------	------	----------------------------

Element: Illicit Discharge Detection and Elimination

0	0	0	<u>Other</u>
---	---	---	--------------

Element: Construction Site Pollutant Control

0	0	0	<u>Permit fee and/or deposit/escrow</u>
---	---	---	---

Element: Post-Construction Storm Water Management

0	0	0	<u>Permit fee and/or deposit/escrow</u>
---	---	---	---

Element: Pollution Prevention

68066	78819	79516	<u>Storm water utility</u>
-------	-------	-------	----------------------------

Other (describe)

Admin Wages, Repairs, Maintenance, Operating Expenses, Utilities

198045	218790	217262	<u>Storm water utility</u>
--------	--------	--------	----------------------------

Other (describe)

SW Quality Management

215904	233520	239167	<u>Storm water utility</u>
--------	--------	--------	----------------------------

Please provide a justification for a "0" entered in the Fiscal Analysis. *Limit response to 250 characters.*

The City of Waupun does not budget according to Program Elements listed above. For preparation of the fiscal analysis for the 12/31/23 reporting year, the budget and program elements were reviewed. Best estimates are provided.

Water Quality

a: Were there any known water quality improvements in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes No Unsure If Yes, explain below:

b: Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes No Unsure If Yes, explain below:

c: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

Yes No Unsure

d: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

Yes No Unsure

Storm Water Quality Management

a. Has the municipality completed or updated modeling in the reporting year (relating to developed urban area performance standards of s. NR 151.13(2)(b)1., Wis. Adm. Code)? Yes No

b. If yes, enter percent reduction in the annual average mass discharging from the entire MS4 to surface waters of the state as compared to implementing no storm water management controls:

Total suspended solids (TSS)

Total phosphorus (TP)

Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. *If your response exceeds the 250 character limit, attach supplemental information on the attachments page.*

Do not close your work until you SAVE.

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Form 3400-224 (R8/2021)

Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Pollutant Control
- Post-Construction Storm Water Management
- Pollution Prevention
- Storm Water Quality Management
- Storm Sewer System Map
- Water Quality Concerns
- Compliance Schedule Items Due
- MS4 Program Evaluation

Do not close your work until you **SAVE**.

Form 3400-224(R8/2021)

Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

*Required Item

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

Storm Sewer System Map

 File Attachment

[8 - Storm Water Maps - 2023.pdf](#)

Attach - Other Supporting Documents

AR EO

 File Attachment

[1 - Public Education Outreach Summary w attachments - 2023.pdf](#)

AR CSPC

 File Attachment

[4 - Construction Site POllutant Control Summary w attachments - 2023.pdf](#)

AR IDDE

 File Attachment

[3 - Illicit Discharge Summary w attachments - 2023.pdf](#)

AR PP

 File Attachment

[6 - Pollution Prevention Summary w attachments - 2023.pdf](#)

AR SWQM

 File Attachment

[7 - SWQM Summary - 2023.pdf](#)

AR SWGroupReport

 File Attachment

[2023 RRSg Annual Report COMPRESSED.pdf](#)

AR SWGroupReport

 File Attachment

[2023 - MS4 Permit Reporting Tables - Event Tables \(UPDATED\).pdf](#)

AR_SWGroupReport

 File Attachment

[2023 - MS4 Permit Reporting Tables - Volunteer Activities - Clean Up.pdf](#)

AR_SWGroupReport

 File Attachment

[RRSG - MS4 Permit - 2023 Public Education and Outreach NEW EVENT Summary Table.pdf](#)

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Attach - Permit Compliance Documents

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Missing Information

Draft and Share PDF Report with the permittee's governing body or delegated representatives.

Press the button below to create a PDF. The PDF will be sent to the email address associated with the WAMS ID that is signed in. After the annual report has been reviewed by the governing body or delegated representative, return to the MS4 eReporting System to submit the final report to the DNR.

[Draft and Share PDF Report](#)

Complete and Submit Your Application

You have not completed all areas of the application. Please return to the application and complete all missing items.

Contact Information: Has Missing Items

Minimum Control Measures Section 1: Complete

Minimum Control Measures Section 2: Complete

Minimum Control Measures Section 3: Complete

Minimum Control Measures Section 4: Complete

Minimum Control Measures Section 5: Complete

Minimum Control Measures Section 6: Complete

Minimum Control Measures Section 7: Complete

Attachments: Complete

Final Evaluation: Complete



AGENDA SUMMARY SHEET

MEETING DATE: 3/26/2024

TITLE: Purchasing Policy Workflow

AGENDA SECTION: DISCUSSION/INFORMATIONAL

PRESENTER: Kathy Schlieve, Administrator

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
High Performance Government	--	

ISSUE SUMMARY:

We are revisiting our purchasing policy because of recent discussions on buying local provisions of our current policy. Overall policies provide for internal control processes that are central to audit and bond rating outcomes for the city and are of critical importance to being good fiscal stewards of public funds. It is critical that we establish policy language that lays out a process that enables orderly operation and decision-making while accomplishing some important policy goals such as:

1. Encourages open and free competition.
2. Maximizes the value and benefits for each public dollar spent.
3. Ensures all purchase contracts are made in compliance with federal, state, and local laws.
4. Prevents potential waste, fraud, abuse, and conflicts of interest in the procurement process.
5. Assures proper approvals are secured prior to the purchase, award of contract and disbursement of public funds.

We have laid out a simplified purchasing workflow that is outlined in the attached document that aligns with the goals above. This is discussion only to establish direction for staff. Once we have agreement on the general framework for decision making, staff will update the policy document for further review and approval.

STAFF RECOMMENDATION:

Discussion Only

ATTACHMENTS:

DRAFT Purchasing Policy Workflow

RECOMMENDED MOTION:

<\$5K

- Authorization by Dept Head
- Quotes encouraged (verbal or written)
- Encouraged to buy local

City of Waupun DRAFT
Revised Purchasing Policy Workflow
March 26, 2024 COW Discussion

\$5K - \$75K

- Excludes purchases governed by WI Stat. Chapter 62 (construction bids) which follow state law requirements
- Dept head may procure based on cost and qualifications of vendor if in approved city budget.
- Informal bidding process (specifications must be met but no formal advertising); minimum of 2 or more competitive written quotes/bids must be obtained (unless sole source).
- Purchases encouraged locally but not required.
- Bid awarded to lowest responsible bidder.
- Bids presented to standing committee or city administrator (absence of standing committee) for review and approval if item falls within approved budget amount.
- Recommendation made to Committee of the Whole for approval of non-budgeted items or items over budget. Explanation for request and source of funding must accompany request for approval.

>\$75K

- Excludes purchases governed by WI Stat. Chapter 62 (construction bids) which follow state law requirements.
- Subject to sealed bidding.
- Bids presented to standing committee or city administrator (in absence of standing committee) for review and recommendation.
- Recommendation made to Committee of the Whole for approval. Non-budgeted items must provide explanation of source of funding.
- Bid awarded to lowest responsible bidder