



A G E N D A
CITY OF WAUPUN COMMON COUNCIL
Waupun City Hall – 201 E. Main Street, Waupun WI
Tuesday, March 14, 2023 at 6:00 PM

VIRTUAL AND TELECONFERENCE MEETING LINK (Via Zoom)

Virtual: <https://us02web.zoom.us/j/88975185869?pwd=THJ4VGdZc25vMmc5QXEvT01LdFhsdz09>

Teleconference: 1 312 626 6799

Meeting ID: 889 7518 5869

Passcode: 157171

CALL TO ORDER

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENT MEDITATION

ROLL CALL--*Mayor to excuse any absent members*

PUBLIC HEARING - NONE

PERSONS WISHING TO ADDRESS COUNCIL--*State name, address, and subject of comments. (2 Minutes)*

1. Recognition of Years of Service with the Waupun Fire Department - Roland Yohn
2. Fond du Lac County Executive Sam Kaufman - Update on County Proceedings
3. Waupun Historical Society Zak Dickhut - Update on Historical Society Proceedings

No Public Participation after this point.

RESOLUTIONS AND ORDINANCES:

4. Resolution Authorizing the Director of Public Works to Serve as the City's Authorized Representative with Regards to actions pertaining to application and administration of an Urban Non-Point Source (UNPS) Planning Grant Application

BOARD/COMMITTEE/COMMISSION RECOMMENDATIONS *(Roll Call Motion)*

5. 2022 Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits *(Board of Public Works 3-14-23)*
6. Notice of Award for Wilson & Shaler Drive Extension Project City of Waupun *(Board of Public Works 3-14-23)*
7. Leaf Collection and Street Sweeping Water Quality Assessment Agreement *(Board of Public Works 3-14-23)*
8. Replacement of Shaler Park Water Fountain *(Board of Public Works 3-14-23)*

CONSIDERATION - ACTION

9. Offer to purchase vacant tax parcels 010-1315-0543-014 and 010-1315-0543-015 in Town of Chester, Dodge County
10. WIDOT FFY24 STP Local Grant Request for Wilcox Street

MAYORAL CORRESPONDENCE/PRESENTATIONS

CONSENT AGENDA *(Roll Call Motion) Items under the consent agenda may be acted upon by one motion. It is the judgment of any Board Member that any item may be moved to later on the agenda for discussion and/or action.*

11. Future Meetings & Gatherings, License and Permit Applications, Expenses
12. Monthly Financial Report

BOARDS, COMMITTEE AND COMMISSION MEETING MINUTES

13. Zoning Board of Appeals 8-24-22

- [14.](#) Economic Development Committee 10-25-22 and 1-5-23
- [15.](#) Business Improvement District 11-9-22 and 1-17-23
- [16.](#) Community Development Authority 12-20-22 and 1-17-23
- [17.](#) Plan Commission 12-21-22
- [18.](#) Board of Public Works and Facilities 1-10-23
- [19.](#) Common Council 2-14-23
- [20.](#) Utility Commission 2-13-23
- [21.](#) Library Board 2-15-23
- [22.](#) Police and Fire Commission 2-15-23
- [23.](#) Special Utility Commission 2-23-23
- [24.](#) Committee of the Whole 2-28-23

DEPARTMENT REPORTS

- [25.](#) Police Department
- [26.](#) Fire Department
- [27.](#) Library
- [28.](#) Recreation
- [29.](#) Public Works
- [30.](#) Utilities
31. City Clerk-Treasurer-HR
- [32.](#) Administrator-Economic Development

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: 3/14/23
AGENDA SECTION: CONSIDERATION-ACTION
PRESENTER: Jeff Daane, Public Works Director

TITLE: Resolution Authorizing the Director of Public Works to Serve as the City's Authorized Representative with Regards to actions pertaining to application and administration of an Urban Non-Point Source (UNPS) Planning Grant Application

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
	\$15,000	

ISSUE SUMMARY

The application will request funds to expand the stormwater quality master plan by identifying up to 30 potential BMP locations to achieve higher TSS and TP reductions on the South Branch Rock River reach.

STAFF RECCOMENDATION:

Approve resolution as the City will need to continue to find potential locations for future storm water BMP's

ATTACHMENTS:

Resolution for consideration

RECCOMENDED MOTION:

Motion to approve Resolution 03-14-23-____ Authorizing the Director of Public Works to Serve as the City's Authorized Representative with Regards to actions pertaining to application and administration of an Urban Non-Point Source (UNPS) Planning Grant Application

CITY OF WAUPUN
COMMON COUNCIL
RESOLUTION NO: _____

AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO SERVE AS THE CITY'S AUTHORIZED REPRESENTATIVE WITH REGARDS TO ACTIONS PERTAINING TO APPLICATION AND ADMINISTRATION OF AN URBAN NON-POINT SOURCE (UNPS) PLANNING GRANT APPLICATION

WHEREAS, the City of Waupun is interested in acquiring a Grant from the Wisconsin Department of Natural Resources (WDNR) for the purpose of implementing measures to control urban storm water runoff pollution sources (as described in the application and pursuant to ss. 281.65 or 281.66, Wis. Stats., and chs. NR 151, 153 and 155); and

WHEREAS, a cost-sharing grant is required to carry out the project:

THEREFORE, BE IT RESOLVED by the City Council of the City of Waupun that the Director of Public Works is authorized to act on behalf of the City of Waupun to:

- Sign and submit an application to the WDNR for any financial aid that may be available;
- Sign a grant agreement between the City of Waupun (applicant) and the WDNR;
- Sign and submit reimbursement claims along with necessary supporting documentation;
- Sign and submit an Environment Hazards Assessment Form, if required;
- Sign and submit interim and final reports and other documentation as required by the grant agreement; and
- Take necessary action to undertake, direct, and complete an approved project.

BE IT FURTHER RESOLVED that the City of Waupun shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

Passed and adopted this ____ day of _____, 2023.

Rohn W. Bishop, Mayor

ATTEST:

Angela J. Hull, City Clerk-Treasurer



AGENDA SUMMARY SHEET

MEETING DATE: 3/14/23
AGENDA SECTION: BOARD/COMMITTEE/COMMISSION RECOMMENDATIONS
PRESENTER: Jeff Daane, Public Works Director

TITLE: 2022 Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits (*Board of Public Works 3-14-23*)

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
	\$	

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 2022 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.

STAFF RECCOMENDATION:

None

ATTACHMENTS:

Annual MS4 report

RECCOMENDED MOTION:

Discussion only

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: 2022 Annual Report

County: Dodge

Municipality: Waupun City

Permit Number: S050075

Facility Number: 31437

Reporting Year: 2022

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

Under s. 283.53(3)(a), a general MS4 permittee is required to reapply for permit coverage at least 180 days prior to the expiration date of the permit .

In order to acknowledge that you are reapplying for permit coverage, please check the following box:

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)

- Individual with responsibility for:
(Check all that apply)
- I&E Program
 - IDDE Program
 - IDDE Response Procedure Manual
 - Municipal-wide Water Quality Plan
 - Ordinances
 - Pollution Prevention Program
 - Post-Construction Program
 - Winter roadway maintenance

First Name:

Last Name:

Title:

Mailing Address:

Mailing Address 2:

City:

State:

Zip Code:

XXXXX or XXXXX-XXXX

Phone Number:

Ext:

XXX-XXX-XXXX

Email:

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:

XXXXX 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

Email is a required field , Phone Number xxx-xxx-xxxx is a required field , Postal Code is a required field , City is a required field , Address is a required field , Last Name is a required field , First Name is a required field ,

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: 4
- c. The permit requires that both passive and interactive mechanisms are utilized. How many interactive mechanisms were used during the reporting year? 3

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 checked="" type="checkbox"/> Public Officials
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other

- d. Will additional information/summary of 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. Complete the following information on Public Involvement and Participation Activities related to storm water. Select the Delivery Mechanism that best describes how the permit

activities were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date 2/23/2022			
Project/Event Name Plan Commission			
Delivery Mechanism <u>Citizen committee meeting</u>			
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: Stormwater Site Plan Review	<input checked="" type="checkbox"/> General Public <input 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
Event Start Date 3/23/2022			
Project/Event Name Plan Commission			
Delivery Mechanism <u>Citizen committee meeting</u>			
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: Stormwater Site Plan Review	<input checked="" type="checkbox"/> General Public <input 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
Event Start Date 4/27/2022			
Project/Event Name Plan Commission			
Delivery Mechanism <u>Citizen committee meeting</u>			
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: Stormwater Site Plan Review	<input checked="" type="checkbox"/> General Public <input 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
Event Start Date 8/24/2022			

Project/Event Name Plan Commission
Delivery Mechanism Citizen committee meeting

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: Stormwater Site Plan Review	<input checked="" type="checkbox"/> General Public <input 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

Event Start Date 8/31/2022
Project/Event Name Plan Commission
Delivery Mechanism Citizen committee meeting

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: Stormwater Site Plan Review	<input checked="" type="checkbox"/> General Public <input 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

Event Start Date 9/28/2022
Project/Event Name Plan Commission
Delivery Mechanism Citizen committee meeting

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: Stormwater Site Plan Review	<input checked="" type="checkbox"/> General Public <input 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

Event Start Date 10/11/2022
Project/Event Name Plan Commission
Delivery Mechanism Citizen committee meeting

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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: Stormwater Site Plan Review	<input checked="" type="checkbox"/> General Public <input 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. Complete the following information on Public Involvement and Participation Activities related to storm water. Select the Delivery Mechanism that best describes how volunteer activities were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	9/17/2022	<input type="checkbox"/> NA (Individual Permittee).	
Project/Event Name	Protect Wisconsin Waterways Rock River Clean-up		
Delivery Mechanism	Clean up event		
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 <input checked="" type="checkbox"/> Public Officials <input type="checkbox"/> Other	11-50	<input checked="" type="radio"/> Yes <input type="radio"/> No
Event Start Date	1/1/2022	<input type="checkbox"/> NA (Individual Permittee).	
Project/Event Name	Protect Wisconsin Waterways Volunteer Activities		
Delivery Mechanism	Other hands-on event		
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	Select...	<input checked="" type="radio"/> Yes <input type="radio"/> No

- Industries
- 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? | 86 | <input type="checkbox"/> Unsure |
| b. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program? | 28 | <input type="checkbox"/> Unsure |
| c. From the municipality's routine screening, how many were confirmed illicit discharges? | 0 | <input type="checkbox"/> Unsure |
| d. How many illicit discharge complaints did the municipality receive? | 0 | <input type="checkbox"/> Unsure |
| e. From the complaints received, how many were confirmed illicit discharges? | 0 | <input type="checkbox"/> Unsure |
| f. How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)? | 0 | <input type="checkbox"/> Unsure |

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

g. How many of the following enforcement mechanisms did the municipality use to enforce its illicit discharge ordinance? Check all that apply and enter the number of each used in the reporting year. Unsure

- | | |
|---|---|
| <input checked="" type="checkbox"/> Verbal Warning | 0 |
| <input checked="" type="checkbox"/> Written Warning (including email) | 0 |
| <input checked="" type="checkbox"/> Notice of Violation | 0 |
| <input checked="" type="checkbox"/> Civil Penalty/ Citation | 0 |

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.*

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? Unsure
- 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? Unsure
- 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)? Unsure
- d. 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. Unsure
- | | |
|---|--------------------------------|
| <input type="checkbox"/> No Authority | <input type="text"/> |
| <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.*
-

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 5 : Complete**5. Post-Construction Storm Water Management**

- a. How many sites with new structural storm water management Best Management Practice (BMP) have received local approval? 6 Unsure
 *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 Unsure
- c. If Yes, how many privately owned storm water management facilities were inspected in the reporting year? 28 Unsure
 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 Unsure
- e. If yes, does MS4 have maintenance authority on these privately owned BMPs? 0 Unsure
- f. How many municipally owned storm water management BMPs were inspected in the reporting year? 10 Unsure
- 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.
- No Authority
- Verbal Warning 0
- Written Warning (including email) 0
- Notice of Violation 0
- Civil Penalty/ Citation
- Forfeiture of Deposit
- Complete Maintenance
- Bill Responsible Party
- Other - Describe below
- 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.*

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 6 : Complete

6. Pollution Prevention

Storm Water Management Best Management Practice Inspections Not Applicable

- a. Enter the total number of municipally owned or operated structural storm water management best management practices. Unsure
- b. How many new municipally owned storm water management best management practices were installed in the reporting year? Unsure
- c. How many municipally owned storm water management best management practices were inspected in the reporting year? Unsure
- d. What elements are looked at during inspections (250 character limit)?

Embankment, outlet structure, permanent pool, inlet structure, infiltration test, wetpond sediment accumulation

- e. How many of these facilities required maintenance? Unsure
- 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.*

See attachment

Public Works Yards & Other Municipally Owned Properties (SWPPP Plan Review) Not Applicable

- g. How many municipal properties require a SWPPP? Unsure
- h. How many inspections of municipal properties have been conducted in the reporting year? Unsure
- i. Have amendments to the SWPPPs been made?
 Yes No Unsure
- 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.*

See Attachment

Collection Services - Street Sweeping / Cleaning Program Not Applicable

- l. Did the municipality conduct street sweeping/cleaning during the reporting year?

Yes No Unsure

- m. If known, how many tons of material was removed? 1761 Unsure
- n. Does the municipality have a low hazard exemption for this material? Yes No
- o. If street cleaning 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 1 time per week, then every other week.
- 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 Unsure
- q. How many catch basin sumps were cleaned in the reporting year? 138 Unsure
- r. If known, how many tons of material was collected? 1029 Unsure
- 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 Unsure
- v. Does the municipality notify homeowners about pickup? Yes No Unsure
- w. Where are the residents directed to store the leaves for collection?
- Pile on terrace Pile in street Bags on terrace Unsure
- Other - Describe _____
- x. What is the frequency of collection?
Spring - 3 weeks / Fall 5-6 weeks
- y. Is collection followed by street sweeping/cleaning? Yes No Unsure
- z. Brief explanation on Collection Services 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

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.) 85 Unsure

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
Salt	0	26	143	120	117	39

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
Brine	0	4270	9256	13402	13040	171
Pre-wetting compound	0	0	108	234	0	0

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

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

Training Date	Training Name	# Attendance
2/10/2022	Saltwise	10

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 Unsure

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

Illicit Discharge Detection & Elimination Video / Raincheck Video & Test

When: 9/7/2022 / 2/15/2022

How many attended: 12

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 Unsure

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 2022 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

3331	3331	3331	<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

134132	131133	78819	<u>Storm water utility</u>
--------	--------	-------	----------------------------

Other (describe)

Admin Wages, Repairs & Maintenance, Operating Expenses, Utilities			
---	--	--	--

194085	220269	218790	<u>Storm water utility</u>
--------	--------	--------	----------------------------

Other (describe)

SW Quality management (Ponds, SW Infrastructure for street projects)			
--	--	--	--

270558	553736	233520	<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 12/31/22 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)

Status of Total Maximum Daily Loads (TMDLs) Implementation

The permittee Waupun City is subject to the following approved TMDLs: Rock River Basin and/or Beaver Dam Lake

The permittee intends to comply with the following permit requirements to show progress towards meeting the TMDL:

[A.6.3] Final Documentation.

The permittee is confirming that all planned efforts are on schedule to submit the final documentation materials [updates to mapping, modeling, tabular summary, and Implementation Plan] under section A.6.3 by October 31, 2023.

Agree Disagree

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.*

Missing Information

Do not close your work until you SAVE.

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-StormSewerMaps.pdf](#)

Attach - Other Supporting Documents

AR EO

📎 File Attachment

[1-PublicEducationandOutreachSummarywattachments2022.pdf](#)

AR IP

📎 File Attachment

[2-PublicInvolvementandParticipationSummarywattachments-2022.pdf](#)

AR CSPC

📎 File Attachment

[4-ConstructionSiteErosioNControlwattachments-2022.pdf](#)

AR PCSSW

📎 File Attachment

[5-PostConstructionStormWaterManagementSummary-2022.pdf](#)

AR IDDE

📎 File Attachment

[3-IllicitDischargewattachments-2022.pdf](#)

AR PP

📎 File Attachment

[6-PollutionPreventionSummarywattachments-2022.pdf](#)

AR SWQM

📎 File Attachment

[7-StormWaterQualityManagementSummary-2022.pdf](#)

AR SWGroupReport

 File Attachment

[CMUFinalReport.pdf](#)

AR SWGroupReport

 File Attachment

[CMU-FinalReport-MonthlyThemeTablesforRRSG2022Report.pdf](#)

AR SWGroupReport

 File Attachment

[CMU-FinalReport-2022-MS4PermitReportingTables-VolunteerActivities-CleanUp.pdf](#)

AR SWGroupReport

 File Attachment

[CMU-FinalReport-2022-MS4PermitReportingTables-EventTables2.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](#)

Public Education and Outreach Summary - 2022

The City of Waupun covered the following topics in 2022.

1. Illicit Discharge Detection and Elimination
 - a. ([City of Waupun website](#))
 - b. The City issued 3 Ordinance violations to residents in 2022 for blowing grass clippings into the street
2. Household Hazardous Waste Disposal/Pet Waste Management/Vehicle Washing ([City of Waupun Website](#) and [Protect Wisconsin Waterways website](#))

Dodge and Fond du Lac both held Clean Sweep programs in 2022. Dodge County's was held on August 27, 2022 in Beaver Dam and Fond du Lac's was held on May 21, 2022 in Fond du Lac. City of Waupun residents were allowed to bring items to either location. This was advertised on the City's website, the County's Websites, Facebook pages, newspaper articles, and on the Radio (97.7 FM)
3. Yard Waste Management / Pesticide and Fertilizer Application ([City of Waupun Website](#))

The City offers curb side pickup of yard waste materials twice a year. In the spring the pick-up is usually 3 weeks long and in the fall the pick-up is 5-6 weeks long (depending on the weather). We also offer a 24 hr/7 day a week drop off site for yard waste materials.
4. Stream and Shoreline Management ([Protect Wisconsin Waterways website](#))
5. Residential Infiltration ([Protect Wisconsin Waterways website](#))
6. Construction Site and Post Construction Stormwater Management.

Signage is posted on all new construction sites that are over 1 acre as well as single family home construction.

The City requires all private stormwater ponds to be inspected annually. This is part of a Long Term Maintenance Agreement that is recorded with the County for each pond. There were 28 letters sent to property owners in April of 2022. The property owners were given until August 1, 2022 to return their inspections or the City would inspect them and assess the cost of the inspections to the tax bill for that property. The City received 19 inspections back from property owners and the Director of Public Works completed the remaining inspections.

The City of Waupun is a paying member of the Rock River Stormwater Group/Protect Wisconsin Waterways. This group is responsible for a large portion of the stormwater education and outreach in Waupun. Their annual report is attached to the MS4 Annual Report.

Public Involvement and Participation Summary – 2022

1. Annual Report – The annual report was presented to the Board of Public Works Meeting on _____. There were _____ council members _____ department managers and _____ citizens that attended the meeting.
2. Stormwater Management Program
The City's Stormwater Management Program was created in 2021. This program was approved by the Common Council at the March 23, 2021 meeting. There were 6 council members, and 10 department managers that attended the meeting.
3. Adoption or amendment of stormwater related ordinances.
There were no changes to any of the stormwater related ordinances in 2022.

Volunteer Activities:

1. The City of Waupun is a dues paying member of the Rock River Storm Water Group / Protect Wisconsin Waterways. This group does many volunteer activities each year.

Stormwater Site Plan Reviews

The Waupun Plan Commission reviews site plans for commercial projects. Part of the site plan approval is stormwater review. The City contracts with MSA to provide stormwater analysis and reviews.

Illicit Discharge Summary – 2022

The City of Waupun has 87 Outfalls. They range in diameter from 10" to 60". There are presently 16 Outfalls that are 36" or larger.

The City inspected 28 Outfalls in 2022, of those inspected 16 were major outfalls. The inspection reports for Outfalls are completed in the City's asset management software "iWorq".

The City's Stormwater Illicit Discharge and Connection Ordinance was adopted in 2009 and has been submitted to the DNR on previous MS4 reports. No changes were made to the ordinance in 2022. (Chapter 26 of the Waupun Municipal Code).

Construction Site Pollutant Control – Summary - 2022

Chapter 23 of the Waupun Municipal Code was created in 2005, amended in 2010, and 2018. There were no amendments made to the ordinance in 2022.

# of Building Permits Issued by the City	333
# of Land Disturbing Sites in 2022	50
# of Land Disturbing Sites over 1 acre in 2022	5
# of Site Inspection Visits Conducted (sites over 1 acre):	73
# of Violations Observed:	0
# of Stop Work Orders Issued:	0
Comments: When construction erosion problems are observed the contractors are given verbal instructions on the required corrections. These sites are re-inspected within one or two days. This approach has proven effective in achieving compliance with meeting erosions control requirements.	

Post Construction Storm Water Management Summary – 2022

# of Site Plan Reviews in 2022	15			
New Development	Project Size (acres)	Land Use	SWM Plan Required/Submitted	Completed in 2022?
Dunkin Donuts 103 Gateway Dr	>1 Acre	Commercial	Y	Y
United Cooperative (2) 1215 Moorman Dr	>1 Acre	Commercial	Y	N
All Phase 1804 Shaler Dr	>1 Acre	Commercial	Y	N
Navis 280 Gateway Dr	<1 Acre	Commercial	N	N
Scott & Lynette Peters 26 W Main St.	<1 Acre	Commercial	N	N
Re-Development	Project Size (acres)	Land Use	SWM Plan Required/Submitted	Completed in 2022?
CWC Addition (2) 301 Fox Lake Rd	>1	Commercial	Y	N
Tennaco 401 Industrial Dr	<1 Acre	Commercial	N	Y
Waupun Correctional Vacant Lot – S. Madison St	<1 Acre	Commercial	N	Y
Bly St LLC 331 Bly St	<1 Acre	Commercial	N	Y
Thomas Moul 715 S Madison St	>1 Acre	Residential	N	Y
SSM Health 620 W Brown St	<1 Acre	Commercial	N	Y
W.A.S.P. Supply 5 Doty St	<1 Acre	Commercial	N	N
Municipal Well & Pump 1212 Storbeck Dr	<1 Acre	Commercial	N	Y

MSA reviewed and approved the stormwater plans for the following:

- All Phase HVAC
- Bayberry Lane
- CWC Building Addition
- CWC Master Plan
- Dunkin Donuts
- United Cooperative

The rest of the projects did not require stormwater plans as they are smaller projects.

Existing Long Term Maintenance agreements / inspections and enforcement

The City owns 12 storm water ponds and those are inspected annually. 10 inspections were completed in May of 2022 and the findings are in the City's Asset Management Program (Iworq). 1 of the ponds is currently under construction.

For privately owned ponds, the City requires Long Term Maintenance Agreements to be recorded with the appropriate County. Every spring, the City sends out a notice to all pond owners, that the annual inspection is to be completed by August 1 of that year. If it not completed, the City completed the inspections and the costs associated with that are assessed back to the property owner on the tax bill. In 2022, 19 letters were sent out for 28 privately owned ponds. We received 19 inspections back from the property owners and the City completed 9 inspections.

Pollution Prevention Summary – 2022

Storm Water Management Facilities

TABLE 2
STORM WATER MANAGEMENT FACILITIES

Map Key	Name	Type	Const. Year	Management Plan	Maintenance Agreement	Record Drawing
AE	A&E Storage	Private	2021	Y	Y	Y
AP	All Phase	Private	2022	Y	Y	Y
BC1	Baseball Complex 1	Municipal	2011	Y	Y	Y
BC2	Baseball Complex 2	Municipal	2011	Y	Y	Y
BC3	Baseball Complex 3	Municipal	2011	Y	Y	Y
BAY	Bayberry Lane Pond	Municipal	2022	Y	Y	Y
BD EYE	BD Eye Clinic	Private	2010	Y	Y	Y
CH1	Christian Home 1	Private	2019	Y	Y	Y
CH2	Christian Home 2	Private	2019	Y	Y	Y
CH3	Christian Home 3	Private	2019	Y	Y	Y
CHIRO	Waupun Chiropractic	Private	2005	Y	Y	Y
CWC	Central WI Christian School	Private	2020	Y	Y	Y
FEP 1	Fairway Estates Pond 1	Private	2004	Y	N (prior to Ordinance Development)	Y
FEP 2	Fairway Estates Pond 2	Private	2004	Y	N (prior to Ordinance Development)	Y
FEP 3	Fairway Estates Pond 3	Private	2004	Y	N (prior to Ordinance Development)	Y
FEP 4	Fairway Estates Pond 4	Private	2004	Y	N (prior to Ordinance Development)	Y
FEP 5	Fairway Estates Pond 5	Private	2004	Y	N (prior to Ordinance Development)	Y
FEP 6	Fairway Estates Pond 6	Private	2004	Y	N (prior to Ordinance Development)	Y
FEP 7	Fairway Estates Pond 7	Private	2004	Y	N (prior to Ordinance Development)	Y
FLEX	Flexographic	Private	2014	N	N	N
GRAND	Grand Central	Private	2005	Y	Y	Y
HOC	Hockey Association	Municipal	pre 1992	N	Y	N
IFS	Insight FS	Private	2020	Y	Y (Not recorded)	Y
IFS 2	Insight FS 2	Private	2020	Y	Y (Not recorded)	Y
LA	Lamers	Private	2014	Y	Y	Y
LS	Lincoln & Shaler	Municipal	2011	N	Y	Y
MT	Maple Tree Townhome	Private	2022	Y	Y	Y
MAY	Mayfair & Watertown	Municipal	2013	N	Y	Y
MVP	Meadowview	Private	2018	Y	Y	Y
NA	Navis	Private	2019	N	Y (Not recorded)	Y
OAK	Oak Lane Pond	Municipal	2021	Y	Y	Y

PR	Prairie Ridge	Private	2008	Y	Y (Not recorded)	Y
PVA	Pine Valley Apartments	Private	2020	Y	Y	Y
SHALER	Shaler	Municipal	2014	N	Y	Y
STAN	Stanton Subdivision	Municipal	2006	N	Y	Y
TAN	Tanager Street	Municipal	2020	N	Y (to be done)	Y
TS	Truck Stop	Municipal	2018	N	Y	Y
UC	United Coop	Private	2023	N	N	N
WD	Waupun Dental	Private	2020	Y	Y	Y
WH	Waupun Hospital	Private	2016	Y	Y (Not recorded)	Y
WHS	High School	Private	2017	Y	Y	Y
WSA	Wilcox Street Apartments	Private	2003	Y	N (prior to Ordinance Development)	Y
WSS	Waupun Self Storage	Private	2020	Y	Y	Y

BMP Maintenance Plan

The City inspected ten (10) municipal owned BMP's in May of 2022. The inspection reports are stored in the City's Asset Management Software (Iworq)

For privately owned ponds, the City requires Long Term Maintenance Agreements to be recorded with the appropriate County. Every spring, the City sends out a notice to all pond owners, that the annual inspection is to be completed by August 1 of that year. If it not completed, the City completed the inspections and the costs associated with that are assessed back to the property owner on the tax bill. In 2022, 19 letters were sent out for 28 privately owned ponds. . We received 19 inspections back from the property owners and the City completed 9 inspections.

Municipally Owned Public Works Facilities

The SWPPP for the Waupun Public Works garage was completed in 2017 and submitted with the 2017 MS4 Annual Report. No changes have been made to the plan.

Measures to reduce municipal sources of storm water contamination within source water protection areas

Vehicle Maintenance – The City washes all vehicles indoors where the water drains to the Sanitary Sewer and not the storm sewer system.

Routine Inspection and maintenance of municipal owned or operated structural stormwater management facilities:

In 2022 the following activities were completed:

There were 241 inlet cleanings in 2022. Of those cleaned 138 of the inlets are catch basins with sumps.

219 Inlets were inspected

37 Catch basins were repaired

3 Storm Manhole was repaired

69 Outfalls were inspected

0 Outfalls were repaired

2 Storm sewer pipes were repaired

Routine Street Sweeping and Cleaning of catch basins with sumps where appropriate

The City operates one Global M4HSD Mechanical Street Sweeper. All streets are cleaned once per week during the first four weeks in spring as soon as snow has cleared enough to allow access to the street and curb area. After spring

cleanup all streets are cleaned every other week until late fall. There are approximately lane miles that the street sweeper cleans. There are approximately 45 lane miles that the street sweeper cleans each round.

Catch Basin Sump Cleaning is not included in the City's Stormwater Quality Plan, however The City is working on inventorying catch basins with sumps during our annual inspection/cleaning process. There are currently 1,449 catch basins and 40 miles of storm sewer. Our current count for sump inlets is 221. The City operates a Versa Vac Trailer to clean the catch basins.

Proper disposal of street sweeping and catch basin cleaning waste

Materials are disposed of on the City property near the City's Public Works yard. The material deposit site is cleaned for blowing trash every two weeks. If there is any contamination, the debris is hauled to a licensed landfill.

Leaf and grass clippings management

Grass clippings and yard waste can be delivered to the municipal garage drop off site 24 hours a day / 7 days a week. The Public Works Department also provides curb side pick up of leaves, grass clippings, and yard waste two times a year, approximately 4 weeks in the Spring of the year and approximately 7 weeks in the Fall. The City operated two Giant Leaf Vac's to complete curbside pickup.

Brush can be dropped off by residents at the Public Works Garage drop off site 24 hours a day / 7 days a week. The Public Works Department also provides curb side pick-up of branches in the spring and fall of the year. The brush is chipped into wood mulch curbside by a Brush Bandit chipper. This mulch is available free of charge to the public for use in their home gardens.

Winter Road Management

Road Salt is applied using load sensor hydraulics and ground speed control to allow a controlled application.

The City currently operates 5 pieces of equipment that is used for salting

Vehicle ID	Description	Salter Control	Calibrated
3-08	Tandem Axle Dump Truck	Force America 5100es	before each season and during if totals are off
5-09	Tandem Axle Dump Truck	Force America 5100es	before each season and during if totals are off
6-13	Single Axle Dump Truck	Force America 6100	before each season and during if totals are off
8-20	Tandem Axle Dump Truck	Force America 6100	before each season and during if totals are off
9-12	Tandem Axle Dump Truck	Monroe MPX448	before each season and during if totals are off

The amount used and land miles treated is included in the MS4 report every year.

Road salt is property stored in a covered building located east of the large heated building at 903 N. Madison St. Annual inspections of the storage shed are performed each year by the WI DOT Bureau of Highway Operations.

Main and secondary streets are completely salted and residential streets are only salted at intersections, curves, and hills.

Nutrient Management

Application of lawn and garden fertilizers on municipally controlled properties, with pervious surfaces over five (5) acres each, in accordance with a site specific nutrient application schedule based on appropriate soil tests:

- a. The City's old landfill is annually monitored and reports are sent to the DNR.
- b. The majority of the City's municipally controlled properties with impervious areas more than five (5) acres are Parks.

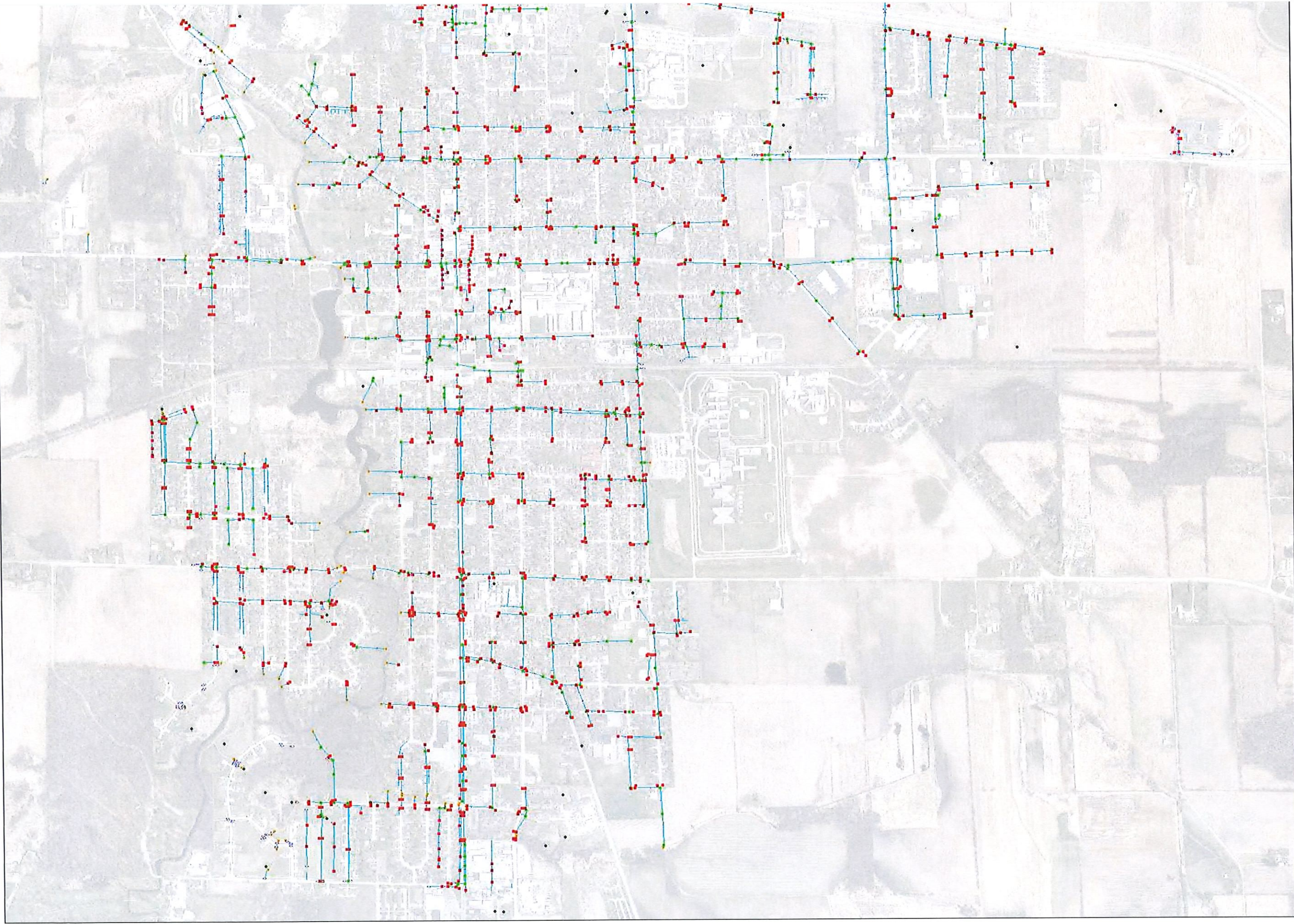
c. Turf Maintenance

Mow parks weekly, mow ballfields biweekly, fertilize ball fields in spring of each year, apply grub preventer in June of each year, soil testing as needed

Storm Water Quality Management Summary

The City of Waupun Storm Water Quality Plan Update was completed in 2017 and submitted with the 2017 MS4 Annual Report. No changes have been made to the Plan in 2022.

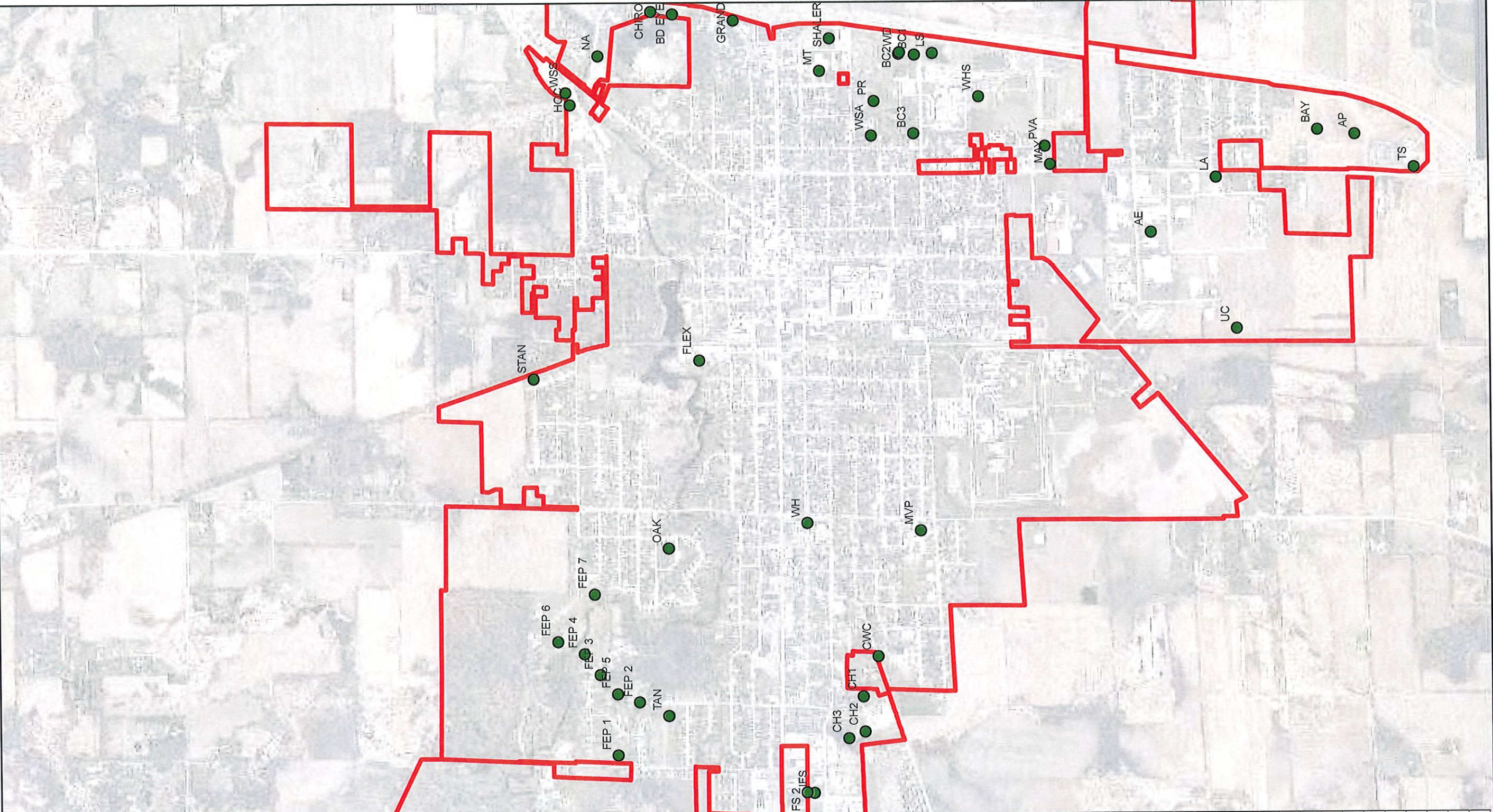
Waupun Storm Sewer Map



Legend

- Storm_Inlets
- Storm_Manholes
- Outfalls
- Endwalls
- Detention_Basins

Map Key	Name
AE	A&E Storage
AP	All Phase
BAT	Bayberry Lane Pond
BC1	Baseball Complex 1
BC2	Baseball Complex 2
BC3	Baseball Complex 3
BD EYE	BD Eye Clinic
CH1	Christian Home 1
CH2	Christian Home 2
CH3	Christian Home 3
CHIRO	Waupun Chiropractic
CWC	Central WI Christian School
FEP 1	Fairway Estates Pond 1
FEP 2	Fairway Estates Pond 2
FEP 3	Fairway Estates Pond 3
FEP 4	Fairway Estates Pond 4
FEP 5	Fairway Estates Pond 5
FEP 6	Fairway Estates Pond 6
FEP 7	Fairway Estates Pond 7
FLEX	Flexographic
GRAND	Grand Central
HOC	Hockey Association
IFS	Insight FS
IFS 2	Insight FS 2
LA	Lamers
LS	Lincoln & Shaler
MAY	Mayfair & Watertown
MT	Maple Tree Townhome
MVP	Meadowview
NA	Navis
OAK	Harmsen Ave Pond
PR	Prairie Ridge
PVA	Pine Valley Apartments
SHALER	Shaler
STAN	Stanton Subdivision
TAN	Tanager Street
TS	Truck Stop
UC	United Coop
WD	Waupun Dental
WH	Waupun Hospital
WHS	High School
WSA	Wilcox Street Apartments
WSS	Waupun Self Storage



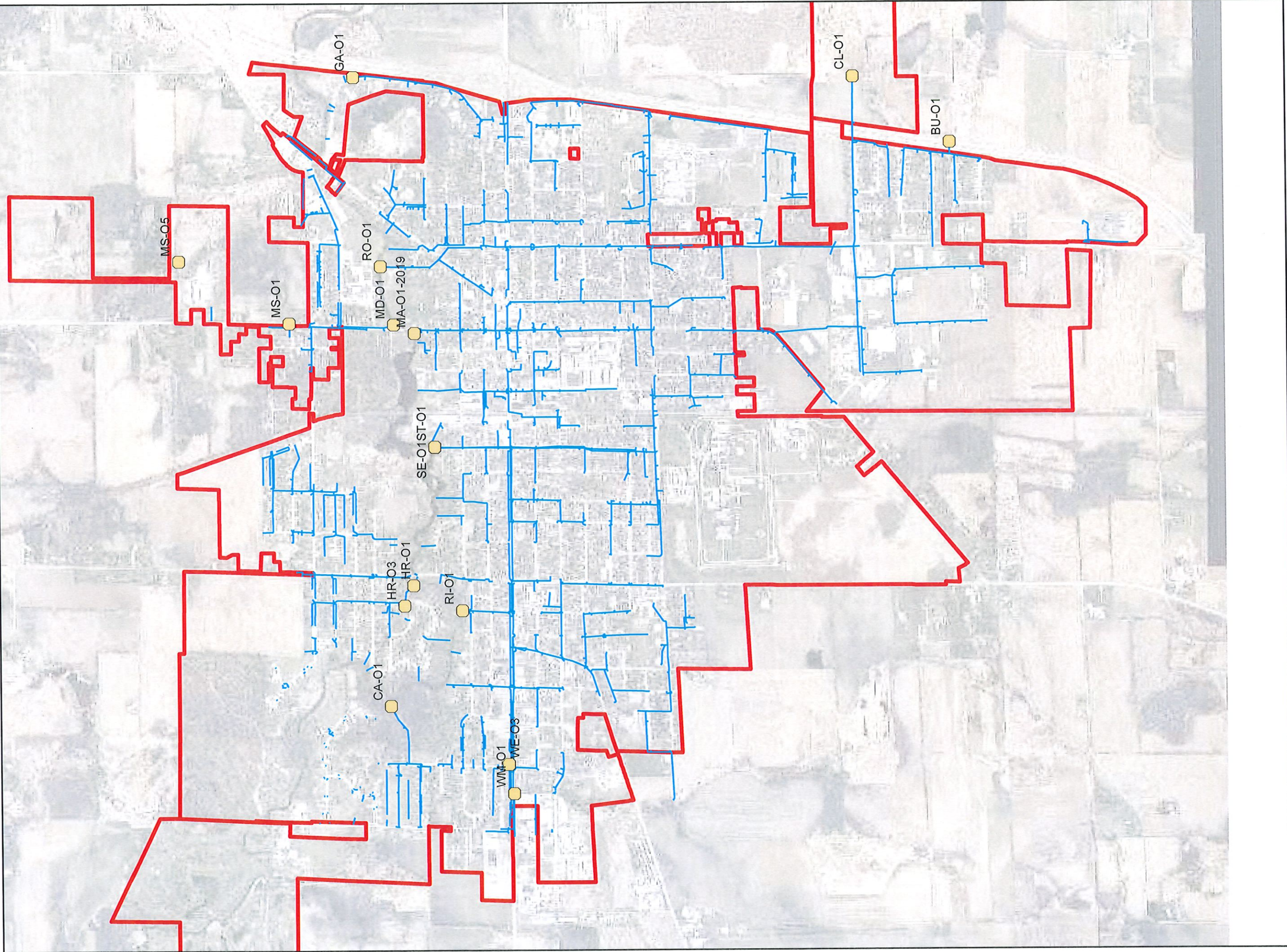
Existing Structural BMP's

Legend

- Detention_Basins
- Corporate Limits

City of Waupun
Dodge and Fond du Lac Counties, WI





Major Outfalls

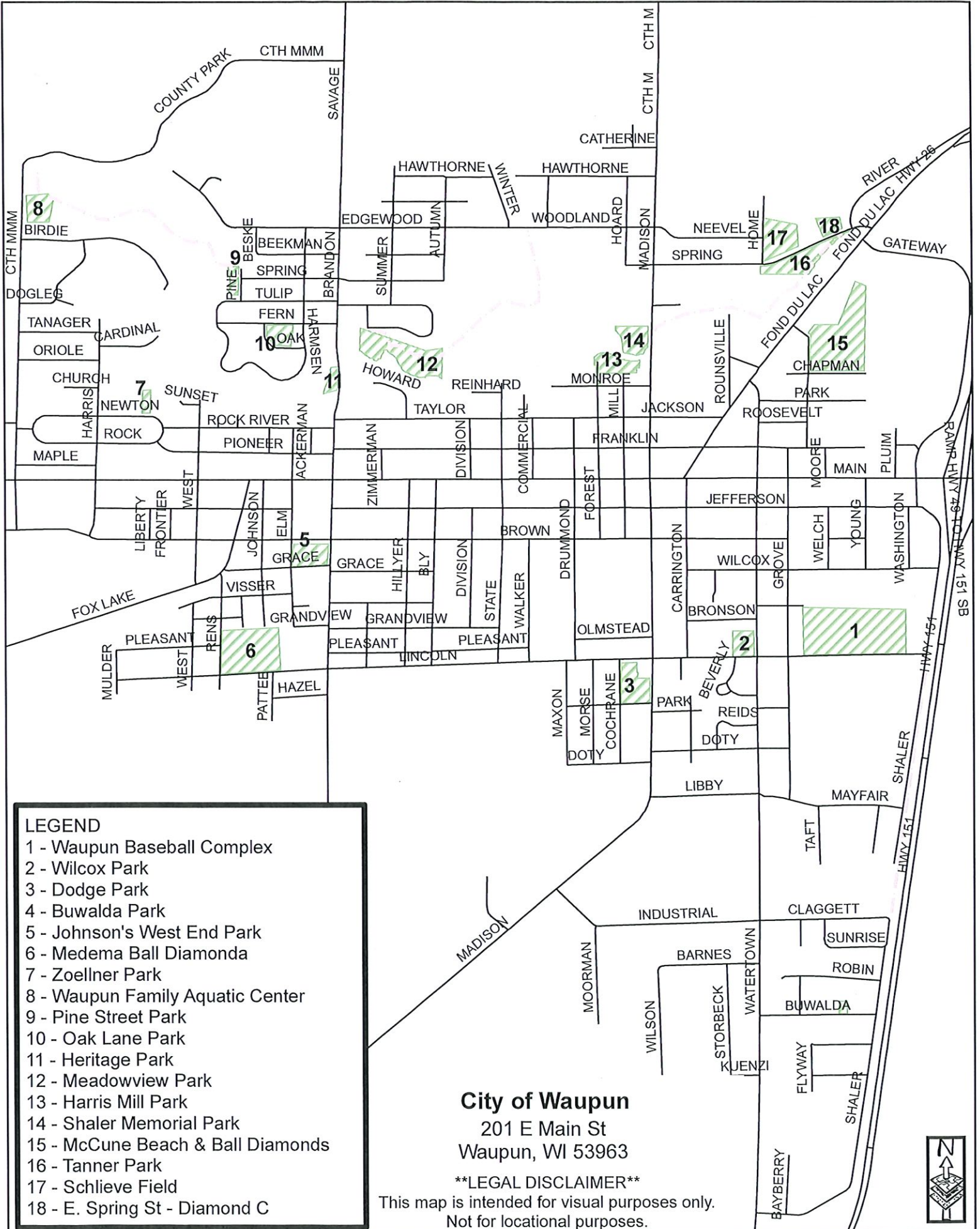
Legend

- Major_Outfalls
- Storm Lines
- Corporate Limits

City of Waupun
 Dodge and Fond du Lac Counties, WI



Waupun Park Map



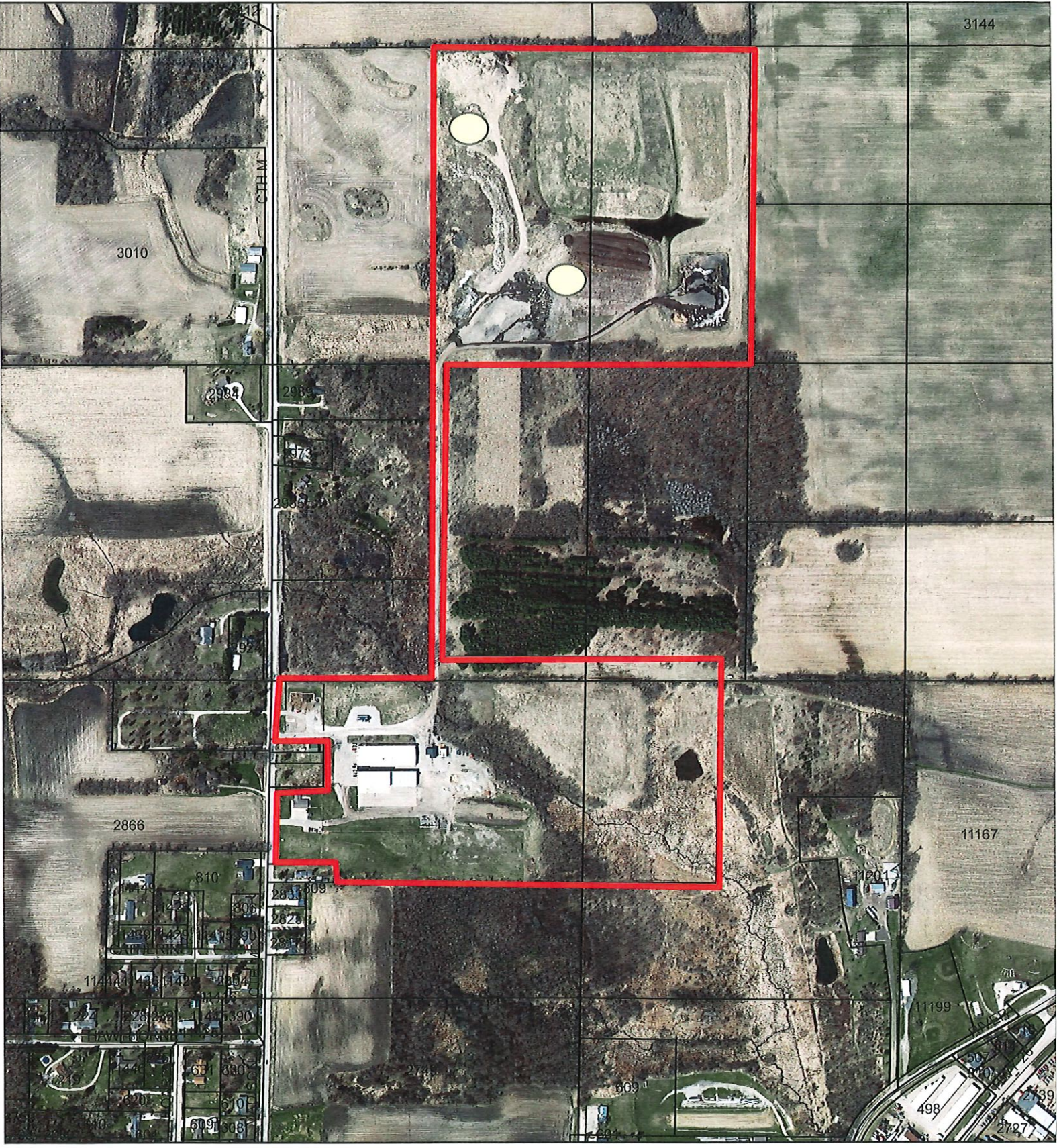
- LEGEND**
- 1 - Waupun Baseball Complex
 - 2 - Wilcox Park
 - 3 - Dodge Park
 - 4 - Buwalda Park
 - 5 - Johnson's West End Park
 - 6 - Medema Ball Diamond
 - 7 - Zoellner Park
 - 8 - Waupun Family Aquatic Center
 - 9 - Pine Street Park
 - 10 - Oak Lane Park
 - 11 - Heritage Park
 - 12 - Meadowview Park
 - 13 - Harris Mill Park
 - 14 - Shaler Memorial Park
 - 15 - McCune Beach & Ball Diamonds
 - 16 - Tanner Park
 - 17 - Schlieve Field
 - 18 - E. Spring St - Diamond C

City of Waupun
 201 E Main St
 Waupun, WI 53963

****LEGAL DISCLAIMER****

This map is intended for visual purposes only.
 Not for locational purposes.





Waupun Public Works Garage - Snow Dumping Sites

City of Waupun
Fond du Lac County, WI

 City of Waupun Parcel

 Snow Dumping Site





AGENDA SUMMARY SHEET

MEETING DATE: 3/14/23
AGENDA SECTION: BOARD/COMMITTEE/COMMISSION RECOMMENDATIONS
PRESENTER: Jeff Daane, Public Works Director

TITLE: Notice of Award for Wilson & Shaler Drive Extension Project City of Waupun (*Board of Public Works 3-14-23*)

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
	\$1,657,831.73 (BASE BID)	

ISSUE SUMMARY

Four bids we received on March 2, 2023 for the extension of Wilson and Shaler Drive

- Wondra Construction Inc \$1,657,831.73
- Kruczek Construction Inc \$1,677,777.77
- Kopplin & Kinas Co Inc \$1,746,706.80
- Woleske Construction Company Inc \$1,852,607.70

STAFF RECCOMENDATION:

To award the low bid from Wondra Construction

ATTACHMENTS:

Notice of Award packet

RECCOMENDED MOTION:

Approve Wondra Construction the contract Notice of Award for Wilson & Shaler Drive Extension Project for the amount of \$1,657,831.73 (BASE BID)



201 Corporate Drive
Beaver Dam, WI 53916

P (920) 887-4242
TF (800) 362-4505
F (920) 887-4250
www.msa-ps.com

March 3, 2023

Rohn Bishop, Mayor
City of Waupun
201 E. Main Street
Waupun, WI 53963

Re: Wilson & Shaler Drive Extension Project
City of Waupun

Dear Mr. Bishop:

Upon review of the bids received on March 2, 2023 for the above-referenced project, it was found that they were submitted by qualified contractors. It is our recommendation that the low responsive bidder listed below be accepted and award made at your next meeting.

Wondra Construction, Inc.
W2874 Graylog Road
Iron Ridge, WI 53035

Bid Amount \$1,657,831.73 (BASE BID)

Please execute the enclosed Notice of Award for the contract. Once the form is signed, please email a copy back to jlaue@msa-ps.com and/or abishop@msa-ps.com. After receiving the executed copy, we will forward one copy of the Notice of Award and the remaining contract package to the Contractor.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in black ink, appearing to read "Jason Laue", is written over a faint, larger version of the signature.

Jason Laue, PE
Team Leader

aab
Enc.

NOTICE OF AWARD

Date: _____

Project: Wilson & Shaler Drive Extension Project	
Owner: City of Waupun	Owner's Contract No.:
Contract: City of Waupun - Wilson & Shaler Drive Extension Project	Engineer's Project No.: 00212130
Bidder: Wondra Construction, Inc.	
Bidder's Address: W2874 Graylog Road	
Iron Ridge, WI 53035	

You are notified that your Bid dated March 2, 2023 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Wilson & Shaler Drive Extension Project
Base Bid

The Contract Price of your Contract is One Million Six Hundred Fifty-Seven Thousand Eight Hundred Thirty-One Dollars and Seventy-Three Cents (\$1,657,831.73) (Base Bid).

One copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

One sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner one fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Waupun
Owner
By: _____
Authorized Signature

Title

Copy to Engineer

Wilson & Shaler Drive Extension Project (#8393342)

Owner: City of Waupun

Solicitor: MSA Professional Services - Beaver Dam

03/02/2023 11:00 AM CST

MSA Project # 00212130

Line Item	Item Description	UofM	Qty	Wondra Construction, Inc.		Kruczek Construction Inc.		Kopplin & Kinas Co., Inc.		Woleske Construction Company Inc	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid											
1	Mobilization, Bonds, & Insurance	LS	1	\$9,625.00	\$9,625.00	\$22,400.00	\$22,400.00	\$35,400.00	\$35,400.00	\$89,000.00	\$89,000.00
2	Erosion and Sedimentation Controls	LS	1	\$11,800.00	\$11,800.00	\$8,600.00	\$8,600.00	\$7,100.00	\$7,100.00	\$12,500.00	\$12,500.00
3	Traffic Control	LS	1	\$7,250.00	\$7,250.00	\$4,000.00	\$4,000.00	\$7,700.00	\$7,700.00	\$15,000.00	\$15,000.00
4	Unclassified Excavation (Stormwater Management Pond)	LS	1	\$41,100.00	\$41,100.00	\$42,500.00	\$42,500.00	\$80,708.00	\$80,708.00	\$70,669.00	\$70,669.00
5	Unclassified Excavation (General Site)	LS	1	\$80,000.00	\$80,000.00	\$66,666.00	\$66,666.00	\$145,600.00	\$145,600.00	\$82,958.00	\$82,958.00
6	Clay Pond Liner (Complete)	LS	1	\$17,300.00	\$17,300.00	\$44,444.00	\$44,444.00	\$56,630.00	\$56,630.00	\$33,360.00	\$33,360.00
7	Topsoil Placement & Grading	S.Y.	33100	\$0.62	\$20,522.00	\$0.50	\$16,550.00	\$0.82	\$27,142.00	\$0.64	\$21,184.00
8	Seeding & Fertilizing (with Mulch)	S.Y.	16570	\$0.42	\$6,959.40	\$0.50	\$8,285.00	\$0.50	\$8,285.00	\$0.45	\$7,456.50
9	Seeding & Fertilizing (with Erosion Mat)	S.Y.	16530	\$1.85	\$30,580.50	\$2.00	\$33,060.00	\$1.90	\$31,407.00	\$1.04	\$17,191.20
10	Clearing & Grubbing (Onsite Trees & Brush)	LS	1	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$3,280.00	\$3,280.00	\$8,800.00	\$8,800.00
11	Concrete Curb/Gutter - 30 Inch Type D	L.F.	5160	\$16.90	\$87,204.00	\$16.17	\$83,437.20	\$15.85	\$81,786.00	\$16.00	\$82,560.00
12	Concrete Curb/Gutter - 30 Inch Type D W/ Reverse Slope Gutter	L.F.	350	\$19.25	\$6,737.50	\$17.65	\$6,177.50	\$18.20	\$6,370.00	\$17.50	\$6,125.00
13	Concrete Curb/Gutter - 30 Inch Type D W/ 4 Inch Sloped Curb & Reverse Slope Gutter	L.F.	40	\$36.55	\$1,462.00	\$45.90	\$1,836.00	\$35.50	\$1,420.00	\$45.00	\$1,800.00
14	Concrete Curb/Gutter - 36 Inch Type D W/ 4 Inch Sloped Curb & Reverse Slope Gutter	L.F.	400	\$20.90	\$8,360.00	\$23.72	\$9,488.00	\$19.85	\$7,940.00	\$24.00	\$9,600.00
15	Concrete Curb/Gutter - 36 Inch Type D W/ 6 Inch Sloped Curb	L.F.	220	\$20.90	\$4,598.00	\$22.25	\$4,895.00	\$19.85	\$4,367.00	\$22.00	\$4,840.00
16	Concrete Median Sloped Nose	S.F.	140	\$12.50	\$1,750.00	\$17.50	\$2,450.00	\$12.50	\$1,750.00	\$18.00	\$2,520.00
17	Dense Graded Base (6 Inch Thick)	S.Y.	13620	\$4.41	\$60,064.20	\$2.85	\$38,817.00	\$4.04	\$55,024.80	\$4.30	\$58,566.00
18	Breaker Run (8 Inch Thick)	S.Y.	13620	\$5.91	\$80,494.20	\$3.80	\$51,756.00	\$5.33	\$72,594.60	\$5.80	\$78,996.00
19	Asphaltic Binder (3 Inch Thick) (2023 Paving)	S.Y.	11120	\$11.40	\$126,768.00	\$11.70	\$130,104.00	\$11.40	\$126,768.00	\$12.00	\$133,440.00
20	Asphaltic Surface (2 Inch Thick) (2023 Paving)	S.Y.	1260	\$10.00	\$12,600.00	\$11.70	\$14,742.00	\$10.00	\$12,600.00	\$11.00	\$13,860.00
21	Asphaltic Surface (2 Inch Thick) (2024 Paving)	S.Y.	9860	\$9.05	\$89,233.00	\$9.00	\$88,740.00	\$9.05	\$89,233.00	\$9.50	\$93,670.00
22	Asphaltic Median (3 Inch Thick) (2023 Paving)	S.Y.	210	\$21.00	\$4,410.00	\$18.50	\$3,885.00	\$21.00	\$4,410.00	\$24.00	\$5,040.00
23	Excavation Below Subgrade (E.B.S.)	C.Y.	1080	\$30.46	\$32,896.80	\$28.70	\$30,996.00	\$26.20	\$28,296.00	\$31.00	\$33,480.00
24	Stabilization Fabric (Type S.A.S.)	S.Y.	13620	\$1.60	\$21,792.00	\$1.50	\$20,430.00	\$1.72	\$23,426.40	\$1.50	\$20,430.00
25	Pavement Marking Removals	L.S.	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,700.00	\$1,700.00	\$1,500.00	\$1,500.00
26	Pavement Marking, 4 Inch White Epoxy	L.F.	190	\$2.20	\$418.00	\$2.25	\$427.50	\$2.20	\$418.00	\$2.20	\$418.00
27	Pavement Marking, 4 Inch Yellow Epoxy	L.F.	540	\$2.20	\$1,188.00	\$2.25	\$1,215.00	\$2.20	\$1,188.00	\$2.20	\$1,188.00
28	Pavement Marking, 8 Inch White Epoxy	L.F.	300	\$4.00	\$1,200.00	\$4.00	\$1,200.00	\$4.00	\$1,200.00	\$4.00	\$1,200.00
29	Pavement Marking, 18 Inch White Epoxy	L.F.	50	\$17.00	\$850.00	\$17.35	\$867.50	\$17.00	\$850.00	\$17.00	\$850.00
30	Pavement Marking, Type 2 Arrow, White Epoxy	EA.	2	\$275.00	\$550.00	\$280.00	\$560.00	\$275.00	\$550.00	\$275.00	\$550.00
31	Pavement Marking, Type 3 Arrow, White Epoxy	EA.	2	\$300.00	\$600.00	\$306.00	\$612.00	\$300.00	\$600.00	\$300.00	\$600.00
32	Pavement Marking, Text "Only", White Epoxy	EA.	2	\$300.00	\$600.00	\$306.00	\$612.00	\$300.00	\$600.00	\$300.00	\$600.00

Line Item	Item Description	UofM	Qty	Wondra Construction, Inc.		Kruczek Construction Inc.		Kopplin & Kinas Co., Inc.		Woleske Construction Company Inc	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
33	Permanent Sign with Post, R4-7 (24 Inch x30 Inch)	EA.	2	\$385.00	\$770.00	\$393.00	\$786.00	\$385.00	\$770.00	\$1,400.00	\$2,800.00
34	Permanent Sign with Post, R1-1 (30 Inch x30 Inch) & R6-3A (30 Inch x24 Inch)	EA.	1	\$635.00	\$635.00	\$647.00	\$647.00	\$635.00	\$635.00	\$2,400.00	\$2,400.00
35	Culvert End Marker (Complete)	EA.	4	\$95.00	\$380.00	\$100.00	\$400.00	\$95.00	\$380.00	\$200.00	\$800.00
36	Rock Excavation	C.Y.	1500	\$62.89	\$94,335.00	\$55.00	\$82,500.00	\$62.00	\$93,000.00	\$0.01	\$15.00
37	Trucked Granular Backfill	TON	4900	\$10.48	\$51,352.00	\$10.50	\$51,450.00	\$6.05	\$29,645.00	\$0.01	\$49.00
38	Styrofoam Pipe Insulation	S.F.	450	\$1.36	\$612.00	\$4.67	\$2,101.50	\$4.00	\$1,800.00	\$6.00	\$2,700.00
39	Street Inlet (2 Foot x 3 Foot I.D.) (Complete)	EA.	10	\$2,631.48	\$26,314.80	\$2,800.00	\$28,000.00	\$2,700.00	\$27,000.00	\$2,600.00	\$26,000.00
40	Storm Manhole (4 Foot I.D.) (Complete)	EA.	3	\$2,916.34	\$8,749.02	\$3,620.00	\$10,860.00	\$3,400.00	\$10,200.00	\$3,890.00	\$11,670.00
41	Storm Manhole (5 Foot I.D.) (Complete)	EA.	2	\$4,842.26	\$9,684.52	\$4,500.00	\$9,000.00	\$5,200.00	\$10,400.00	\$5,444.00	\$10,888.00
42	Storm Manhole (6 Foot I.D.) (Complete)	EA.	2	\$5,473.35	\$10,946.70	\$5,800.00	\$11,600.00	\$6,200.00	\$12,400.00	\$12,244.00	\$24,488.00
43	Storm Manhole w/ Inlet Casting (4 Foot I.D.) (Complete)	EA.	2	\$3,160.34	\$6,320.68	\$3,800.00	\$7,600.00	\$3,700.00	\$7,400.00	\$7,444.00	\$14,888.00
44	Storm Manhole w/ Inlet Casting (6 Foot I.D.) (Complete)	EA.	1	\$5,086.26	\$5,086.26	\$5,555.00	\$5,555.00	\$6,400.00	\$6,400.00	\$8,244.00	\$8,244.00
45	R.C.P. Storm Sewer (12 Inch I.D.)	L.F.	420	\$55.83	\$23,448.60	\$55.00	\$23,100.00	\$57.00	\$23,940.00	\$49.00	\$20,580.00
46	R.C.P. Storm Sewer (15 Inch I.D.)	L.F.	300	\$60.92	\$18,276.00	\$61.00	\$18,300.00	\$47.00	\$14,100.00	\$55.00	\$16,500.00
47	R.C.P. Storm Sewer (18 Inch I.D.)	L.F.	190	\$65.12	\$12,372.80	\$71.00	\$13,490.00	\$50.00	\$9,500.00	\$58.00	\$11,020.00
48	R.C.P. Storm Sewer (24 Inch I.D.)	L.F.	630	\$84.35	\$53,140.50	\$88.00	\$55,440.00	\$71.00	\$44,730.00	\$74.00	\$46,620.00
49	R.C.P. Storm Sewer (30 Inch I.D.)	L.F.	360	\$106.45	\$38,322.00	\$120.00	\$43,200.00	\$95.00	\$34,200.00	\$93.00	\$33,480.00
50	R.C.P. Storm Sewer (36 Inch I.D.)	L.F.	150	\$131.43	\$19,714.50	\$150.00	\$22,500.00	\$130.00	\$19,500.00	\$116.00	\$17,400.00
51	P.V.C. Storm Sewer (6 Inch I.D.)	L.F.	20	\$55.89	\$1,117.80	\$36.35	\$727.00	\$20.00	\$400.00	\$33.00	\$660.00
52	R.C.P. H.E. Storm Sewer (30 x 19 Inch I.D.)	L.F.	210	\$104.99	\$22,047.90	\$131.00	\$27,510.00	\$104.00	\$21,840.00	\$97.00	\$20,370.00
53	R.C.P. Endwall (18 Inch I.D. w/ Pipe Grate) (Complete)	EA.	1	\$1,703.87	\$1,703.87	\$1,600.00	\$1,600.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
54	R.C.P. Endwall (24 Inch I.D. w/ Pipe Grate) (Complete)	EA.	2	\$2,391.66	\$4,783.32	\$2,100.00	\$4,200.00	\$2,200.00	\$4,400.00	\$3,333.00	\$6,666.00
55	R.C.P. Endwall (36 Inch I.D. w/ Pipe Grate) (Complete)	EA.	1	\$3,867.40	\$3,867.40	\$4,300.00	\$4,300.00	\$3,600.00	\$3,600.00	\$4,444.00	\$4,444.00
56	R.C.P. H.E. Endwall (30 x 19 Inch I.D. w/ Pipe Grate) (Complete)	EA.	2	\$1,888.82	\$3,777.64	\$2,400.00	\$4,800.00	\$1,800.00	\$3,600.00	\$4,888.00	\$9,776.00
57	P.V.C. Storm Sewer Cap (6 Inch I.D.) (Complete)	EA.	1	\$126.09	\$126.09	\$58.00	\$58.00	\$50.00	\$50.00	\$150.00	\$150.00
58	Concrete Storm Sewer Cap (18 Inch I.D.) (Complete)	EA.	1	\$335.10	\$335.10	\$292.00	\$292.00	\$300.00	\$300.00	\$350.00	\$350.00
59	Concrete Storm Sewer Cap (24 Inch I.D.) (Complete)	EA.	4	\$353.45	\$1,413.80	\$467.00	\$1,868.00	\$400.00	\$1,600.00	\$1,000.00	\$4,000.00
60	Medium Riprap w/ Geotextile Fabric	S.Y.	280	\$33.26	\$9,312.80	\$30.60	\$8,568.00	\$33.95	\$9,506.00	\$16.00	\$4,480.00
61	Pond Outfall Structure (2 Foot x 3 Foot. w/ Grate)	EA.	1	\$4,800.81	\$4,800.81	\$4,150.00	\$4,150.00	\$5,000.00	\$5,000.00	\$11,000.00	\$11,000.00
62	Connect to Existing Sanitary Manhole (Complete)	EA.	1	\$1,000.00	\$1,000.00	\$816.00	\$816.00	\$1,000.00	\$1,000.00	\$5,500.00	\$5,500.00
63	Sanitary Manhole (Complete)	EA.	8	\$5,337.44	\$42,699.52	\$4,875.00	\$39,000.00	\$4,800.00	\$38,400.00	\$7,900.00	\$63,200.00
64	Adjust Existing Sanitary Manhole	EA.	1	\$500.00	\$500.00	\$935.00	\$935.00	\$1,200.00	\$1,200.00	\$1,800.00	\$1,800.00

Line Item	Item Description	UofM	Qty	Wondra Construction, Inc.		Kruczek Construction Inc.		Kopplin & Kinas Co., Inc.		Woleske Construction Company Inc	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
65	P.V.C. Sanitary Sewer (8 Inch I.D.)	L.F.	1010	\$43.51	\$43,945.10	\$53.00	\$53,530.00	\$40.00	\$40,400.00	\$64.00	\$64,640.00
66	P.V.C. Sanitary Sewer (10 Inch I.D.)	L.F.	1330	\$50.36	\$66,978.80	\$59.40	\$79,002.00	\$43.00	\$57,190.00	\$67.00	\$89,110.00
67	P.V.C. Sanitary Lateral (6 Inch I.D.)	L.F.	120	\$57.54	\$6,904.80	\$60.40	\$7,248.00	\$40.00	\$4,800.00	\$39.00	\$4,680.00
68	Sanitary Wye (10 Inch x 6 Inch) (Complete)	EA.	3	\$323.00	\$969.00	\$263.00	\$789.00	\$300.00	\$900.00	\$666.00	\$1,998.00
69	Plug w/ Blocking (6 Inch I.D.) (Complete)	EA.	3	\$276.00	\$828.00	\$88.00	\$264.00	\$200.00	\$600.00	\$440.00	\$1,320.00
70	Plug w/ Blocking (10 Inch I.D.) (Complete)	EA.	1	\$294.00	\$294.00	\$178.07	\$178.07	\$400.00	\$400.00	\$600.00	\$600.00
71	P.V.C. Watermain (6 Inch I.D.)	L.F.	180	\$59.30	\$10,674.00	\$66.30	\$11,934.00	\$50.00	\$9,000.00	\$58.00	\$10,440.00
72	P.V.C. Watermain (8 Inch I.D.)	L.F.	120	\$70.08	\$8,409.60	\$80.00	\$9,600.00	\$50.00	\$6,000.00	\$69.00	\$8,280.00
73	P.V.C. Watermain (10 Inch I.D.)	L.F.	2710	\$62.22	\$168,616.20	\$62.25	\$168,697.50	\$58.00	\$157,180.00	\$84.00	\$227,640.00
74	Valve and Road Box (6 Inch I.D.) (Complete)	EA.	7	\$1,962.00	\$13,734.00	\$2,100.00	\$14,700.00	\$1,825.00	\$12,775.00	\$3,330.00	\$23,310.00
75	Valve and Road Box (8 Inch I.D.) (Complete)	EA.	3	\$2,589.00	\$7,767.00	\$3,000.00	\$9,000.00	\$2,500.00	\$7,500.00	\$4,900.00	\$14,700.00
76	Valve and Road Box (10 Inch I.D.) (Complete)	EA.	6	\$3,782.00	\$22,692.00	\$4,380.00	\$26,280.00	\$3,650.00	\$21,900.00	\$5,200.00	\$31,200.00
77	Watermain Tee (10 Inch x 10 Inch x 6 Inch I.D.) (Complete)	EA.	7	\$912.00	\$6,384.00	\$1,050.00	\$7,350.00	\$996.00	\$6,972.00	\$2,000.00	\$14,000.00
78	Watermain Tee (10 Inch x 10 Inch x 8 Inch I.D.) (Complete)	EA.	3	\$1,011.00	\$3,033.00	\$1,168.00	\$3,504.00	\$1,200.00	\$3,600.00	\$2,000.00	\$6,000.00
79	Watermain Tee (10 Inch x 10 Inch x 10 Inch I.D.) (Complete)	EA.	1	\$1,141.00	\$1,141.00	\$1,343.00	\$1,343.00	\$1,300.00	\$1,300.00	\$2,000.00	\$2,000.00
80	Connect to Existing Watermain (Complete)	EA.	2	\$818.60	\$1,637.20	\$1,435.00	\$2,870.00	\$2,500.00	\$5,000.00	\$1,400.00	\$2,800.00
81	Reducer (10 Inch x 6 Inch I.D.) (Complete)	EA.	1	\$514.00	\$514.00	\$525.00	\$525.00	\$450.00	\$450.00	\$900.00	\$900.00
82	Reducer (8 Inch x 6 Inch I.D.) (Complete)	EA.	1	\$415.00	\$415.00	\$400.00	\$400.00	\$400.00	\$400.00	\$1,400.00	\$1,400.00
83	45 Degree Bend w/ Blocking (8 Inch I.D.) (Complete)	EA.	1	\$467.00	\$467.00	\$467.00	\$467.00	\$400.00	\$400.00	\$700.00	\$700.00
84	45 Degree Bend w/ Blocking (10 Inch I.D.) (Complete)	EA.	4	\$668.00	\$2,672.00	\$730.00	\$2,920.00	\$800.00	\$3,200.00	\$800.00	\$3,200.00
85	Watermain Cap w/ Blocking (6 Inch I.D.) (Complete)	EA.	3	\$263.00	\$789.00	\$200.00	\$600.00	\$200.00	\$600.00	\$800.00	\$2,400.00
86	Watermain Cap w/ Blocking (8 Inch I.D.) (Complete)	EA.	2	\$327.00	\$654.00	\$300.00	\$600.00	\$250.00	\$500.00	\$900.00	\$1,800.00
87	Complete Hydrant Assembly (Complete)	EA.	4	\$5,673.75	\$22,695.00	\$6,830.00	\$27,320.00	\$6,500.00	\$26,000.00	\$6,800.00	\$27,200.00
88	Complete Hydrant Assembly w/ 2 Foot Extension (Complete)	EA.	2	\$7,129.50	\$14,259.00	\$8,525.00	\$17,050.00	\$7,300.00	\$14,600.00	\$8,800.00	\$17,600.00
Base Bid Total:					\$1,657,831.73		\$1,677,777.77		\$1,746,706.80		\$1,852,607.70



AGENDA SUMMARY SHEET

MEETING DATE: 3/14/23 **TITLE:** Leaf Collection and Street Sweeping Water Quality Assessment Agreement (*Board of Public Works 3-14-23*)

AGENDA SECTION: BOARD/COMMITTEE/COMMISSION RECOMMENDATIONS

PRESENTER: Jeff Daane, Public Works Director

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT
	\$15,000

ISSUE SUMMARY

As part of our new agreement with the WDNR constructing a new storm water pond every 5 years we will not be able to achieve the reductions stipulated under sections 5.2.a and 5.2.b the city needs to follow additional requirements.

A.5 Compliance Over Multiple Permit Terms. *If the permittee cannot meet the requirements stipulated under sections A.3 or A.4, the permittee shall demonstrate continued progress towards compliance with the requirements contained in section A.2.2. During the term of this permit, the following are required:*

A.5.1 *By March 31, 2020, if the permittee determines that the applicable requirements contained in section A.2.2 will not be achieved by October 31, 2023, then the permittee shall notify the Department in writing which reachsheds and pollutants of concern are not in compliance with the requirements contained in section A.2.2.*

A.5.2 *By October 31, 2021, the permittee shall submit a TMDL Implementation Plan to the Department identifying and describing the actions that the permittee shall undertake, including a proposed schedule and milestones, to achieve the following by the end of the term of this permit:*

a. *A level of reduction that achieves at least 20% of the remaining reduction needed beyond the current 20% TSS reduction required under s. NR 151.13 (2)(b)1.b., Wis. Adm. Code, to achieve full compliance in sediment or TSS.*

b. *A level of reduction that achieves at least 10% of the remaining reduction needed beyond 15% TP reduction to achieve full compliance in TP*

You have done the above with the TMDL compliance plan we prepared and discussed with Dan Bekta in 2021

A.5.3 *If the permittee determines by October 31, 2021, that it is unable to achieve the reductions stipulated under sections A.5.2.a and A.5.2.b, the permittee shall meet the following requirements by October 31, 2023:*

a. *Pursuant to the permittee’s authority under s. 281.33(6)(a)2., Wis. Stats., the permittee shall create or revise and promulgate a municipal storm water management ordinance applicable to redevelopment that requires compliance with post-construction storm water management performance standards that are stricter than the uniform statewide standards established by the Department. When reporting to the Department under section A.6.3, the permittee shall include a justification for the level of pollutant reduction in the ordinance with an assessment of the progress it achieves towards full compliance with the TMDL. The redevelopment reductions may be adjusted to account for other storm water control measures that may exist. The permittee may also establish TP reduction levels for redevelopment projects.*

b. *The permittee shall create or revise a municipal ordinance that requires the development and implementation of a maintenance plan for all privately-owned storm water treatment facilities for which the permittee takes a*

TSS and/or TP reduction credit. The permittee shall develop and implement procedures and measures to verify and track that the storm water treatment facilities are inspected on a regular schedule and maintained in the intended working condition in accordance with the plans. The permittee shall require that maintenance agreements be recorded with the appropriate property records that obligates the current and future owners to implement the maintenance plans.

c. The permittee shall revise or promulgate a municipal ordinance that requires the submittal of record drawings for storm water management facility that the permittee takes a TSS and/or TP reduction credit. The permittee shall require submittal of the record drawing prior to close-out of the local permit or upon final approval and shall maintain appropriate records and tracking of the plans.

d. If the pollutant of concern is TP, the permittee shall implement, expand, or optimize a municipal leaf collection program coupled with street cleaning to serve areas where municipal leaf collection is not currently provided within the MS4 but for which a phosphorus reduction has been assigned and additional reductions could be achieved.

e. Within the MS4 permitted area, the permittee shall inventory the condition of the conveyance systems and outfalls. Where erosion or scour is occurring, the permittee shall develop a schedule to stabilize the identified areas over a 5-year period.

f. The permittee shall install at least one new structural BMP or enhance one or more existing structural BMPs to reduce a pollutant of concern discharged via storm water runoff to an impaired waterbody for which a WLA has been assigned to the permittee. The permittee shall develop and implement a maintenance plan for each new structural BMP.

g. The permittee shall conduct an analysis of the current municipal street cleaning program, to determine if additional pollutant loading reductions can be achieved. The permittee shall evaluate optimizing sweeping frequency, targeting of critical areas and time periods, and instituting parking restrictions. If a pollutant reduction can be achieved through optimizing the existing street cleaning program, the permittee shall adopt the optimized program the next calendar year or provide a written explanation to the Department explaining why the optimize street cleaning program is not feasible and provide alternative options to achieve similar pollutant reductions.

The yellow highlighted items above refer to specific revisions to the City's post-construction stormwater management ordinance. All of these items were included with the revision I prepared for the City in 2016 (as-built plans were already required).

Green highlighted will require additional modeling. The leaf collection analysis can be rather involved, street sweeping not so much. Probably this is about a \$15,000 effort.

Blue highlighted is just another component you'll need to add to your current IDDE inspections.

Purple highlighted requires the City to construct at least 1 new structural BMP each permit cycle (every 5 years). You are doing that now.

So – really the only thing that needs to be done prior to October is the modeling effort.

STAFF RECCOMENDATION:

Approve agreement with MSA to use funds from Storm water utility operating budget

ATTACHMENTS:

MSA agreement

RECCOMENDED MOTION:

Approve Leaf Collection and Street Sweeping Water Quality Assessment Agreement with MSA Professional Services, Inc. for \$15,000



Professional Services Agreement

MSA Project Number: 00212143

This AGREEMENT (Agreement) is made today March 1, 2023 by and between CITY OF WAUPUN (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Leaf Collection & Street Sweeping Water Quality Assessment

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

The schedule to perform the work is: Approximate Start Date: March 1, 2023
Approximate Completion Date: October 31, 2023

The lump sum fee for the work is: \$15,000

The retainer amount required is: N/A

NOTE: The retainer will be applied toward the final invoice on this project.

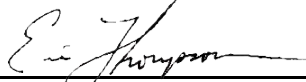
All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

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

CITY OF WAUPUN

MSA PROFESSIONAL SERVICES, INC.

Jeff Daane
Director of Public Works
Date: _____



Eric Thompson
Senior Team Leader - Engineering
Date: 3/2/2023

201 East Main Street
Waupun, WI 53963
Phone: (920) 324-7918
Email: jeff@cityofwaupun.org

1702 Pankratz Street
Madison, WI 53704
Phone: +1 (608) 242-6613
Email: ethompson@msa-ps.com

ATTACHMENT A: SCOPE OF SERVICES

MSA will revise the City's 2017 stormwater quality master plan to complete the following two activities:

- A.) Evaluate/optimize the City's leaf collection program to improve overall TP capture. MSA will complete a GIS and WinSLAMM modeling analysis of portions of the City of Waupun to estimate potential TP reduction credits achievable by a municipal leaf collection program. MSA will follow current WDNR guidance to determine eligible areas of the City where credits may be obtained. At this time this includes lands satisfying the following conditions:
1. Land use: Residential land use without alleys. Residential land use with alleys may be included if the alleys receive the same level of leaf collection and street cleaning as the streets.
 2. Street Section: Curb and gutter streets with storm sewer drainage systems and light parking densities during street cleaning activities.
 3. Tree Canopy: High level of tree canopy determined by one of the following approaches:
 - a. An average of one or more medium to large canopy trees located between the sidewalk and the curb for every 80 linear feet of curb. Where sidewalk is not present, trees within 15 feet of the curb may be counted toward tree cover.
 - b. An average of 40% or greater leaf canopy over the pavement or 45% tree canopy or greater over the right-of-way determined using leaf-on aerial photography.
- B.) Evaluate/optimize the City's street sweeping program to improve overall TP capture. The City's 2017 stormwater quality master plan has already evaluated the efficiency of the City's current street sweeping program as well as TSS/TP reductions that could occur if the City increased sweeping frequencies. For this current activity, MSA will evaluate the City on a geographic basis to identify locations where there are no other BMPs (no ponds) serving streets and then looking at what the City might do in terms of more sweeping in these areas – and potentially less in other areas to balance efforts. If data can be provided by the City, MSA will evaluate the cost-effectiveness in terms of labor/equipment/fuel cost vs. TSS/TP captured.

**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 12% 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 12 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 in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. 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 section 29 of 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.



AGENDA SUMMARY SHEET

MEETING DATE: 3/14/23 **TITLE:** Replacement of Shaler Park Water Fountain

AGENDA SECTION: BOARD/COMMITTEE/COMMISSION RECOMMENDATIONS

PRESENTER: Jeff Daane, Public Works Director

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT
	\$18,585.46

ISSUE SUMMARY

The last few years we have had issues with the fountain located in the Mill Pond. This was donated back in 2006, so it has served the community for about 17 years.

We have been working with the Community Fund group on replacement of the fountain. The best way to approach the replacement will be if the City purchases the fountain and we are reimbursed by the Community fund.

Currently we have 4 quotes and potentially 1 additional quote may come in yet. If we do receive that quote it will be added to the packet or distributed at the meeting.

Pumpstation Professionals	\$18,585.46
Aquatic Biologist Inc.	\$19,727.60
WI Lake and Pond Resource LLC	\$20,476.54 (1 of 2 quotes)
WI Lake and Pond Resource LLC	\$20,802.02 (2 of 2 quotes)

The company that would be chosen would need to have the ability to install and remove the fountain each spring and fall.

The financial impact shown here is going with the current low quote in the packet

STAFF RECCOMENDATION:

Accept the lowest quote contingent upon meeting the City's service needs.

ATTACHMENTS:

- 4 current fountain quotes

RECCOMENDED MOTION OPTIONS:

1. Motion to accept the quote from _____ in the amount of \$_____ for the purchase of a fountain to be installed in Shaler Mill Pond, contingent upon reimbursement by the Community Fund Group
2. Motion to accept the quote from _____ in the amount of \$_____ for the purchase of a fountain to be installed in Shaler Mill Pond
3. Do nothing and agenda item fails.



Project Proposal

Re: City of Waupun - Mill Pond Fountain

Item #	Item Description	Quantity	Units	Unit Price	Extended Price
1	Master Series 5 HP 240V 1 PH	1	Ea	\$ 5,451.60	\$ 5,451.60
2	Diffuser Pattern, 5 HP Lakewood	1	Ea	38.92	38.92
3	Cable Assembly 8/4 PPE 50' 4 pin ALC w/ SS	1	Ea	1,549.79	1,549.79
4	Cable Assembly 8/4 PPE 100' 4 pin ALC w/ SS	1	Ea	2,132.75	2,132.75
5	Panel, 5 HP 240V 1 PH LED RGBW Light Ready	1	Ea	2,671.19	2,671.19
6	Lights LED 4 Fixture 40 W Master Series w/ Light	1	Ea	4,660.85	4,660.85
7	Cable Assem. 14/5 50" 5 Pin ALC w/ SS	1	Ea	954.75	954.75
8	Cable 14/5 SEOW w/ SS Braid 100'	1	Ea	885.40	885.40
9	Screen Assemby Large Intake 304 SS	1	Ea	1,054.35	1,054.35
10	ALC Extension 72" 10/4 Cable w/ SS	1	Ea	185.86	185.86
11				-	-
12				-	-
13				-	-
14	Municipal Well & Pump - Charitable Donation towards	(1)	Ea	1,000.00	(1,000.00)
15	Shaler Memorial Park Project			-	-
16				-	-
17				-	-
18				-	-
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46				-	-
47				-	-
48				-	-
Total Project Proposal					\$ 18,585.46

Dated: March 8, 2023

By:

Tony Mathweg

Tony Mathweg
PSP Service Manager
Pumpstation Professionals

P.O. Box 311, Waupun, WI 53963 – Office: 920-324-3400 – Toll-Free: 800-383-7412 – Fax: 920-324-3431

www.pumpstationpros.com



N4828 Highway 45 S., Fond du Lac, WI 54937
 (920) 921-6827 800-442-6648
 Fax: (920) 921-1690

Specialists in Lake & Pond Management, Services, & Supplies

Estimate

DATE	ESTIMATE #
2/17/2023	2812

BILL TO NAME / ADDRESS
Attn: Angie Hull City of Waupun 201 E. Main Street Waupun, WI 53963

SHIP TO / WORK SITE
Shaler Memorial Park 451 E. Spring Street Waupun, WI 53963

PROJECT	Estimate Valid Until	ABI PROJECT REP	PAYMENT TERMS	
	6/1/2023	RWL	Net 30	
QTY	DESCRIPTION	PRICE EACH	UM	TOTAL
	New AquaMaster Masters Series® Fountain			
1	AquaMaster Masters Series® Fountain (5 year manufacturer warranty)	5,740.00		5,740.00
1	Panel, 5HP 208-240V 1PH, LED RGBW Light Ready	2,800.00		2,800.00
1	Lights, LED RGBW, 4 Fixture, 40W, Masters Series® 1-5HP, with Light Brackets	4,910.00		4,910.00
1	Cable Assembly, 8/4 PPE 50', 4 Pin ALC, XL Disconnect w/SS Braid	1,630.00		1,630.00
100	Cable, 8/4, PPE, in-water w/SS Braid	22.45		2,245.00
1	Cable Assembly, 14/5 50', 5 pin ALC end, Std. Disconnect, w/SS Braid	1,005.00		1,005.00
100	Cable, 14/5, SEOW, in-water, w/SS Braid	9.32		932.00
1	Screen Assembly, 1-5HP Large Intake, 304 SS	1,110.00		1,110.00
1	ALC Extension, 72", 10/4 Cable with SSB	195.00		195.00
1	Diffuser Pattern, 5HP Lakewood	41.00		41.00
				20,608.00
	Discount	-5.00%		-1,030.40
1	Shipping/Freight (estimated)	150.00		150.00
	Delivery of Panel and cable will be no charge once received. Free Assembly No Charge Winter Storage Free installation spring of 2023.			
	100% payment within 30 days of Delivery.			

<p>To the fullest extent permitted by law, each party (the "Indemnifying Party") shall indemnify and hold harmless the other party, their agents and employees from and against third-party claims, resulting in direct damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, injury or destruction of tangible property, including loss of use resulting there from, but only to extend caused by the willful, negligent acts or omissions of the Indemnifying Party or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate other rights or obligations of indemnity which would otherwise exist.</p> <p>Acceptance of Proposal: The above prices, specifications and conditions are hereby accepted per the client signature below. Aquatic Biologists, Inc. authorized to do the work as specified. A downpayment has been submitted and remainder of payment will be made according to the TERMS.</p>	SUBTOTAL	\$19,727.60
	SALES TAX (0.0%)	\$0.00
	TOTAL	\$19,727.60

CLIENT SIGNATURE _____

DATE ____ / ____ / ____

N7828 Town Hall Rd
 Eldorado, WI 54932

Estimate/Agreement

Date	Agreement #
3/2/2023	23-96

Billed To:
City of Waupun 201 E Main St Waupun, WI 53963

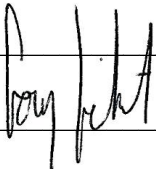
Ship To (Pond Address)

Pond	Qty	Unit	Description	Rate	Total
	1	1	Airmax 5 HP Fountain unit and 12 light set	19,422.98	19,422.98T
	1	Each	New Fountain Installation	800.00	800.00
	1	Each	Shipping and Handling	253.56	253.56T
*All electrical to be done by others under the direction of WLPR.					

Prices are subject to change to the prices in effect at the time of delivery. Seller reserves the right to make any corrections to prices quoted due to market volatility. In the event of any specific requirements representing a price increase, Buyer will be notified and afforded an opportunity to confirm.	Subtotal	\$20,476.54
	Sales Tax (0.0%)	\$0.00
	Total	\$20,476.54

Project Manager	Zach Hoepfner
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Thank you for the opportunity to earn your business!

Wisconsin Lake & Pond Resource LLC
Date: 3/2/2023
Title: Owner
Signature: 

CUSTOMER	
Date:	_____
Signature:	_____
Agreement Valid Thru:	3/17/2023
Acceptance of this agreement requires signature and down payment amount of:	\$10,238
____ Separate Invoice Needed	

N7828 Town Hall Rd
 Eldorado, WI 54932

Estimate/Agreement

Date	Agreement #
3/2/2023	23-97

Billed To:
City of Waupun 201 E Main St Waupun, WI 53963

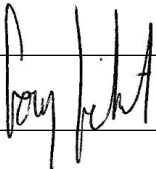
Ship To (Pond Address)

Pond	Qty	Unit	Description	Rate	Total
	1	1	Aquamaster 5 HP Fountain unit and 4 light set	19,702.02	19,702.02T
	1	Each	New Fountain Installation	800.00	800.00
	1	Each	Shipping and Handling	300.00	300.00T
*All electrical to be done by others under the direction of WLPR.					

Prices are subject to change to the prices in effect at the time of delivery. Seller reserves the right to make any corrections to prices quoted due to market volatility. In the event of any specific requirements representing a price increase, Buyer will be notified and afforded an opportunity to confirm.	Subtotal	\$20,802.02
	Sales Tax (0.0%)	\$0.00
	Total	\$20,802.02

Project Manager	Zach Hoepfner
-----------------	---------------

Thank you for the opportunity to earn your business!

Wisconsin Lake & Pond Resource LLC
Date: <u>3/2/2023</u>
Title: <u>Owner</u>
Signature: 

CUSTOMER	
Date:	_____
Signature:	_____
Agreement Valid Thru:	3/17/2023
Acceptance of this agreement requires signature and down payment amount of:	\$10,401
	____ Separate Invoice Needed



AGENDA SUMMARY SHEET

MEETING DATE: 3/14/23

TITLE: Offer to purchase vacant tax parcels 010-1315-0543-014 and 010-1315-0543-015 in Town of Chester, Dodge County

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Kathy Schlieve, Administrator

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
High Performance Government	\$175,000 As Budgeted in 2023 Capital Budget	

ISSUE SUMMARY:

The 2023 Capital Improvement Plan includes funds to purchase 14.129 acres of vacant land in the town of Chester owned by National Rivet. We are seeking approval of the included offer to purchase, based on a contingency that Phase 1 review, which is underway, shows no noted areas of environmental concern with the property. Once the land is acquired, staff will begin the annexation process.

STAFF RECOMMENDATION:

Approve offer to purchase with stated contingency

ATTACHMENTS:

Offer to Purchase

MOTIONS FOR CONSIDERATION:

Motion to approve offer to purchase tax parcels 010-1315-0543-014 and 010-1315-0543-015 in Town of Chester, Dodge County, at a cost of \$175,000, contingent on final Phase 1 review that shows no environmental concerns on the property.

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** February 27, 2023 **[DATE] IS (AGENT OF BUYER)**
2 ~~(AGENT OF SELLER/ LISTING FIRM) (AGENT OF BUYER AND SELLER)~~ **[STRIKE THOSE NOT APPLICABLE]**

3 The Buyer, The City of Waupun, a Wisconsin municipal corporation
4 offers to purchase the Property known as approximately 14.13 acres of vacant lands, identified as Dodge County tax parcel numbers
5 010-1315-0543-014 and 010-1315-0543-015 (2022 tax statements attached)

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
7 attach as an addendum per line 686] in the Town of Chester
8 County of Dodge Wisconsin, on the following terms:

9 **[PURCHASE PRICE]** The purchase price is One Hundred and Seventy-Five Thousand and 00/100 Dollars
10 _____ Dollars (\$ 175,000.00).

11 **[INCLUDED IN PURCHASE PRICE]** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: none

13
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **[NOT INCLUDED IN PURCHASE PRICE]** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: none

18
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**
20 **and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in**
27 **an addendum per line 686.**

28 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before March 10, 2023

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **[ACCEPTANCE]** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **[CLOSING]** This transaction is to be closed on or before March 31, 2023, at a place to be designated by Buyer located in the City of Waupun
37 _____

38 ~~at the place selected by Seller,~~ unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
43 **transfer instructions.**

44 **[EARNEST MONEY]**

45 ■ **EARNEST MONEY** of \$ none accompanies this Offer.
46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ **EARNEST MONEY** of \$ none will be mailed, or commercially, electronically
48 or personally delivered within n/a days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as
50 n/a) **[STRIKE THOSE NOT APPLICABLE]**
51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
54 **disbursement agreement.**

55 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
 57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
 58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
 59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
 61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
 62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
 64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
 65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
 66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
 68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
 69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
 70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
 71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
 72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
 73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
 74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
 75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
 76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
 79 this Offer except: _____

80 _____ . If "Time is of the Essence" applies to a date or Deadline,
 81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
 82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
 84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
 85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
 86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
 87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
 88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
 89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
 90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
 91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
 92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
 93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
 95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
 96 Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer
 97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
 98 and _____

99 _____
 100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

101 "Conditions Affecting the Property or Transaction" are defined to include:

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
 104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
 106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
 107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
 108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
 110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
 111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
 112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
 113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
126 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

- 178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____

252 _____
253 _____ **[insert proposed use**
254 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**
255 **purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

256 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**
266 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding
267 tank; other: _____.

268 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____

274 _____
275 **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:**

277 electricity _____; gas _____; sewer _____;

278 water _____; telephone _____; cable _____;

279 other _____.

280 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** rezoning; conditional use permit;
284 variance; other _____ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____

293 _____
294 _____ **STRIKE AND COMPLETE AS APPLICABLE:** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
314 **the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
319 reported to the Wisconsin Department of Natural Resources.

320 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of _____

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

343 **■ RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.

344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached
 364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
 365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
 366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
 368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
 369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
 373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
 374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
 375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
 376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
 378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.
 379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
 380 (even if subject to conditions) that is:

381 (1) signed by Buyer; or,

382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
 384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to
 386 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
 387 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.
 389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
 390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
 392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
 393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
 394 unavailability.

395 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or

397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
 399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
 400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
 401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
 402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
 404 acceptance, Buyer shall deliver to Seller either:

405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
 406 the time of verification, sufficient funds to close; or

407 (2) _____
 408 _____ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
 410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
 411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
 412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
 413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
 414 access for an appraisal constitute a financing commitment contingency.

415 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
 416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
 417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
 418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
 420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
 421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
 424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____

437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall

438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close

440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if

444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of _____
447 _____ (name other contingencies, if any); and

448 (3) Any of the following checked below:

449 Proof of bridge loan financing.

450 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: _____

453 _____

454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer

457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to

459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this

461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time

464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners

468 association assessments, fuel and none other _____.

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

472 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE

474 APPLIES IF NO BOX IS CHECKED.

475 Current assessment times current mill rate (current means as of the date of closing).

476 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

478 _____

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**

480 **substantially different than the amount used for proration especially in transactions involving new construction,**

481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**

482 **assessor regarding possible tax changes.**
483 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and none other

495 _____
 496 _____ (insert other allowable exceptions from title, if
 497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
 498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
 500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
 501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
 503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
 504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
 505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) ~~(Buyer's)~~
 507 ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
 508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
 509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
 510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
 511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
 513 or Buyer not more than 15 days after acceptance ("15" if left blank), showing title to the Property as of a date no more
 514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
 515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 517 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 518 such event, Seller shall have 15 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
 519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
 520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
 521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
 522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
 523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
 525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
 526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
 527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
 529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
 530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
 531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
 532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
 533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
 535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
 536 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are none; the Seller warrants that this property is not under lease

537 _____
 538 _____ . Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
 541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
 542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
 544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land
565 dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
596 party to liability for damages or other legal remedies.

597 If **Buyer defaults**, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
600 damages.

601 If **Seller defaults**, Buyer may:

- 602 (1) sue for specific performance; or
603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES**
651 _____
652 _____
653 _____
654 _____
655 _____
656 _____
657 _____
658 _____
659 _____
660 _____
661 _____
662 _____
663 _____
664 _____

685 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
686 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
687 688-683.

688 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
689 line 670 or 671.

690 Name of Seller's recipient for delivery, if any: _____

691 Name of Buyer's recipient for delivery, if any: Attorney Daniel L. Vande Zande

692 (2) **Fax**: fax transmission of the document or written notice to the following number:

693 Seller: (_____) Buyer: (920) 324-2968

694 (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
695 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
696 line 679 or 680.

697 (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
698 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

699 Address for Seller: _____

700 Address for Buyer: c/o Attorney Daniel L. Vande Zande, 408 E. Main Street, PO Box 430, Waupun, WI 53963

701 (5) **Email**: electronically transmitting the document or written notice to the email address.

702 Email Address for Seller: _____

703 Email Address for Buyer: dan@vklaw.us

704 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
705 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

706 **ADDENDA**: The attached Addendum A is/are made part of this Offer.

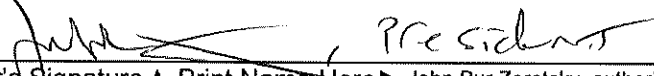
707 This Offer was drafted by [Licensee and Firm] Attorney Daniel L. Vande Zande

708 _____

709 (x) _____
710 Buyer's Signature ▲ Print Name Here ► Katharine Schlieve, Waupun City Administrator Date ▲ _____

711 (x) _____
712 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

713 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
714 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
715 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
716 **COPY OF THIS OFFER.**

717 (x) , President 3/8/23
718 Seller's Signature ▲ Print Name Here ► John Bur Zeratsky, authorized agent of National Rivet & Mfg Company Date ▲ _____

719 (x) _____
720 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

721 This Offer was presented to Seller by [Licensee and Firm] _____
722 _____ on _____ at _____ a.m./p.m.

723 This Offer is rejected _____ This Offer is countered [See attached counter] _____
724 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**ADDENDUM "A" TO
VACANT LAND OFFER TO PURCHASE**

The Vacant Land Offer to Purchase ("the offer") between National Rivet & Manufacturing Company, a Wisconsin business corporation ("the Seller") and the City of Waupun, a Wisconsin municipal corporation ("the Buyer") is subject to the following additional terms:

1. Contingent on Common Council Approval. This transaction is contingent on the approval of these terms by the Waupun Common Council within fifteen (15) days of the acceptance date of this offer. The Seller acknowledges that the Waupun City Mayor, in executing this Offer on behalf of the City of Waupun, does not have legal authority to bind the City of Waupun to these terms, and the parties have executed this Offer as a means of properly placing this Offer before the Waupun Common Council for consideration. No representation or warranty has been made to the Seller concerning approval of this Offer by the Waupun Common Council. If this contingency is not timely met, then this Offer shall be void.

2. Environmental Audit. This transaction is contingent on the Buyer, at its own expense and not to exceed \$2,500.00, having an environmental audit performed with regard to the Property by a qualified environmental firm within fifteen (15) days of acceptance of this Offer; and further, on the audit disclosing the presence of no adverse environmental conditions, in the sole discretion of the Buyer. The Seller grants the Buyer, and the Buyer's environmental firm, access to the Property for the purpose of obtaining a site history and taking soil and water samples, as necessary, and the Seller agrees to fully cooperate in the audit, including without limitation, the completion of an

environmental questionnaire. In the event this contingency is not met within the time prescribed, this Offer shall be void.

3. Wisconsin Public Records Law. The Seller understands that this Offer and other materials submitted to the City may constitute public records subject to disclosure under the Wisconsin Public Records Law, as codified in Wis. Stat. §§ 19.31, et seq., and any successor statutes, regulations and common law rulings.

4. Terms of Approval. This offer may be executed by the parties in one or more identical counterparts, which shall collectively constitute their complete agreement when properly executed in identical form by all parties. For this purpose, a signature transmitted by facsimile or electronic mail shall be deemed an original signature.

TREASURER
TOWN OF CHESTER
N9945 STATE RD 26
BURNETT WI 53922

Please inform the treasurer of any address change.



NATIONAL RIVET & MFG COMPANY
PO BOX 471
WAUPUN WI 53963

Property Address

STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2022
TOWN OF CHESTER
DODGE COUNTY

BILL NO. 2464
Correspondence should refer to parcel number
PARCEL#: 010-1315-0543-014
ALT. PARCEL #: 010014900400

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Avg. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
2,500		2,500	0.8322	200		200	<input type="checkbox"/> A star in this box means unpaid prior year taxes
Taxing Jurisdiction		2021 Est. State Aids Allocated Tax Dist.	2022 Est. State Aids Allocated Tax Dist.	2021 Net Tax	2022 Net Tax	% Tax Change	
DODGE COUNTY		48,992	46,076	13.85	12.99	-6.2%	Gross Property Tax 36.37
TOWN OF CHESTER		60,367	60,436	4.28	4.19	-2.1%	First Dollar Credit
WAUPUN SCHOOL		940,175	972,422	17.01	17.76	4.4%	Lottery Credit
MPTC FOND DU LAC		55,531	58,506	1.49	1.43	-4.0%	Net Property Tax 36.37
Total		1,105,065	1,137,440	36.63	36.37	-0.7%	
		First Dollar Credit Lottery & Gaming Credit Not Property Tax		36.63	36.37	-0.7%	TOTAL DUE FOR FULL PAYMENT
School taxes reduced by school levy tax credit		\$3.76					PAY BY January 31, 2023
							\$ 36.37

School taxes reduced by school levy tax credit \$3.76

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

Net Assessed Value Rate (Does NOT reflect credits) 0.014549685

Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.

FOR INFORMATIONAL PURPOSES ONLY - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
WAUPUN SCHOOL	50,739.00	2.13	2038
WAUPUN SCHOOL	132,235.00	5.56	2025

468462 ACRES: 8.099
SEC 05, T 13 N, R 15 E, SW¹/₄ of SE¹/₄
PLAT: MB-METES AND BOUNDS
PT SW¹/₄ SE¹/₄ SEC 5 COM 891.5 FT W
& 556.94 FT S OF NE COR SD 1/4 1/4
TH N 286 FT TH N 88 DEG E 443 FT TH

RETAIN THIS PORTION AS YOUR COPY
SEE REVERSE SIDE FOR IMPORTANT INFORMATION

PAY 1ST INSTALLMENT OF:
\$36.37
By January 31, 2023

AND PAY 2ND INSTALLMENT OF:
\$0.00
By July 31, 2023

OR PAY FULL AMOUNT OF:
\$36.37
By January 31, 2023

Amount Enclosed: \$ _____
Make Check Payable and Mail to:
TREASURER
TOWN OF CHESTER
N9945 STATE RD 26
BURNETT WI 53922
920-689-0136
2022 Real Estate Property Bill # 2464
Parcel # 010-1315-0543-014
Alt. Parcel # 010014900400
NATIONAL RIVET & MFG COMPANY
Include This Stub With Your Payment

Amount Enclosed: \$ _____
Make Check Payable and Mail to:
DODGE COUNTY TREASURER
PATTI K. HILKER
127 E OAK ST
JUNEAU WI 53039-1390
920-386-3782
2022 Real Estate Property Bill # 2464
Parcel # 010-1315-0543-014
Alt. Parcel # 010014900400
NATIONAL RIVET & MFG COMPANY
Include This Stub With Your Payment


Amount Enclosed: \$ _____
Make Check Payable and Mail to:
TREASURER
TOWN OF CHESTER
N9945 STATE RD 26
BURNETT WI 53922
920-689-0136
2022 Real Estate Property Bill # 2464
Parcel # 010-1315-0543-014
Alt. Parcel # 010014900400
NATIONAL RIVET & MFG COMPANY
Include This Stub With Your Payment



PA-8852 (R. 8-15)

TREASURER
TOWN OF CHESTER
N9945 STATE RD 26
BURNETT WI 53922

Please inform the treasurer of any address change.


NATIONAL RIVET & MFG COMPANY
PO BOX 471
WAUPUN WI 53963

Property Address

STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2022
TOWN OF CHESTER
DODGE COUNTY

BILL NO. 2465
Correspondence should refer to parcel number
PARCEL#: 010-1315-0543-015
ALT. PARCEL #: 010014900300

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Avg. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
2,400		2,400	0.8322	2,400		2,400	<input type="checkbox"/> A star in this box means unpaid prior year taxes
Taxing Jurisdiction		2021 Est. State Aids Allocated Tax Dist.	2022 Est. State Aids Allocated Tax Dist.	2021 Net Tax	2022 Net Tax	% Tax Change	
DODGE COUNTY		48,992	46,076	13.31	12.47	-6.3%	Gross Property Tax 34.92
TOWN OF CHESTER		60,367	60,436	4.11	4.03	-1.9%	First Dollar Credit
WAUPUN SCHOOL		940,175	972,422	16.35	17.05	4.3%	Lottery Credit
MPTC FOND DU LAC		55,531	58,506	1.43	1.37	-4.2%	Net Property Tax 34.92
Total		1,105,065	1,137,440	35.20	34.92	-0.8%	
		First Dollar Credit Lottery & Gaming Credit Net Property Tax		35.20	34.92	-0.8%	TOTAL DUE FOR FULL PAYMENT
School taxes reduced by school levy tax credit		\$3.61	IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.		Net Assessed Value Rate (Does NOT reflect credits)		PAY BY January 31, 2023
		442619 ACRES: 6.030		0.014549685		\$ 34.92	
		SEC 05, T 13 N, R 15 E, SW 1/4 of SE 1/4		RETAIN THIS PORTION AS YOUR COPY		Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.	
		PLAT: MB-METES AND BOUNDS		SEE REVERSE SIDE FOR IMPORTANT INFORMATION		Failure to pay on time. See reverse.	
		PT SW 1/4 SE 1/4 SEC 5 COM 891.5 FT W & 556.64 FT S OF NE COR SD 1/4 1/4					
		TH W 395.4 FT TH S 527.78 FT S					
		Total Additional Taxes Applied to Property		Year Increase Ends			
		WAUPUN SCHOOL 50,739.00		2038			
		WAUPUN SCHOOL 132,235.00		2025			

FOR INFORMATIONAL PURPOSES ONLY
- Voter Approved Temporary Tax Increases

PAY 1ST INSTALLMENT OF:
\$34.92
By January 31, 2023

AND PAY 2ND INSTALLMENT OF:
\$0.00
By July 31, 2023

OR PAY FULL AMOUNT OF:
\$34.92
By January 31, 2023

Amount Enclosed: \$ _____
Make Check Payable and Mail to:
TREASURER
TOWN OF CHESTER
N9945 STATE RD 26
BURNETT WI 53922
920-689-0136
2022 Real Estate Property Bill # 2465
Parcel # 010-1315-0543-015
Alt. Parcel # 010014900300
NATIONAL RIVET & MFG COMPANY
Include This Stub With Your Payment

Amount Enclosed: \$ _____
Make Check Payable and Mail to:
DODGE COUNTY TREASURER
PATTI K. HILKER
127 E OAK ST
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920-386-3782
2022 Real Estate Property Bill # 2465
Parcel # 010-1315-0543-015
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Include This Stub With Your Payment

Amount Enclosed: \$ _____
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TOWN OF CHESTER
N9945 STATE RD 26
BURNETT WI 53922
920-689-0136
2022 Real Estate Property Bill # 2465
Parcel # 010-1315-0543-015
Alt. Parcel # 010014900300
NATIONAL RIVET & MFG COMPANY
Include This Stub With Your Payment



PA-6853 (R. 8-15)



AGENDA SUMMARY SHEET

MEETING DATE: 3/14/2023

TITLE: WIDOT FFY24 STP Local Grant Request for Wilcox Street

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Jeff Daane, Director of Public Works
Casey Langenfeld, Finance Director

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT
High Performance Government	Grant Request: \$274,162 Local Match Requirement: \$68,541 TOTAL Project: \$342,703

ISSUE SUMMARY:

In accordance with the newly updated grant management policy, we are seeking approval on a grant application for the WisDOT FFY24 STP-Local grant application for improvements to Wilcox Street, funded by the Bipartisan Infrastructure Law (BIL). Application is due March 24, 2023. If the grant is not awarded, we will reduce the scope of work and limit repairs to a budget of \$80,000.

STAFF RECOMMENDATION:

Approve grant application and authorize submission

ATTACHMENTS:

Grant Overview Document

MOTIONS FOR CONSIDERATION:

WIDOT FFY24 STP Local Grant Motion to approve grant application for WisDOT FFY24 STP-Local grant application for improvements to Wilcox Street. If awarded, a local match requirement of \$68,541 will be committed from the Capital Improvement Budget.



CITY OF WAUPUN GRANT REQUEST FORM

Upon the Department completing the grant and grant application assessment as outlined in the Grant Management Policy, the Department will complete this form and supporting documentation on the grant and submit it to the Finance Director. No grant applications shall be submitted to the funding agency or organization without the prior approvals defined in the Grant Management Policy. Created 12/01/2022

Date	March 6th, 2023
Department	Public Works
Department Grant Project Manager	Jeff Daane

Note: If grant is not awarded, will move forward with project but limit expenses to \$80,000. Project could move forward in 24 or 25.

Grant Program Name	BIL FFY24STP (WIS DOT)	Application Deadline	March 24th, 2023
Granting Agency Name	Wisconsin DOT	Grant Amount	68,540.60
Agency Contact	Michael Erickson	Agency Phone No.	608-246-5361
Agency Website	Wisconsin DOT	Agency Email Contact	michael.erickson@dot.wi.gov

Source of Funds					
Federal	State (Federal Pass-thru)	State	Other	Local Match	Total Grant Project Budget
\$274,162				68,541	\$342,703
If source of funds is either Federal or State (Federal Pass-thru), please provide the appropriate Federal Grant Catalog of Federal Domestic Assistance (CFDA) number				CFDA#	

If local match is required, are funds available in the department budget?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, identify budget line item	Name	Capital Improv-Streets
				Account Number	400-70-5436-8-00

Please provide a concise description of the grant and potential sources of local match if funds are not available in department budget.

If awarded the grant would pay up to 80% of Wilcox St. to replace road base, pavement, crosswalks and extend the sidewalk along the North side. The total includes: \$30,133 for Engineering Costs (\$24,106.40/\$6,026.60 split) State review \$11,240 (\$8,992/\$2,248 split). Total project cost \$342,703, City \$68,540.6 Fed \$274,162.40. Project could take place in '24 however it could take place in '25 depending on when it is awarded.

Grant Accounting (Completed by Finance Department)			
Grant Revenue Account No.	400-43-4362-0-00	Grant Expenditure Account No.	400-70-5436-8-00
Budget Resolution Required?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If a budget resolution is required please attach Date Approved

Grant Request Approvals (Level of approval governed by the Grant Management Policy).			
Department Head	Name Jeff Daane	Signature	Date
Finance Director	Name Casey Langenfeld	Signature	Date
Mayor	Name	Signature	Date
Committee of the Whole and/or Common Council Approval (Attach minutes)	Date 3/14/23	Common Council Approval	Date



AGENDA SUMMARY SHEET

MEETING DATE: 03/14/23

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

AGENDA SECTION: CONSENT AGENDA

PRESENTER: Angela Hull, Clerk

ISSUE SUMMARY:

Future meetings/gatherings of the Common Council, consideration of licenses/permits, payment of expenses.

Future Meetings/Gatherings of the Body of the Common Council (All meetings begin at 6:00pm unless otherwise noticed)

Tuesday, March 28, 2023	Committee of the Whole	6:00PM
Tuesday, April 11, 2023	Common Council	6:00PM
Tuesday, April 18, 2023	Re-Organizational Meeting	5:30PM
Tuesday, April 25, 2023	Committee of the Whole	TBD

License and Permit Applications

OPERATOR LICENSE:

Eva Jo Turnes, Dean Winchester

TEMPORARY CLASS B:

ATTACHMENTS:

Expense Report(s)

RECOMENDED MOTION:

Motion to approve the Consent Agenda (*Roll Call*)

Report Criteria:

Report type: Summary

Invoice.Batch = "031423","A"

Check Issue Date	Check Number	Payee	Amount
02/28/2023	132	CINTAS CORPORATION NO 2	656.56
02/28/2023	133	CREXENDO	454.79
02/28/2023	134	KWIK TRIP STORES	8,140.14
02/28/2023	135	WELLS FARGO PAYMENT REMITT	9,791.71
03/09/2023	105405	AMAZON CAPITAL SERVICES	4,085.19
03/09/2023	105406	ADRC OF FOND DU LAC COUNTY	144.00
03/09/2023	105407	ADVANTAGE POLICE SUPPLY INC	252.70
03/09/2023	105408	ALLIANT ENERGY/WP&L	10,282.27
03/09/2023	105409	AMERICAN PUBLIC WORKS ASSOCIA	244.00
03/09/2023	105410	ARMGA, BARB	181.69
03/09/2023	105411	ARMGA, RANDY	100.90
03/09/2023	105412	ASSOCIATED APPRAISAL CONSULTA	3,186.36
03/09/2023	105413	AT & T	129.40
03/09/2023	105414	BAKER TILLY US LLP	33,053.00
03/09/2023	105415	BALLWEG IMPLEMENT	48.26
03/09/2023	105416	BODA, SUSAN	141.26
03/09/2023	105417	BOERSON, ANN C.	141.26
03/09/2023	105418	BOUWKAMP, DARLENE	178.50
03/09/2023	105419	CARTRIDGE WORLD	41.00
03/09/2023	105420	CEDAR CORPORATION	38,091.45
03/09/2023	105421	CHARTER COMMUNICATIONS	68.37
03/09/2023	105422	SSM HEALTH LABORATORIES	120.00
03/09/2023	105423	DESTINATION LAKE WINNEBAGO RE	4,307.85
03/09/2023	105424	DILLE, KAROL	75.68
03/09/2023	105425	ENVIRONMENTAL SYSTEMS RESEAR	6,900.00
03/09/2023	105426	MARTENS ACE HARDWARE	1,893.70
03/09/2023	105427	FIX, WAYNE	60.54
03/09/2023	105428	FOND DU LAC COUNTY	10,562.43
03/09/2023	105429	FDL CO LAW ENFORCEMENT EXEC. A	40.00
03/09/2023	105430	GFL ENVIRONMENTAL	45,813.34
03/09/2023	105431	GRAND VALLEY INSPECTION SERVIC	1,869.70
03/09/2023	105432	HANDSHY, ARLENE	143.78
03/09/2023	105433	HOMAN AUTO -GATEWAY	1,133.58
03/09/2023	105434	JOHN FABICK TRACTOR CO	345.41
03/09/2023	105435	KAST, MICHELLE	1,381.25
03/09/2023	105436	LIFESTAR EMERGENCY MEDICAL	5,500.00
03/09/2023	105437	M.W. TIGHE ROOFING	366.00
03/09/2023	105438	MESA, FRANK	141.26
03/09/2023	105439	MICK FISCHER TROPHY & ENGRAVIN	30.00
03/09/2023	105440	MONARCH, JANAH	100.90
03/09/2023	105441	MOTOROLA	13,878.54
03/09/2023	105442	NAPA AUTO PARTS-WAUPUN	695.34
03/09/2023	105443	NATIONAL FLAGPOLE	395.00
03/09/2023	105444	NOREGON SYSTEMS INC	1,699.00
03/09/2023	105445	NORTHERN LIGHTS DISPLAY	518.00
03/09/2023	105446	O'REILLY AUTOMOTIVE INC	88.75
03/09/2023	105447	PATROUILLE, LORNA MAE	141.26
03/09/2023	105448	PETERSEN, KAYL	45.41
03/09/2023	105449	PETERSEN, CLAIRE	20.18

Check Issue Date	Check Number	Payee	Amount
03/09/2023	105450	PETTY CASH - SENIOR CENTER	120.00
03/09/2023	105451	PIGGLY WIGGLY DISCOUNT FOODS	284.34
03/09/2023	105452	PITNEY BOWES GLOBAL FINANCIAL S	693.12
03/09/2023	105453	PROFESSIONAL SERVICE INDUSTRIE	4,331.25
03/09/2023	105454	REACH	1,000.00
03/09/2023	105455	REINDERS INC	179.15
03/09/2023	105456	SSM HEALTH AT WORK	225.00
03/09/2023	105457	SAN-A-CARE INC	601.30
03/09/2023	105458	SHERWIN INDUSTRIES	1,614.90
03/09/2023	105459	SMITS & BLAZEL LAW OFFICE	100.00
03/09/2023	105460	STAR CRANE & HOIST SERVICE - WI I	520.00
03/09/2023	105461	STICKS AND STONES	120.00
03/09/2023	105462	STRYKER SALES LLC	769.88
03/09/2023	105463	TRACTOR SUPPLY CREDIT PLAN	10.00
03/09/2023	105464	TRUCK EQUIPMENT INC	470.48
03/09/2023	105465	TRU CLEANERS LLC	4,052.81
03/09/2023	105466	UMR	1,500.00
03/09/2023	105467	UNIFORM SHOPPE	113.95
03/09/2023	105468	US CELLULAR	353.35
03/09/2023	105469	VANDESTREEK, MADY	20.18
03/09/2023	105470	VANDEZANDE & KAUFMAN, LLP	1,140.00
03/09/2023	105471	VANHIERDEN, KATIE L.	60.54
03/09/2023	105472	C.VERHAGE.PHOTO	85.00
03/09/2023	105473	WAUPUN AREA ANIMAL SHELTER INC	1,000.00
03/09/2023	105474	WAUPUN UTILITIES	1,159.80
03/09/2023	105475	WI CHIEFS OF POLICE ASSN	150.00
03/09/2023	105476	WI DEPT OF JUSTICE	56.00
03/09/2023	105477	W.W. ELECTRIC MOTORS INC	382.00
03/09/2023	105478	INSIGHT FS	40.00
03/09/2023	105479	BOS, LOIS	141.26
03/09/2023	105480	PEACHEY, MARGE	141.26
03/09/2023	105481	BISHOP, ROHN	40.00
03/09/2023	105482	BOSSENBROEK, ALLEGRA	75.68
03/09/2023	105483	SALAMONE SUPPLIES	550.28
03/09/2023	105484	HUZZARD SYSTEMS	161.00
03/09/2023	105485	WOLVERINE FIREWORKS DISPLAY IN	7,500.00
Grand Totals:			<u>237,442.24</u>

Report Criteria:

Report type: Summary

Invoice.Batch = "031423","A"

Report Criteria:

Report type: Invoice detail
 Check.Type = {<>} "Adjustment"
 Invoice.Batch = "031423","A"

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
ADRC OF FOND DU LAC COUNTY						
ADRC OF FOND DU LAC COUNTY	DONATION REC FROM SIA INS SERV FOR WAUPUN SENIOR CENTER BINGO - LUNCH VOUCHERS	03/09/2023	3-8-23	100-13850	144.00	144.00
Total ADRC OF FOND DU LAC COUNTY:						144.00
ADVANTAGE POLICE SUPPLY INC						
ADVANTAGE POLICE SUPPLY INC	KNUDSON - CLOTHING ALLOWANCE	03/09/2023	23-0053	100-12634	252.70	252.70
Total ADVANTAGE POLICE SUPPLY INC:						252.70
ALLIANT ENERGY/WP&L						
ALLIANT ENERGY/WP&L	COMMUNITY CENTER MONTHLY FUEL-FEB 2023 - CITY	03/09/2023	2831330000-F	100-70-5410-3-32	2,239.62	2,239.62
ALLIANT ENERGY/WP&L	CITY HALL MONTHLY FUEL CHARGES - FEBRUARY 2023	03/09/2023	1780510000-F	100-70-5410-3-32	2,350.91	2,350.91
ALLIANT ENERGY/WP&L	GARAGE MONTHLY FUEL - FEBRUARY 2023	03/09/2023	3264610000-F	100-70-5412-3-32	2,536.39	2,536.39
ALLIANT ENERGY/WP&L	MUSEUM MONTHLY FUEL CHARGE - FEBRUARY 2023	03/09/2023	3425110000-F	100-20-5512-3-32	870.09	870.09
ALLIANT ENERGY/WP&L	AQUATIC CENTER - FEBRUARY 2023	03/09/2023	5374620000-F	100-20-5523-3-32	257.93	257.93
ALLIANT ENERGY/WP&L	FIRE DEPT - MONTHLY FUEL CHARGES - FEBRUARY 2023	03/09/2023	5946940000-F	100-50-5231-3-32	1,522.10	1,522.10
ALLIANT ENERGY/WP&L	SENIOR CENTER - FEBRUARY 2023	03/09/2023	7255200000-F	100-20-5513-3-32	505.23	505.23
Total ALLIANT ENERGY/WP&L:						10,282.27
AMAZON CAPITAL SERVICES						
AMAZON CAPITAL SERVICES	FLAG POLE ROPE	03/09/2023	17KY-4RMJ-1	100-70-5410-3-36	37.95	37.95
AMAZON CAPITAL SERVICES	CHAIRS FOR AQUATIC CENTER	03/09/2023	1TYJ-61W9-D	410-20-5523-4-00	3,973.25	3,973.25
AMAZON CAPITAL SERVICES	TWO WAY RADIO BATTERY	03/09/2023	1PJX-KYTT-P	100-70-5411-3-36	29.99	29.99
AMAZON CAPITAL SERVICES	I VOTED STICKERS/DYMO LABELS	03/09/2023	16TK-7QJY-9	100-10-5142-3-38	44.00	44.00
Total AMAZON CAPITAL SERVICES:						4,085.19
AMERICAN PUBLIC WORKS ASSOCIATION						
AMERICAN PUBLIC WORKS ASSOCIA	MEMBERSHIP 6/1/23-5/31/24	03/09/2023	832426	100-70-5420-3-34	244.00	244.00
Total AMERICAN PUBLIC WORKS ASSOCIATION:						244.00
ARMGA, BARB						
ARMGA, BARB	2-21-23 ELECTION	03/09/2023	2-27-23	100-10-5142-1-10	181.69	181.69
Total ARMGA, BARB:						181.69
ARMGA, RANDY						
ARMGA, RANDY	2-21-23 ELECTION	03/09/2023	2-27-23	100-10-5142-1-10	100.90	100.90
Total ARMGA, RANDY:						100.90
ASSOCIATED APPRAISAL CONSULTAN						
ASSOCIATED APPRAISAL CONSULTA	MONTHLY SERVICES-REVAL PROGRAM MAR 2023	03/09/2023	167229	100-30-5152-3-38	3,186.36	3,186.36

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total ASSOCIATED APPRAISAL CONSULTAN:						3,186.36
AT & T						
AT & T	POLICE DEPT MONTHLY PHONE CHARGES	03/09/2023	JAN20-FEB19	100-40-5211-3-31	129.40	129.40
Total AT & T:						129.40
BAKER TILLY US LLP						
BAKER TILLY US LLP	12/31/22 TID AUDIT FEES WEDC GRANT-TID 3	03/09/2023	BT2330069	405-70-5436-3-39	33,053.00	33,053.00
Total BAKER TILLY US LLP:						33,053.00
BALLWEG IMPLEMENT						
BALLWEG IMPLEMENT	BOLTS TO PULL FAN OFF BLOWER ASSEMBLY #155-96	03/09/2023	P57957	700-10-5193-3-36	48.26	48.26
Total BALLWEG IMPLEMENT:						48.26
BISHOP, ROHN						
BISHOP, ROHN	REIMBURSEMENT FOR CELL PHONE - MARCH 2023	03/09/2023	3-8-23	100-10-5131-3-31	40.00	40.00
Total BISHOP, ROHN:						40.00
BODA, SUSAN						
BODA, SUSAN	2-21-23 ELECTION	03/09/2023	2-27-23	100-10-5142-1-10	141.26	141.26
Total BODA, SUSAN:						141.26
BOERSON, ANN C.						
BOERSON, ANN C.	2-21-23 ELECTION	03/09/2023	2-27-23	100-10-5142-1-10	141.26	141.26
Total BOERSON, ANN C.:						141.26
BOS, LOIS						
BOS, LOIS	2-21-23 ELECTION	03/09/2023	2-27-23	100-10-5142-1-10	141.26	141.26
Total BOS, LOIS:						141.26
BOSSENBROEK, ALLEGRA						
BOSSENBROEK, ALLEGRA	2-21-23 ELECTION	03/09/2023	2-27-23	100-10-5142-1-10	75.68	75.68
Total BOSSENBROEK, ALLEGRA:						75.68
BOUWKAMP, DARLENE						
BOUWKAMP, DARLENE	2-21-23 ELECTION	03/09/2023	2-27-23	100-10-5142-1-10	178.50	178.50
Total BOUWKAMP, DARLENE:						178.50
C.VERHAGE.PHOTO						
C.VERHAGE.PHOTO	EMPLOYEE PHOTO - ALEX WARNER	03/09/2023	4420789	100-40-5211-3-38	85.00	85.00
Total C.VERHAGE.PHOTO:						85.00
CARTRIDGE WORLD						
CARTRIDGE WORLD	INK CARTRIDGES	03/09/2023	90609	100-40-5211-3-38	41.00	41.00

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total CARTRIDGE WORLD:						41.00
CEDAR CORPORATION						
CEDAR CORPORATION	PROFESSIONAL SERVICES - SENIOR/COMM CENTER - THRU 2-18/23	03/09/2023	114599	400-20-5513-8-00	38,091.45	38,091.45
Total CEDAR CORPORATION:						38,091.45
CHARTER COMMUNICATIONS						
CHARTER COMMUNICATIONS	PD - VOICE, TV - SERVICES 3-1-23 TO 3-31-23	03/09/2023	001861503012	100-40-5211-3-38	68.37	68.37
Total CHARTER COMMUNICATIONS:						68.37
CINTAS CORPORATION NO 2						
CINTAS CORPORATION NO 2	GLOVES	02/28/2023	1903678182	100-70-5411-3-38	145.00	145.00
CINTAS CORPORATION NO 2	GARAGE SHOP TOWELS/UNIFORMS - JAN 2023	02/28/2023	4144010709	100-70-5411-3-38	38.40	38.40
CINTAS CORPORATION NO 2	GARAGE SHOP TOWELS/UNIFORMS - JAN 2023	02/28/2023	4144672577	100-70-5411-3-38	38.40	38.40
CINTAS CORPORATION NO 2	GARAGE SHOP TOWELS/UNIFORMS - FEB 2023	02/28/2023	4145388716	100-70-5411-3-38	37.63	37.63
CINTAS CORPORATION NO 2	SAFETY BUILDING RUGS - FEB 2023	02/28/2023	4146078151	100-70-5410-3-38	80.32	80.32
CINTAS CORPORATION NO 2	CITY HALL RUGS - FEB 2023	02/28/2023	4146078200	100-70-5410-3-38	105.78	105.78
CINTAS CORPORATION NO 2	SENIOR CENTER RUGS - FEB 2023	02/28/2023	4146078228	100-70-5410-3-38	48.37	48.37
CINTAS CORPORATION NO 2	LIBRARY RUGS - FEB 2023	02/28/2023	4146078231	100-70-5410-3-38	94.91	94.91
CINTAS CORPORATION NO 2	GARAGE SHOP TOWELS/UNIFORMS - FEB 2023	02/28/2023	4146087472	100-70-5411-3-38	67.75	67.75
Total CINTAS CORPORATION NO 2:						656.56
CREXENDO						
CREXENDO	SENIOR CENTER PHONE CHARGES - FEB 2023	02/28/2023	FEB2023	100-20-5513-3-31	454.79	454.79
Total CREXENDO:						454.79
DESTINATION LAKE WINNEBAGO REGION						
DESTINATION LAKE WINNEBAGO RE	70% OF ROOM TAX - JANUARY 2023	03/09/2023	Jan 23	430-70-5436-3-42	4,307.85	4,307.85
Total DESTINATION LAKE WINNEBAGO REGION:						4,307.85
DILLE, KAROL						
DILLE, KAROL	2-21-23 ELECTION	03/09/2023	2-27-23	100-10-5142-1-10	75.68	75.68
Total DILLE, KAROL:						75.68
ENVIRONMENTAL SYSTEMS RESEARCH						
ENVIRONMENTAL SYSTEMS RESEAR	ARCGIS DESKTOP - UTILITIES	03/09/2023	94425772	100-13850	6,900.00	6,900.00
Total ENVIRONMENTAL SYSTEMS RESEARCH:						6,900.00
FDL CO LAW ENFORCEMENT EXEC. ASSOC						
FDL CO LAW ENFORCEMENT EXEC.	2023 FDL LE EXECS MEMBERSHIP DUES	03/09/2023	03022023	100-40-5211-3-34	40.00	40.00
Total FDL CO LAW ENFORCEMENT EXEC. ASSOC:						40.00

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
FIX, WAYNE						
FIX, WAYNE	2-21-23 ELECTION	03/09/2023	2-27-23	100-10-5142-1-10	60.54	60.54
Total FIX, WAYNE:						60.54
FOND DU LAC COUNTY						
FOND DU LAC COUNTY	SALT BRINE MIX	03/09/2023	117J-FVWW-4	100-70-5435-3-36	10,562.43	10,562.43
Total FOND DU LAC COUNTY:						10,562.43
GFL ENVIRONMENTAL						
GFL ENVIRONMENTAL	RESIDENTIAL RECYCLING/FUEL SURCHARGE - FEB 2023	03/09/2023	U9000013023	420-70-5436-3-38	45,813.34	45,813.34
Total GFL ENVIRONMENTAL:						45,813.34
GRAND VALLEY INSPECTION SERVICES						
GRAND VALLEY INSPECTION SERVIC	BLG INSPECTION-ZONING ADMIN FEB 2023	03/09/2023	2023-37	230-30-5241-3-38	1,869.70	1,869.70
Total GRAND VALLEY INSPECTION SERVICES:						1,869.70
HANDSHY, ARLENE						
HANDSHY, ARLENE	2-21-23 ELECTION	03/09/2023	2-27-23	100-10-5142-1-10	143.78	143.78
Total HANDSHY, ARLENE:						143.78
HOMAN AUTO -GATEWAY						
HOMAN AUTO -GATEWAY	REPLACE EGR VALVE #40-07	03/09/2023	1020193	100-70-5411-3-36	250.03	250.03
HOMAN AUTO -GATEWAY	REPLACE EGR COOLER #40-07	03/09/2023	1020202	100-70-5411-3-36	633.70	633.70
HOMAN AUTO -GATEWAY	REPLACE THERMOSTATS	03/09/2023	1020235	100-70-5411-3-36	83.32	83.32
HOMAN AUTO -GATEWAY	REPLACE BATTERY #15-17	03/09/2023	1020286	100-70-5411-3-36	166.53	166.53
Total HOMAN AUTO -GATEWAY:						1,133.58
HUZZARD SYSTEMS						
HUZZARD SYSTEMS	USB C CABLE AND ADAPTOR	03/09/2023	20915	100-40-5212-3-36	161.00	161.00
Total HUZZARD SYSTEMS:						161.00
INSIGHT FS						
INSIGHT FS	GRASS AND WEED CONTROL	03/09/2023	57036447	100-70-5410-3-38	40.00	40.00
Total INSIGHT FS:						40.00
JOHN FABICK TRACTOR CO						
JOHN FABICK TRACTOR CO	WINDSHIELD WIPER MOTOR #105-08	03/09/2023	PIMK0239018	100-70-5411-3-36	345.41	345.41
Total JOHN FABICK TRACTOR CO:						345.41
KAST, MICHELLE						
KAST, MICHELLE	FEB 2023 FIN DIR TRAINING	03/09/2023	2023-23	100-10-5153-3-38	1,381.25	1,381.25
Total KAST, MICHELLE:						1,381.25
KWIK TRIP STORES						
KWIK TRIP STORES	DPW MONTHLY FUEL PURCHASES - JAN 2023	02/28/2023	DPW-JAN23	100-70-5411-3-38	4,989.80	4,989.80

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
KWIK TRIP STORES	FIRE DEPT MONTHLY FUEL - JAN 2023 - AMBULANCE	02/28/2023	FD-JAN23	100-50-5230-3-38	432.64	432.64
KWIK TRIP STORES	POLICE DEPT MONTHLY FUEL - JAN 2023	02/28/2023	PD-JAN23	100-40-5212-3-38	2,717.70	2,717.70
Total KWIK TRIP STORES:						8,140.14
LIFESTAR EMERGENCY MEDICAL						
LIFESTAR EMERGENCY MEDICAL	ACLS SERVICE- FEB 2023	03/09/2023	21-0170	100-10-5255-3-38	5,500.00	5,500.00
Total LIFESTAR EMERGENCY MEDICAL:						5,500.00
M.W. TIGHE ROOFING						
M.W. TIGHE ROOFING	MUSEUM ROOF LEAK	03/09/2023	16362	100-70-5410-3-36	366.00	366.00
Total M.W. TIGHE ROOFING:						366.00
MARTENS ACE HARDWARE						
MARTENS ACE HARDWARE	CONNECTOR FITTINGS/PLASTER PATCHING	03/09/2023	226029	100-70-5410-3-36	16.98	16.98
MARTENS ACE HARDWARE	VARNISH/STAIN MARKER	03/09/2023	226050	100-70-5410-3-36	21.98	21.98
MARTENS ACE HARDWARE	FASTENERS	03/09/2023	226091	100-20-5525-3-36	1.42	1.42
MARTENS ACE HARDWARE	CORRECTION FLUID	03/09/2023	226101	100-70-5412-3-36	5.98	5.98
MARTENS ACE HARDWARE	PACKAGE TAPE	03/09/2023	226115	100-50-5232-3-38	4.99	4.99
MARTENS ACE HARDWARE	ACE BEST RLR	03/09/2023	226138	100-20-5525-3-36	9.99	9.99
MARTENS ACE HARDWARE	FASTENERS	03/09/2023	226151	100-70-5410-3-36	4.17	4.17
MARTENS ACE HARDWARE	WIRE/CONDUIT/LIGHT CONTROL/V BELT/COUPLING/CONN	03/09/2023	226156	100-70-5412-3-36	191.67	191.67
MARTENS ACE HARDWARE	WASH & WAX/SANPAPER/BATTERY	03/09/2023	226183	100-70-5411-3-36	59.96	59.96
MARTENS ACE HARDWARE	SINGLE CUT KEY	03/09/2023	226185	100-70-5410-3-36	12.95	12.95
MARTENS ACE HARDWARE	PAINT	03/09/2023	226196	100-20-5525-3-36	44.99	44.99
MARTENS ACE HARDWARE	PAINT	03/09/2023	226197	100-70-5410-3-36	44.99	44.99
MARTENS ACE HARDWARE	BLADE STORM SET	03/09/2023	226209	100-70-5410-3-36	34.99	34.99
MARTENS ACE HARDWARE	GREAT STUFF	03/09/2023	226211	100-70-5410-3-36	27.96	27.96
MARTENS ACE HARDWARE	GREAT STUFF/DRYWALL REPAIR/PAINT	03/09/2023	226214	100-70-5410-3-36	45.15	45.15
MARTENS ACE HARDWARE	WALLBOARD/CAULK/C+K INT FNG	03/09/2023	226229	100-70-5410-3-36	34.57	34.57
MARTENS ACE HARDWARE	PIN HITCH/HARDWARE	03/09/2023	226242	100-70-5411-3-36	26.48	26.48
MARTENS ACE HARDWARE	KICKDOWN	03/09/2023	226299	100-70-5410-3-36	7.99	7.99
MARTENS ACE HARDWARE	GREAT STUFF	03/09/2023	226301	100-20-5525-3-36	13.98	13.98
MARTENS ACE HARDWARE	ACE BEST RLR	03/09/2023	226315	100-20-5525-3-36	9.99	9.99
MARTENS ACE HARDWARE	CAT 6 CONN PLGS	03/09/2023	226327	100-70-5410-3-36	11.99	11.99
MARTENS ACE HARDWARE	FLEXSEAL	03/09/2023	226354	100-20-5525-3-36	14.99	14.99
MARTENS ACE HARDWARE	CABLE/FASTENERS	03/09/2023	226360	100-20-5525-3-36	196.54	196.54
MARTENS ACE HARDWARE	PAINT	03/09/2023	226381	100-20-5525-3-36	59.98	59.98
MARTENS ACE HARDWARE	ROPE/SNAP BOLT	03/09/2023	226382	100-70-5410-3-36	29.97	29.97
MARTENS ACE HARDWARE	SLEDGE HANDLE	03/09/2023	226388	100-70-5411-3-36	17.99	17.99
MARTENS ACE HARDWARE	SCRAPER/SNOWBRUSH	03/09/2023	226392	100-40-5212-3-38	14.97	14.97
MARTENS ACE HARDWARE	LAMPHOLDER	03/09/2023	226434	100-20-5525-3-36	35.96	35.96
MARTENS ACE HARDWARE	FASTENERS	03/09/2023	226440	100-20-5525-3-36	3.50	3.50
MARTENS ACE HARDWARE	GARDEN STAKE	03/09/2023	226454	100-50-5234-3-38	15.96	15.96
MARTENS ACE HARDWARE	LUBE	03/09/2023	226457	100-70-5410-3-36	24.17	24.17
MARTENS ACE HARDWARE	BATTERIES/GREAT STUFF	03/09/2023	226462	100-70-5410-3-36	33.97	33.97
MARTENS ACE HARDWARE	KEY	03/09/2023	226468	100-40-5211-3-38	2.59	2.59
MARTENS ACE HARDWARE	LAMPOLDERS	03/09/2023	226474	100-20-5525-3-36	89.90	89.90
MARTENS ACE HARDWARE	VALVE CK SLEEVES/PVC PRESSURE/COUPLE/ADAPTER	03/09/2023	226581	100-70-5410-3-36	53.55	53.55
MARTENS ACE HARDWARE	PINE SOL CLEANER/ICE MELT	03/09/2023	226586	100-70-5435-3-36	666.49	666.49

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total MARTENS ACE HARDWARE:						1,893.70
MESA, FRANK						
MESA, FRANK	2-21-23 ELECTION	03/09/2023	2-27-23	100-10-5142-1-10	141.26	141.26
Total MESA, FRANK:						141.26
MICK FISCHER TROPHY & ENGRAVING						
MICK FISCHER TROPHY & ENGRAVIN	NAME PLATE HOLDER/LASER ENGRAVE BLACK/GOLD SIGN - KUNZ	03/09/2023	2713	100-10-5110-3-38	30.00	30.00
Total MICK FISCHER TROPHY & ENGRAVING:						30.00
MONARCH, JANAHA						
MONARCH, JANAHA	2-21-23 ELECTION	03/09/2023	2-27-23	100-10-5142-1-10	100.90	100.90
Total MONARCH, JANAHA:						100.90
MOTOROLA						
MOTOROLA	PORTABLE RADIOS	03/09/2023	1187094436	220-40-5213-3-38	13,878.54	13,878.54
Total MOTOROLA:						13,878.54
NAPA AUTO PARTS-WAUPUN						
NAPA AUTO PARTS-WAUPUN	HI TEM HEAD STD	03/09/2023	371452	100-70-5411-3-36	13.99	13.99
NAPA AUTO PARTS-WAUPUN	COUPLER/ADAPTER	03/09/2023	371456	100-70-5411-3-36	30.97	30.97
NAPA AUTO PARTS-WAUPUN	OIL FILTER	03/09/2023	371631	100-40-5212-3-36	75.84	75.84
NAPA AUTO PARTS-WAUPUN	POWERATED BELT	03/09/2023	371852	100-70-5410-3-36	20.90	20.90
NAPA AUTO PARTS-WAUPUN	LAMP	03/09/2023	372000	100-70-5411-3-36	9.16	9.16
NAPA AUTO PARTS-WAUPUN	HYDRAULIC HOSE/LG HOSE ENDS	03/09/2023	372059	100-70-5411-3-36	241.12	241.12
NAPA AUTO PARTS-WAUPUN	SENSOR/VALVE	03/09/2023	372188	100-40-5212-3-36	55.88	55.88
NAPA AUTO PARTS-WAUPUN	XENON CAPSULES	03/09/2023	372219	100-40-5212-3-36	69.82	69.82
NAPA AUTO PARTS-WAUPUN	WARRANTY - CREDIT	03/09/2023	372220	100-40-5212-3-36	69.82-	69.82-
NAPA AUTO PARTS-WAUPUN	OIL FILTER	03/09/2023	372626	100-70-5411-3-36	9.88	9.88
NAPA AUTO PARTS-WAUPUN	SNOW PLOW GREASE	03/09/2023	372814	100-70-5435-3-36	89.60	89.60
NAPA AUTO PARTS-WAUPUN	TRANS FLUID ADDITIVE HOT SHOT	03/09/2023	373334	100-70-5411-3-36	26.49	26.49
NAPA AUTO PARTS-WAUPUN	PLUG GASKET/INCANDESCENT SLD BMS	03/09/2023	373645	100-70-5411-3-36	53.74	53.74
NAPA AUTO PARTS-WAUPUN	INCANDESCENT SLD BMS	03/09/2023	373676	100-70-5411-3-36	51.28	51.28
NAPA AUTO PARTS-WAUPUN	HORN LOW NOTE	03/09/2023	373805	100-70-5411-3-36	16.49	16.49
Total NAPA AUTO PARTS-WAUPUN:						695.34
NATIONAL FLAGPOLE						
NATIONAL FLAGPOLE	BULK ROPE TO REPAIR FLAG POLE ROPES	03/09/2023	19195	100-70-5410-3-36	395.00	395.00
Total NATIONAL FLAGPOLE:						395.00
NOREGON SYSTEMS INC						
NOREGON SYSTEMS INC	ANNUAL FEE JPRO SHOP	03/09/2023	INV00172076	100-70-5411-3-38	1,699.00	1,699.00
Total NOREGON SYSTEMS INC:						1,699.00
NORTHERN LIGHTS DISPLAY						
NORTHERN LIGHTS DISPLAY	CHRISTMAS LIGHTS REPAIR - BULBS	03/09/2023	23-0021	100-70-5410-3-36	518.00	518.00

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total NORTHERN LIGHTS DISPLAY:						518.00
O'REILLY AUTOMOTIVE INC						
O'REILLY AUTOMOTIVE INC	RIGHT FRONT AXLE	03/09/2023	2391-494113	100-70-5411-3-36	88.75	88.75
Total O'REILLY AUTOMOTIVE INC:						88.75
PATROUILLE, LORNA MAE						
PATROUILLE, LORNA MAE	2-21-23 ELECTION	03/09/2023	2-27-23	100-10-5142-1-10	141.26	141.26
Total PATROUILLE, LORNA MAE:						141.26
PEACHEY, MARGE						
PEACHEY, MARGE	2-21-23 ELECTION	03/09/2023	2-27-23	100-10-5142-1-10	141.26	141.26
Total PEACHEY, MARGE:						141.26
PETERSEN, CLAIRE						
PETERSEN, CLAIRE	2-21-23 ELECTION	03/09/2023	2-27-23	100-10-5142-1-10	20.18	20.18
Total PETERSEN, CLAIRE:						20.18
PETERSEN, KAYL						
PETERSEN, KAYL	2-21-23 ELECTION	03/09/2023	2-27-23	100-10-5142-1-10	45.41	45.41
Total PETERSEN, KAYL:						45.41
PETTY CASH - SENIOR CENTER						
PETTY CASH - SENIOR CENTER	DONATION REC FROM SIA INS SERV FOR WAUPUN SENIOR CENTER BINGO - CASH PRIZES	03/09/2023	3-8-23	100-13850	120.00	120.00
Total PETTY CASH - SENIOR CENTER:						120.00
PIGGLY WIGGLY DISCOUNT FOODS						
PIGGLY WIGGLY DISCOUNT FOODS	REHAB - FD	03/09/2023	6811	100-50-5232-3-38	73.39	73.39
PIGGLY WIGGLY DISCOUNT FOODS	BREAK ROOM SUPPLIES - GARAGE	03/09/2023	7636	100-70-5412-3-38	82.39	82.39
PIGGLY WIGGLY DISCOUNT FOODS	ELECTION 2-21-22	03/09/2023	8264	100-10-5142-3-38	128.56	128.56
Total PIGGLY WIGGLY DISCOUNT FOODS:						284.34
PITNEY BOWES GLOBAL FINANCIAL SERVICES						
PITNEY BOWES GLOBAL FINANCIAL	LEASE FOR MAIL MACHINE - PD - DEC 30, 22 TO MARCH 29, 2023	03/09/2023	3317076175	100-40-5211-3-33	171.60	171.60
PITNEY BOWES GLOBAL FINANCIAL	LEASE FOR MAIL MACHINE - CITY HALL 12/30/22-3/29/23	03/09/2023	3317078879	100-10-5141-3-36	521.52	521.52
Total PITNEY BOWES GLOBAL FINANCIAL SERVICES:						693.12
PROFESSIONAL SERVICE INDUSTRIES INC						
PROFESSIONAL SERVICE INDUSTRIE	GEOTECHNICAL SERVICES/LABORATORY SERVICES/GEOTECHNICAL REPORT	03/09/2023	865816	419-70-5436-8-00	4,331.25	4,331.25
Total PROFESSIONAL SERVICE INDUSTRIES INC:						4,331.25
REACH						
REACH	HOMAN SEMI ANNUAL FUND RAISER	03/09/2023	2023Homan	100-10-5110-3-38	1,000.00	1,000.00

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total REACH:						1,000.00
REINDERS INC						
REINDERS INC	157-08-B	03/09/2023	6027893-00	100-70-5411-3-36	179.15	179.15
Total REINDERS INC:						179.15
SALAMONE SUPPLIES						
SALAMONE SUPPLIES	SUPPLIES	03/09/2023	165919	100-70-5410-3-38	550.28	550.28
Total SALAMONE SUPPLIES:						550.28
SAN-A-CARE INC						
SAN-A-CARE INC	SUPPLIES	03/09/2023	591474	100-70-5410-3-38	601.30	601.30
Total SAN-A-CARE INC:						601.30
SHERWIN INDUSTRIES						
SHERWIN INDUSTRIES	MANHOLE PROTECTION RINGS	03/09/2023	SS097017	700-10-5192-3-36	1,614.90	1,614.90
Total SHERWIN INDUSTRIES:						1,614.90
SMITS & BLAZEL LAW OFFICE						
SMITS & BLAZEL LAW OFFICE	ATTORNEY FEES - PROCHNOW	03/09/2023	15156	100-10-5161-3-38	100.00	100.00
Total SMITS & BLAZEL LAW OFFICE:						100.00
SSM HEALTH AT WORK						
SSM HEALTH AT WORK	PRE-EMPLOYMENT PHYSICAL - SCHNELL	03/09/2023	39169	100-40-5215-3-37	225.00	225.00
Total SSM HEALTH AT WORK:						225.00
SSM HEALTH LABORATORIES						
SSM HEALTH LABORATORIES	LEGAL BLOOD DRAWS - MARCH 2023	03/09/2023	4595108	100-40-5213-3-38	120.00	120.00
Total SSM HEALTH LABORATORIES:						120.00
STAR CRANE & HOIST SERVICE - WI INC						
STAR CRANE & HOIST SERVICE - WI I	ANNUAL HOIST INSPECTIONS FOR BOTH UNITS AT SHOP	03/09/2023	0001498-IN	100-70-5411-3-36	520.00	520.00
Total STAR CRANE & HOIST SERVICE - WI INC:						520.00
STICKS AND STONES						
STICKS AND STONES	SNOW REMOVAL - 25 W FRANKLIN / 31 W FRANKLIN / 37 W FRANKLIN	03/09/2023	13782	100-70-5435-3-36	120.00	120.00
Total STICKS AND STONES:						120.00
STRYKER SALES LLC						
STRYKER SALES LLC	ASSEMBLY, POWER CORD - HEALTHCARE INFRASTRUCTURE GRANT	03/09/2023	4036226	100-50-5230-3-38	24.32	24.32
STRYKER SALES LLC	KIT ALVARIUM BATTERY - HEALTHCARE INFRASTRUCTURE GRANT	03/09/2023	40532222	100-50-5230-3-38	745.56	745.56

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total STRYKER SALES LLC:						769.88
TRACTOR SUPPLY CREDIT PLAN						
TRACTOR SUPPLY CREDIT PLAN	CREDIT - RETURNED BRACKETS	03/09/2023	3-8-23	100-70-5411-3-36	22.99-	22.99-
TRACTOR SUPPLY CREDIT PLAN	SWIVEL CONNECTOR - REPLACE FUEL TANK HOSE	03/09/2023	3-8-23/1	100-70-5411-3-36	32.99	32.99
Total TRACTOR SUPPLY CREDIT PLAN:						10.00
TRU CLEANERS LLC						
TRU CLEANERS LLC	CLEANING SERVICE FOR CITY OF WAUPUN - FOR FEB 2023	03/09/2023	CW030123	100-70-5410-3-38	4,052.81	4,052.81
Total TRU CLEANERS LLC:						4,052.81
TRUCK EQUIPMENT INC						
TRUCK EQUIPMENT INC	SEAT AIR BAG	03/09/2023	1041031-00	100-70-5411-3-36	46.88	46.88
TRUCK EQUIPMENT INC	REPAIR DRIVE SHAFT #39-06	03/09/2023	1041827-00	100-70-5411-3-36	423.60	423.60
Total TRUCK EQUIPMENT INC:						470.48
UMR						
UMR	SHORT TERM DISABILITY RENEWAL	03/09/2023	0013763968	100-10-5143-3-38	1,500.00	1,500.00
Total UMR:						1,500.00
UNIFORM SHOPPE						
UNIFORM SHOPPE	CLOTHING ALLOWANCE - KNUDSON	03/09/2023	331331	100-10-5210-3-38	113.95	113.95
Total UNIFORM SHOPPE:						113.95
US CELLULAR						
US CELLULAR	ECONOMIC DEVELOPER/ADMINISTRATOR CELL PHONE - FEB 2023	03/09/2023	0562672071	100-10-5191-3-31	353.35	353.35
Total US CELLULAR:						353.35
VANDESTREEK, MADY						
VANDESTREEK, MADY	2-21-23 ELECTION	03/09/2023	2-27-23	100-10-5142-1-10	20.18	20.18
Total VANDESTREEK, MADY:						20.18
VANDEZANDE & KAUFMAN, LLP						
VANDEZANDE & KAUFMAN, LLP	MONTHLY CITY ATTORNEY FEES - FEB 2023	03/09/2023	FEB2023	100-10-5161-3-38	915.00	915.00
VANDEZANDE & KAUFMAN, LLP	TRAFFIC MONTHLY ATTORNEY FEES - FEB 2023	03/09/2023	14549	100-10-5161-3-38	225.00	225.00
Total VANDEZANDE & KAUFMAN, LLP:						1,140.00
VANHIERDEN, KATIE L.						
VANHIERDEN, KATIE L.	2-21-23 ELECTION	03/09/2023	2-27-23	100-10-5142-1-10	60.54	60.54
Total VANHIERDEN, KATIE L.:						60.54
W.W. ELECTRIC MOTORS INC						
W.W. ELECTRIC MOTORS INC	REPLACE 2" SUMP PUMP - SAFETY BUILDING	03/09/2023	WPN13068	100-70-5410-3-36	382.00	382.00

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total W.W. ELECTRIC MOTORS INC:						382.00
WAUPUN UTILITIES						
WAUPUN UTILITIES	VERIZON CHARGES - DPW I-PADS - FEBRUARY 2023	03/09/2023	5779	100-70-5420-3-31	58.05	58.05
WAUPUN UTILITIES	STORMWATER BILLING & COLLECTION FEES - FEBRUARY 2023	03/09/2023	5797	700-10-5192-3-38	873.00	873.00
WAUPUN UTILITIES	WPPI SUPPORT - FEB 2023	03/09/2023	5798	100-10-5197-3-38	228.75	228.75
Total WAUPUN UTILITIES:						1,159.80
WAUPUN AREA ANIMAL SHELTER INC						
WAUPUN AREA ANIMAL SHELTER INC	MONTHLY CONTRACT - MAR 2023	03/09/2023	MAR2023	100-40-5343-3-38	1,000.00	1,000.00
Total WAUPUN AREA ANIMAL SHELTER INC:						1,000.00
WELLS FARGO PAYMENT REMITT						
WELLS FARGO PAYMENT REMITT	USPS - OVERNIGHT TAX PAYMENTS TO FDL	02/28/2023	ANGIE-DEC22	100-10-5141-3-33	178.89	178.89
WELLS FARGO PAYMENT REMITT	BLAUER MANUF - BJ CLOTHING ALLOW	02/28/2023	BJ-DEC22/JA	100-12634	1,782.48	1,782.48
WELLS FARGO PAYMENT REMITT	SPECTRUM BILL - LIBRARY - 12/18/22-01/17/23	02/28/2023	BRET-JAN23	210-60-5511-3-31	179.97	179.97
WELLS FARGO PAYMENT REMITT	DURAWARE - EAR MUFFS FOR HARD HATS	02/28/2023	JEFF-DEC22/	100-70-5412-3-38	354.10	354.10
WELLS FARGO PAYMENT REMITT	MEAL - TUCKERS - TRAINING	02/28/2023	JEREMY-JAN	100-40-5211-3-37	351.85	351.85
WELLS FARGO PAYMENT REMITT	WIND & UNWIDED - DODGE CTY HOUSING AUTHORITY MEETING	02/28/2023	KAHTY-DEC2	100-80-5670-3-38	366.15	366.15
WELLS FARGO PAYMENT REMITT	ALPHA SOFTWARE CORP - 3YR SUB FOR MILITARY FILES	02/28/2023	PAM-JAN23	210-60-5511-3-38	699.00	699.00
WELLS FARGO PAYMENT REMITT	CELLEBRITE - PHYSICAL ANALYZER SUBSCRIPTION - RIPON PD 1/2	02/28/2023	SCOTT-JAN23	100-13850	5,879.27	5,879.27
Total WELLS FARGO PAYMENT REMITT:						9,791.71
WI CHIEFS OF POLICE ASSN						
WI CHIEFS OF POLICE ASSN	DUES - 2023	03/09/2023	8470	100-40-5211-3-34	150.00	150.00
Total WI CHIEFS OF POLICE ASSN:						150.00
WI DEPT OF JUSTICE						
WI DEPT OF JUSTICE	G3369 - BACKGROUND CHECKS - FEB 2023	03/09/2023	G3369-FEB23	100-40-5213-3-38	56.00	56.00
Total WI DEPT OF JUSTICE:						56.00
WOLVERINE FIREWORKS DISPLAY INC						
WOLVERINE FIREWORKS DISPLAY INC	CELEBRATE WAUPUN 2023 - DOWNPAYMENT	03/09/2023	3-8-23	100-10-5534-3-38	7,500.00	7,500.00
Total WOLVERINE FIREWORKS DISPLAY INC:						7,500.00
Grand Totals:						237,442.24

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-10-5110-3-38	1,099.65	.00	1,099.65
100-10-5131-3-31	40.00	.00	40.00
100-10-5141-3-31	65.21	.00	65.21
100-10-5141-3-33	55.80	.00	55.80
100-10-5141-3-36	521.52	.00	521.52
100-10-5141-3-38	52.43	.00	52.43
100-10-5142-1-10	1,911.54	.00	1,911.54
100-10-5142-3-38	172.56	.00	172.56
100-10-5143-3-38	1,500.00	.00	1,500.00
100-10-5153-3-34	25.00	.00	25.00
100-10-5153-3-38	1,381.25	.00	1,381.25
100-10-5157-3-38	29,917.00	.00	29,917.00
100-10-5161-3-38	1,240.00	.00	1,240.00
100-10-5191-3-31	65.22	.00	65.22
100-10-5197-3-31	335.25	.00	335.25
100-10-5197-3-38	428.75	.00	428.75
100-10-5210-3-38	113.95	.00	113.95
100-10-5255-3-38	5,500.00	.00	5,500.00
100-10-5534-3-38	7,500.00	.00	7,500.00
100-12634	596.66	.00	596.66
100-13850	6,554.00	.00	6,554.00
100-20-5512-3-32	870.09	.00	870.09
100-20-5513-3-31	94.47	.00	94.47
100-20-5513-3-32	505.23	.00	505.23
100-20-5523-3-32	257.93	.00	257.93
100-20-5525-3-36	481.24	.00	481.24
100-20-5525-3-38	24.00	.00	24.00
100-21100	92.81	115,479.33-	115,386.52-
100-30-5152-3-38	3,186.36	.00	3,186.36
100-40-5211-3-31	129.40	.00	129.40
100-40-5211-3-32	974.14	.00	974.14
100-40-5211-3-33	171.60	.00	171.60
100-40-5211-3-34	190.00	.00	190.00
100-40-5211-3-37	28.22	.00	28.22
100-40-5211-3-38	2,767.32	.00	2,767.32
100-40-5212-3-36	362.54	69.82-	292.72
100-40-5212-3-38	2,732.67	.00	2,732.67
100-40-5213-3-38	176.00	.00	176.00
100-40-5215-3-37	780.00	.00	780.00
100-40-5343-3-38	1,000.00	.00	1,000.00
100-50-5230-3-38	853.17	.00	853.17
100-50-5231-3-32	547.96	.00	547.96
100-50-5231-3-38	23.88	.00	23.88
100-50-5232-3-38	427.73	.00	427.73
100-50-5233-3-35	22.64	.00	22.64
100-50-5234-3-38	15.96	.00	15.96
100-70-5410-3-32	4,590.53	.00	4,590.53
100-70-5410-3-36	2,125.23	.00	2,125.23
100-70-5410-3-38	5,573.77	.00	5,573.77
100-70-5411-3-36	3,357.90	22.99-	3,334.91
100-70-5411-3-38	5,300.63	.00	5,300.63
100-70-5412-3-31	95.59	.00	95.59
100-70-5412-3-32	2,536.39	.00	2,536.39
100-70-5412-3-36	197.65	.00	197.65
100-70-5412-3-38	436.49	.00	436.49
100-70-5420-3-31	178.23	.00	178.23
100-70-5420-3-34	244.00	.00	244.00
100-70-5420-3-38	3,050.00	.00	3,050.00

GL Account	Debit	Credit	Proof
100-70-5431-3-36	585.90	.00	585.90
100-70-5435-3-36	11,438.52	.00	11,438.52
100-80-5670-3-38	70.16	.00	70.16
210-21100	.00	911.19-	911.19-
210-60-5511-3-31	212.19	.00	212.19
210-60-5511-3-38	699.00	.00	699.00
220-21100	.00	10,436.54-	10,436.54-
220-40-5213-3-38	9,799.00	.00	9,799.00
220-40-5214-3-38	637.54	.00	637.54
230-21100	.00	1,869.70-	1,869.70-
230-30-5241-3-38	1,869.70	.00	1,869.70
400-20-5513-8-00	38,091.45	.00	38,091.45
400-21100	.00	38,091.45-	38,091.45-
401-21100	.00	187.50-	187.50-
401-70-5436-3-39	187.50	.00	187.50
405-21100	.00	2,198.50-	2,198.50-
405-70-5436-3-39	2,198.50	.00	2,198.50
407-21100	.00	187.50-	187.50-
407-70-5436-3-39	187.50	.00	187.50
408-21100	.00	187.50-	187.50-
408-70-5436-3-39	187.50	.00	187.50
410-20-5523-4-00	3,973.25	.00	3,973.25
410-21100	.00	9,444.79-	9,444.79-
410-40-5211-4-00	4,079.54	.00	4,079.54
410-50-5231-4-00	1,392.00	.00	1,392.00
418-21100	.00	187.50-	187.50-
418-70-5436-3-39	187.50	.00	187.50
419-21100	.00	4,518.75-	4,518.75-
419-70-5435-3-39	93.75	.00	93.75
419-70-5436-3-38	93.75	.00	93.75
419-70-5436-8-00	4,331.25	.00	4,331.25
420-21100	.00	12,229.52-	12,229.52-
420-70-5436-3-38	12,229.52	.00	12,229.52
425-21100	.00	33,607.82-	33,607.82-
425-70-5476-3-38	33,607.82	.00	33,607.82
430-21100	.00	4,307.85-	4,307.85-
430-70-5436-3-42	4,307.85	.00	4,307.85
501-10-5154-3-38	24.00	.00	24.00
501-21100	.00	24.00-	24.00-
700-10-5192-3-36	1,029.00	.00	1,029.00
700-10-5192-3-38	2,588.35	.00	2,588.35
700-10-5193-3-36	48.26	.00	48.26
700-21100	.00	3,665.61-	3,665.61-
Grand Totals:	<u>237,627.86</u>	<u>237,627.86-</u>	<u>.00</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"

Invoice.Batch = "031423","A"



**MONTHLY FINANCIAL REPORT
2023**

January

Revenues	Expenses
\$22,215 - Library Board approved to move 2022 surplus from Library Fund to the Capital Project fund in 2023.	

MONTHLY FINANCIAL REPORT
JANUARY 31, 2023

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8%

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FUND 100

General Operations Fund

	1/31/2023	1/31/2023	1/31/2023	1/31/2023	
	Month Activity	YTD Actual	Budget Amount	Unearned	Percent
REVENUE					
TAXES	1,207	1,207	2,405,770	2,404,563	0.05
SPECIAL ASSESSMENTS	-	-	100	100	0.00
INTERGOVERNMENTAL AIDS	2,867	2,867	3,340,523	3,337,656	0.09
LICENSES & PERMITS	286	286	58,160	57,874	0.49
PENALTIES, FOREFEITURES	1,275	1,275	45,500	44,225	2.80
PUBLIC CHARGES FOR SERVICE	34,256	34,256	266,368	232,112	12.86
INTERGOVERNMENTAL CHARGES	-	-	-	-	0.00
MISCELLANEOUS REVENUE	213	213	50,000	49,787	0.43
SPECIAL FUNDS ACTIVITY	-	-	710,046	710,046	0.00
TOTAL REVENUE	40,105	40,105	6,876,467	6,836,362	

EXPENDITURES					
GENERAL GOVERNMENT	193,486	193,486	1,880,661	1,687,175	10.29
ECO DVLP/ADMIN	18,209	18,209	37,161	18,952	49.00
RECREATION	10,811	10,811	385,944	375,133	2.80
ASSESSOR/INSPECTOR	3,186	3,186	39,875	36,689	7.99
POLICE	169,405	169,405	2,288,462	2,119,057	7.40
FIRE	28,567	28,567	522,597	494,030	5.47
PUBLIC WORKS	101,701	101,701	1,721,767	1,620,066	5.91
TOTAL EXPENDITURES	525,364	525,364	6,876,467	6,351,103	

NET REVENUE OVER EXPENDITURES	(485,260)	(485,260)	0	485,260	
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41 **FUND 200**

42 **Trust Fund**

	A	B	C	D	E
	Month Activity	YTD Actual	Budget Amount	Unearned	Percent
REVENUE					
ST AID-WINNEFOX/MID-WISC	-	-	-	-	0.00
INTEREST/DIVIDEND/GRANT	-	-	75	75	0.00
UNREALIZED GAINS	-	-	-	-	0.00
TOTAL REVENUE	-	-	75	75	

EXPENDITURES					
OPERATING TRANSFER OUT	-	-	-	-	0.00
LIBRARY EXPENSES	-	-	-	-	0.00
TOTAL EXPENDITURES	-	-	-	-	

NET REVENUE OVER EXPENDITURES	-	-	75	75	
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60 **FUND 210**

61 **Library Fund**

	Month Activity	YTD Actual	Budget Amount	Unearned	Percent
REVENUE					
GENERAL PROPERTY TAXES	-	-	516,792	516,792	0.00
INTEREST/DIVIDEND/GRANT	-	-	213,938	213,938	0.00
FEES	213	213	1,200	987	0.00
DIVIDEND/REVENUE/DONATIONS	-	-	11,000	11,000	0.00
TOTAL REVENUE	213	213	742,930	742,717	

EXPENDITURES					
LIBRARY EXPENSES	42,895	42,895	742,930	700,035	0.00
TRANSFER OUT - CAPITAL FUND	-	-	-	-	0.00
TOTAL EXPENDITURES	42,895	42,895	742,930	700,035	

NET REVENUE OVER EXPENDITURES	(42,683)	(42,683)	-	42,683	
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FUND 220

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Grants and Donations Fund

	Month Activity	YTD Actual	Budget Amount	Unearned	Percent
REVENUE					
PSC/FEDERAL GRANT	-	-	-	-	0.00
GRANTS	<u>553</u>	<u>553</u>	<u>6,010</u>	<u>5,457</u>	9.20
TOTAL REVENUE	<u>553</u>	<u>553</u>	<u>6,010</u>	<u>5,457</u>	
EXPENDITURES					
GEN GOVERNMENT	-	-	-	-	0.00
GRANT EXPENSES - RECREATION	-	-	-	-	0.00
GRANT EXPENSES - POLICE	310	310	5,000	4,690	0.00
GRANT EXPENSES - FIRE/EMR	-	-	-	-	0.00
GRANT EXPENSES - DPW	-	-	-	-	0.00
ECONOMIC DEVELOPMENT EXPENSES	<u>-</u>	<u>-</u>	<u>1,000</u>	<u>1,000</u>	0.00
TOTAL EXPENDITURES	<u>310</u>	<u>310</u>	<u>6,000</u>	<u>5,690</u>	
NET REVENUE OVER EXPENDITURES	243	243	10	(233)	

FUND 230

Building Inspection Fund

	Month Activity	YTD Actual	Budget Amount	Unearned	Percent
REVENUE					
GENERAL PROPERTY TAXES-BLDG IN	-	-	-	-	0.00
PERMITS-BUILDING	3,577	3,577	75,000	71,423	4.77
FEES	<u>835</u>	<u>835</u>	<u>9,150</u>	<u>8,315</u>	9.13
TOTAL REVENUE	<u>4,412</u>	<u>4,412</u>	<u>84,150</u>	<u>79,738</u>	
EXPENDITURES					
OPERATING SUPPLIES/WAGES	<u>1,129</u>	<u>1,129</u>	<u>86,816</u>	<u>85,687</u>	1.30
TOTAL EXPENDITURES	<u>1,129</u>	<u>1,129</u>	<u>86,816</u>	<u>85,687</u>	
NET REVENUE OVER EXPENDITURES	3,283	3,283	(2,666)	(5,948)	

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FUND 240
ARPA Fund

A **B** **C** **D** **E**
Month Activity YTD Actual Budget Amount Unearned Percent

REVENUE					
FED GRANT (PD BY STATE)-ARPA	-	-	-	-	0.00
INTEREST INCOME-ARPA	-	-	7,500	7,500	0.00
TOTAL REVENUE	-	-	7,500	7,500	

EXPENDITURES					
ARPA POLICE OPERATING EXP	-	-	-	-	0.00
ARPA EXPENSES	-	-	-	-	0.00
TOTAL EXPENDITURES	-	-	-	-	

NET REVENUE OVER EXPENDITURES	-	-	7,500	7,500	
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FUND 300
Debt Fund

Month Activity YTD Actual Budget Amount Unearned Percent

REVENUE					
PAID TO ESCROW AGENT	-	-	-	-	0.00
GENERAL PROPERTY TAXES	-	-	788,080	788,080	0.00
FUNDS APPLIED	-	-	375	375	0.00
DEBT SERVICE SURPLUS APPLIED	59,785	59,785	827,080	767,295	7.23
TOTAL REVENUE	59,785	59,785	1,615,535	1,555,750	3.70

EXPENDITURES					
ROCK NEWTON 2021 P&I	11,175	11,175	137,350	126,175	8.14
PRINCIPAL AND INTEREST PAYMENTS	72,350	72,350	1,478,185	1,405,835	4.89
TOTAL EXPENDITURES	83,525	83,525	1,615,535	1,532,010	

NET REVENUE OVER EXPENDITURES	(23,740)	(23,740)	-	23,740	
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FUND 400
Capital Fund

A **B** **C** **D** **E**
Month Activity **YTD Actual** **Budget Amount** **Unearned** **Percent**

	A	B	C	D	E
	Month Activity	YTD Actual	Budget Amount	Unearned	Percent
REVENUE					
GENERAL PROPERTY TAXES-CIF	-	-	340,000	340,000	0.00
SIDEWALKS	-	-	100,000	100,000	0.00
STATE SHARED REVENUES-EXP REST	-	-	2,574,434	2,574,434	0.00
FEES-REC FACILITY MAINTENANCE	500	500	15,000	14,500	3.33
CO & MUNIC-STREET & HIGHWAYS	-	-	-	-	0.00
INTEREST AND MISC	220	220	8,000	7,780	2.75
TRANSFERS IN FROM OTHER FUNDS	-	-	680,000	680,000	0.00
TOTAL REVENUE	720	720	3,717,434	3,716,714	
EXPENDITURES					
CITY HALL	-	-	-	-	
RECREATION	12,931	12,931	2,530,000	2,517,069	0.51
PUBLIC SAFETY	-	-	255,095	255,095	0.00
LIBRARY AND DPW	-	-	-	-	0.00
STREETS	1,610	1,610	450,000	448,390	0.36
TRANSFER OUT	-	-	-	-	0.00
TOTAL EXPENDITURES	14,541	14,541	3,235,095	3,220,554	
NET REVENUE OVER EXPENDITURES	(13,821)	(13,821)	482,339	496,160	

FUND 401
TID 5 Fund

Month Activity **YTD Actual** **Budget Amount** **Unearned** **Percent**

	Month Activity	YTD Actual	Budget Amount	Unearned	Percent
REVENUE					
TAXES-TAX INCREMENTAL DISTRICT	7,153	7,153	408,345	401,192	1.75
DEVELOPER GUARANTEES	-	-	-	-	0.00
FEES-MISCELLANEOUS	-	-	-	-	0.00
TIF 5 INTEREST REVENUE	-	-	-	-	0.00
PROCEEDS OF LONG-TERM DEBT	-	-	-	-	0.00
TOTAL REVENUE	7,153	7,153	408,345	401,192	
EXPENDITURES					
TID 5 OPERATING EXPENSES	52,025	52,025	381,050	329,025	13.65
TOTAL EXPENDITURES	52,025	52,025	381,050	329,025	
NET REVENUE OVER EXPENDITURES	(44,872)	(44,872)	27,295	72,167	

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FUND 404
Business Park Fund

A **B** **C** **D** **E**
Month Activity YTD Actual Budget Amount Unearned Percent

REVENUE					
TAX INCREMENT	-	-	-	-	0.00
INTEREST INCOME	-	-	-	-	0.00
LEASES/FUND BALANCE	-	-	224,103	224,103	0.00
TOTAL REVENUE	<u>-</u>	<u>-</u>	<u>224,103</u>	<u>224,103</u>	

EXPENDITURES					
OPERATING EXPENSES	-	-	15,109	15,109	0.00
TOTAL EXPENDITURES	<u>-</u>	<u>-</u>	<u>15,109</u>	<u>15,109</u>	

NET REVENUE OVER EXPENDITURES	-	-	208,994	208,994	
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FUND 405
TID 3 Fund

Month Activity YTD Actual Budget Amount Unearned Percent

REVENUE					
TAXES-TAX INCREMENTAL DISTRICT	-	-	150,598	150,598	0.00
PAYMENT IN LIEU OF TAX	-	-	9,000	9,000	0.00
STATE GRANT	-	-	-	-	0.00
PERMITS	-	-	-	-	0.00
DONATIONS	-	-	-	-	0.00
PROCEEDS LONG TERM DEBT	-	-	-	-	0.00
TOTAL REVENUE	<u>-</u>	<u>-</u>	<u>159,598</u>	<u>159,598</u>	

EXPENDITURES					
TID 3 OPERATING EXPENSES	1,623	1,623	159,083	157,460	1.02
TRANSFER TO A DIF FUND	-	-	-	-	0.00
TOTAL EXPENDITURES	<u>1,623</u>	<u>1,623</u>	<u>159,083</u>	<u>157,460</u>	

NET REVENUE OVER EXPENDITURES	(1,623)	(1,623)	515	2,138	
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FUND 407
TID 7 Fund

A **B** **C** **D** **E**
Month Activity YTD Actual Budget Amount Unearned Percent

REVENUE					
TAXES-TAX INCREMENTAL DISTRICT	-	-	45,000	45,000	0.00
PERMITS-BUILDING-TIF 7	-	-	-	-	0.00
STATE GRANT	-	-	-	-	0.00
PERMITS	-	-	-	-	0.00
DONATIONS	-	-	-	-	0.00
TOTAL REVENUE	<u>-</u>	<u>-</u>	<u>45,000</u>	<u>45,000</u>	

EXPENDITURES					
INTEREST ON ADVANCES OTHER FUNDS	-	-	131,138	131,138	0.00
TID 7 OPERATING EXPENSES	-	-	6,500	6,500	0.00
TOTAL EXPENDITURES	<u>-</u>	<u>-</u>	<u>137,638</u>	<u>137,638</u>	

NET REVENUE OVER EXPENDITURES	-	-	(92,638)	(92,638)	
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FUND 408
TID 6 Fund

Month Activity YTD Actual Budget Amount Unearned Percent

REVENUE					
TAXES-TAX INCREMENTAL DISTRICT	-	-	98,488	98,488	0.00
STATE/FEDERAL GRANT-TIF 6	-	-	-	-	0.00
PERMITS	-	-	-	-	0.00
DONATIONS/TRANSFERS	-	-	-	-	0.00
TOTAL REVENUE	<u>-</u>	<u>-</u>	<u>98,488</u>	<u>98,488</u>	

EXPENDITURES					
INTEREST ON ADVANCES OTHER FUNDS	-	-	65,630	65,630	0.00
TID 6 OPERATING EXPENSES	355	355	30,266	29,911	1.17
TOTAL EXPENDITURES	<u>355</u>	<u>355</u>	<u>95,896</u>	<u>95,541</u>	

NET REVENUE OVER EXPENDITURES	(355)	(355)	2,592	2,947	
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FUND 410

Equipment Fund

A **B** **C** **D** **E**
 Month Activity YTD Actual Budget Amount Unearned Percent

REVENUE					
GENERAL PROPERTY TAXES-ERF	-	-	225,000	225,000	0.00
GRANT REVENUE-ERF	-	-	-	-	0.00
MISCELLANEOUS	-	-	5,000	5,000	0.00
TRANSFERS	-	-	-	-	0.00
TOTAL REVENUE	<u>-</u>	<u>-</u>	<u>230,000</u>	<u>230,000</u>	

EXPENDITURES					
EQUIPMENT ADMINISTRATION	-	-	7,000	7,000	0.00
EQUIPMENT RECREATION	-	-	5,000	5,000	0.00
EQUIPMENT POLICE	76,793	76,793	130,187	53,394	58.99
EQUIPMENT FIRE	-	-	30,500	30,500	0.00
EQUIPMENT LIBRARY	-	-	-	-	0.00
EQUIPMENT DPW	-	-	141,500	141,500	0.00
TOTAL EXPENDITURES	<u>76,793</u>	<u>76,793</u>	<u>314,187</u>	<u>237,394</u>	

NET REVENUE OVER EXPENDITURES	(76,793)	(76,793)	(84,187)	(7,394)	
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FUND 418

TID 8 Fund

Month Activity YTD Actual Budget Amount Unearned Percent

REVENUE					
TAXES-TAX INCREMENTAL DISTRICT	-	-	125,000	125,000	0.00
PERMITS-BUILDING-TIF 8	-	-	-	-	0.00
FEES-MISCELLANEOUS	-	-	-	-	0.00
TIF 8 INTEREST REVENUE	-	-	-	-	0.00
PROCEEDS OF LONG-TERM DEBT	-	-	-	-	0.00
TOTAL REVENUE	<u>-</u>	<u>-</u>	<u>125,000</u>	<u>125,000</u>	

EXPENDITURES					
TRANSFER OUT	-	-	15,405	15,405	0.00
TID 8 OPERATING EXPENSES	130,000	130,000	131,150	1,150	0.00
TOTAL EXPENDITURES	<u>130,000</u>	<u>130,000</u>	<u>146,555</u>	<u>16,555</u>	

NET REVENUE OVER EXPENDITURES	(130,000)	(130,000)	(21,555)	108,445	
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FUND 419
TID 9 Fund

A **B** **C** **D** **E**
Month Activity **YTD Actual** **Budget Amount** **Unearned** **Percent**

REVENUE					
TAXES-TAX INCREMENTAL DISTRICT	-	-	-	-	0.00
TIF 9 INTEREST REVENUE	-	-	-	-	0.00
TOTAL REVENUE	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	

EXPENDITURES					
TRANSFER OUT	-	-	-	-	0.00
TID 9 OPERATING EXPENSES	822	822	115,116	114,294	0.00
TOTAL EXPENDITURES	<u>822</u>	<u>822</u>	<u>115,116</u>	<u>114,294</u>	

NET REVENUE OVER EXPENDITURES	(822)	(822)	(115,116)	(114,294)	
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FUND 420
Recycling Fund

Month Activity **YTD Actual** **Budget Amount** **Unearned** **Percent**

REVENUE					
STATE GRANT-RECYCLING	-	-	50,000	50,000	0.00
FEES-RECYCLING	-	-	99,561	99,561	0.00
INTEREST REVENUE	-	-	750	750	0.00
TOTAL REVENUE	<u>-</u>	<u>-</u>	<u>150,311</u>	<u>150,311</u>	

EXPENDITURES					
TRANSFER OUT	15,568	15,568	148,828	133,260	10.46
TOTAL EXPENDITURES	<u>15,568</u>	<u>15,568</u>	<u>148,828</u>	<u>133,260</u>	

NET REVENUE OVER EXPENDITURES	(15,568)	(15,568)	1,483	17,051	
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FUND 425
Solid Waste Fund

A **B** **C** **D** **E**
Month Activity YTD Actual Budget Amount Unearned Percent

REVENUE					
FEES-SOLID WASTE	-	-	441,689	441,689	0.00
TOTAL REVENUE	-	-	441,689	441,689	

EXPENDITURES					
TRANSFER OUT	33,881	33,881	436,846	402,965	7.76
TOTAL EXPENDITURES	33,881	33,881	436,846	402,965	

NET REVENUE OVER EXPENDITURES	(33,881)	(33,881)	4,843	38,724	
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FUND 430
Tourism Fund

Month Activity YTD Actual Budget Amount Unearned Percent

REVENUE					
LOCAL ROOM TAX-TOURISM FUND	-	-	60,000	60,000	0.00
MISCELLANEOUS REVENUE-TOURISM	-	-	10,000	10,000	0.00
TOTAL REVENUE	-	-	70,000	70,000	

EXPENDITURES					
OPERATING EXPENSES	-	-	70,000	70,000	0.00
TOTAL EXPENDITURES	-	-	70,000	70,000	

NET REVENUE OVER EXPENDITURES	-	-	-	-	
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FUND 501
Taxi Fund

A **B** **C** **D** **E**
Month Activity YTD Actual Budget Amount Unearned Percent

REVENUE					
GENERAL PROPERTY TAXES	-	-	45,000	45,000	0.00
FED GRANT (PD BY ST)-TRANSPORT	-	-	109,930	109,930	0.00
SALE OF CITY PROPERTY-TAXI	-	-	-	-	0.00
OPERATING TRANSFER IN-GF	-	-	-	-	0.00
TOTAL REVENUE	<u>-</u>	<u>-</u>	<u>154,930</u>	<u>154,930</u>	

EXPENDITURES					
OPERATING EXPENSES	<u>233</u>	<u>233</u>	<u>163,303</u>	<u>163,070</u>	0.14
TOTAL EXPENDITURES	<u>233</u>	<u>233</u>	<u>163,303</u>	<u>163,070</u>	

NET REVENUE OVER EXPENDITURES	(233)	(233)	(8,373)	(8,140)	
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FUND 509
CDBG Fund

Month Activity YTD Actual Budget Amount Unearned Percent

REVENUE					
INTEREST REVENUE	-	-	20	20	0.00
TOTAL REVENUE	<u>-</u>	<u>-</u>	<u>20</u>	<u>20</u>	

EXPENDITURES					
OPERATING EXPENSES	-	-	73,000	73,000	0.00
TOTAL EXPENDITURES	<u>-</u>	<u>-</u>	<u>73,000</u>	<u>73,000</u>	

NET REVENUE OVER EXPENDITURES	-	-	(72,980)	(72,980)	
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FUND 700

StormWater Fund

A **B** **C** **D** **E**
Month Activity **YTD Actual** **Budget Amount** **Unearned** **Percent**

	A	B	C	D	E
	Month Activity	YTD Actual	Budget Amount	Unearned	Percent
REVENUE					
GRANT REVENUE-STORMWATER	-	-	-	-	0.00
FEES-MISCELLANEOUS	-	-	-	-	0.00
STORMWATER REVENUES	534	534	588,800	588,266	0.09
PROCEEDS FROM LONG-TERM NOTES	-	-	-	-	0.00
TOTAL REVENUE	<u>534</u>	<u>534</u>	<u>588,800</u>	<u>588,266</u>	
EXPENDITURES					
ADMIN WAGES/BENEFITS	3,458	3,458	42,815	39,358	8.08
STREET WAGES/BENEFITS	33	33	27,493	27,459	0.12
STREET OPERATING EXPENSES	-	-	3,200	3,200	0.00
REPAIR AND MAIN WAGES/BENEFITS	905	905	79,906	79,001	1.13
UTILITIES	1,556	1,556	141,900	140,344	1.10
LEAF PICK UP WAGES/BENEFITS	-	-	45,626	45,626	0.00
OPERATING EXPENSES	<u>7,875</u>	<u>7,875</u>	<u>196,020</u>	<u>188,145</u>	4.02
TOTAL EXPENDITURES	<u>13,826</u>	<u>13,826</u>	<u>536,960</u>	<u>523,134</u>	
NET REVENUE OVER EXPENDITURES	(13,292)	(13,292)	51,840	65,132	



MINUTES
CITY OF WAUPUN ZONING BOARD OF APPEALS
Waupun City Hall – 201 E. Main Street, Waupun WI
Wednesday, August 24, 2022 at 4:00 PM

CALL TO ORDER

Nickel, Acting Chairperson, called the In-house & Virtual Zoning Board of Appeals meeting at 4:00 p.m.

ROLL CALL

Members present: Mark Nickel, Derek Minnema, Dylan Weber, Rick Vanthoff, & Patricia Beyer, Alternate. Westphal arrived at 4:03 pm
Also in attendance were Andy Kunz, Tyler Schulz, Kathryn Nagler, & Susan Leahy, Zoning Administrator

PERSONS WISHING TO ADDRESS THE ZONING BOARD OF APPEAL--State name, address, and subject of comments. (2 Minutes)

No persons appeared.

FUTURE MEETINGS AND GATHERING INVOLVING THE ZONING BOARD OF APPEAL

No future meetings planned.

CONSIDERATION - ACTION

1. Motion by Weber, second by Vanthoff to approve the July 27, 2022 Zoning Board of Appeals meeting minutes.
5 Ayes, 0 Nays. Motion carried unanimously
2. Public Hearing – Nickel read Variance request - Rustic Ridge Properties, LLC, 20 Forest Street, to construct a fence that is 10 feet high. Municipal Code Section 16.01(j)(iii) states “Fences shall not exceed 72” in height, in all but Industrial Districts.”
 - Question was made regarding the neighbor damaging the fence. Board stated that it would be a civil matter.
 - When constructing a fence, the good side is to face the neighbor, construction side to Owner’s property.
 - Owner found the property corner irons and have them spray painted.
 - Owner would like the fence from the garage to the sidewalk to be 10’ high.
 - Westphal stated he would rather see the fence 10’ high from the garage to front face of the house then drop down to 4’ high.
 - Motion by Westphal to approve the height of 10 feet from garage to front face of house then taper to 4 feet high from front face of house to sidewalk. Vanthoff 2nd
Nickel – Aye, Westphal – Aye, Weber – Aye, Minnema – Aye, Beyer – Aye, Vanthoff – Aye
5 Ayes, 0 Nays. Motion carried unanimously

ADJOURNMENT

Motion by Weber, seconded by Beyer to adjourn the meeting. Motion carried, meeting adjourned at 4:19 pm.

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.



MINUTES
CITY OF WAUPUN ECONOMIC DEVELOPMENT
COMMITTEE
 Waupun City Hall – 201 E. Main Street, Waupun WI
 Tuesday, October 25, 2022 at 4:30 PM

Meeting called to order at 4:31 p.m. by Chairperson Pete Kaczmariski.

Roll Call Taken:

Name	Role	Attendance
Pete Kaczmariski	Council Member, Chairperson	Present
Dan Siebers	Council Member	Present
Jason Westphal	Council Member	Present
Rohn Bishop	Mayor, Member	Present
Steve Brooks	Waupun Utilities, Member	Present
Vacant	Envision Greater FDL, Member	Vacant / Absent
Dan Vande Zande	City Attorney, Ex officio (non-voting)	Present
Kathy Schlieve	City Administrator, Ex officio (non-voting)	Present
Jeff Daane	Direct of DPW, Ex officio (non-voting)	Present

Motion Westphal, second Siebers to approve minutes from September 27, 2022 Economic Development Committee Meeting. Carried Unanimously.

Motion Westphal, second Siebers to approve closed session minutes from September 27, 2022 Economic Development Committee Meeting. Carried Unanimously.

Motion Westphal, second Siebers to adjourn in closed session under Section 19.85 (1) of the WI Statutes for: (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Carried unanimously.

Motion Westphal, second Siebers to reconvene in open session under Section 19.85(2) of the WI Statutes. Carried unanimously. No action taken from closed session.

Motion Siebers, second Westphal to adjourn the meeting. Carried unanimously.

Meeting adjourned at 5:40 p.m.



MINUTES SESSION
CITY OF WAUPUN ECONOMIC DEVELOPMENT
COMMITTEE MEETING
Waupun City Hall – 201 E. Main Street, Waupun WI
Thursday, January 05, 2023 at 1:00 PM

Meeting called to order at 1:30 p.m. by Board Chair Kaczmariski.

Roll call taken. Present Kaczmariski, Siebers, Westphal, Bishop, Brooks, Attorney Vande Zande, Schlieve, and Langenfeld. Absent and excused Jeff Daane. Envision Greater Fond du Lac seat remains vacant.

Motion Siebers, second Westphal to approve minutes from October 25, 2022 Economic Development Committee Meeting. Carried Unanimously.

Motions Westphal, second Siebers to approved the Closed Session minutes from October 25, 2022 Economic Development committee meeting. Carried Unanimously.

Motion Westphal, second Siebers to move into closed session pursuant to Section 19.85 (1) of the WI Statutes for: (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Carried unanimously.

Motion Bishop, second Westphal to reconvene into open session under Section 19.85(2) of the WI Statutes. Carried unanimously.

No action from closed session.

Motion Westphal, second Siebers to adjourn the meeting. Carried unanimously. Adjourned at 2.08 p.m.



MINUTES
CITY OF WAUPUN BUSINESS IMPROVEMENT
DISTRICT MEETING
Waupun City Hall – 201 E. Main Street, Waupun WI
Tuesday, January 17, 2023 at 7:00 AM

Meeting called to order by Committee Vice-Chairperson, Teresa Ruch at 7:01 a.m.

Roll Call: Member present include Gary DeJager, Rich Matravers, Mitch Greenfield, Teresa Ruch, Craig Much, Tyler Schulz, Kate Bresser. Absent Jodi Mallas and Jonathan Leonard. Krista Bishop arrives at 7:10 a.m.

Also present is Administrator Kathy Schlieve, Assistant City Administrator Casey Langenfeld.

Motion Matravers, second Much to approve November 2022 financials. Carried unanimously.

Motion DeJager, second Greenfield to approve December 2022 financials. Carried unanimously.

Motion Matravers, second Much to approve November 9, 2022 minutes. Carried unanimously.

Administrator Schlieve notes that the application for Weaving It Up To You is delayed due to contractor issues and the need to work with the neighboring property owner to gain access to a roof area where repairs are needed. CDA extended application through June 30, 2023 and it is recommended that BID extend on the same timeline. Motion DeJager, second Greenfield to extend application through June 30, 2023. Much abstains, carries 7-0. Bishop not present.

Administrator Schlieve discusses Facade Improvement Grant Application for Wind & Unwined 310 E Main Street. The coffee shop is expanding and the proposed project addresses replacement and addition of awning and signage to complete the look of the coffee shop. General discussion about the two options outlined in the packet with preference given to Option 2 cloth awning. Motion DeJager, second Greenfield to approve the application for Option 2 as a 50% reimbursement capped at \$2,000. Much abstains. Bishop not present. Carried 7-0.

Administrator Schlieve provides an update as follows:

- Main Street Award Nominations are being finalized and will be submitted by deadline of January 23. A letter of support from the BID Chairperson is requested and Bishop agrees.
- Vibrant Spaces Grant application is being finalized. Determination that the focus will be on the eastern side of Stone & Suede with a focus on food trucks and seating. Staff have identified a WI-DNR grant (Knowles Stewardship Grant) for restroom because it has the ability to more broadly fund the project. The City's Outdoor Recreation Plan must be updated to pursue that application.
- Final listening session on ARPA will be held today. Council will move to discussion session to evaluate all of the ideas that have come forth.
- UW Extension Grant work on marketing analysis implementation must commence this spring. Several board members will be contacted to support the project.
- Local purchasing allowance has been incorporated into the City's purchasing policies.

Motion Matravers, second DeJager to adjourn meeting. Carried unanimously. Meeting adjourned at 7:18 a.m.



MINUTES
CITY OF WAUPUN BUSINESS IMPROVEMENT
DISTRICT MEETING
Waupun City Hall – 201 E. Main Street, Waupun WI
Wednesday, November 09, 2022 at 7:00 AM

Meeting called to order by Committee Chairperson, Krista Bishop at 7:01 a.m.

Roll Call: Member present include Krista Bishop, Gary DeJager, Rich Matravers, Mitch Greenfield, Teresa Ruch, Craig Much, Tyler Schulz, Jodi Mallas. Also present is Administrator Kathy Schlieve, Assistant City Administrator Casey Langenfeld, and Joe Venhuizen from Envision Greater Fond du Lac. Absent are Kate Bresser and Jonathan Leonard.

Public Comment: None Present

Motion DeJager, second Matravers to approve the Consent Agenda, including September 14, 2022 Minutes from BID meeting, and September and October 2022 financials. Carried unanimously.

Administrator Schlieve thanks Gary DeJager, Teresa Ruch, and Jodi Mallas for their help in formulating the 2023 BID operating plan. Schlieve walks the committee through the operating plan as presented. Motion DeJager, second Greenfield to adopt the 2023 BID Operating Plan as presented. Carried unanimously.

Administrator Schlieve and Tyler Schulz discuss promotion needs of the downtown related to the holiday shopping season. Historically the Chamber has run the Shop Small campaign but they will not be doing that this year. Schulz discusses a proposed contract that Downtown Promotions has with an outside marketing firm. A request of \$750 is presented for consideration of BID marketing efforts. Schlieve notes that the budget could reallocate funds from another area to support a larger request. Motion Ruch, second Schulz to approve \$1,200 to fund marketing efforts by Downtown Promotions. Carried unanimously.

DISCUSSION ITEMS:

Joe Venhuizen from Envision Greater Fond du Lac provides an update on the Waupun Business Alliance, which resulted from a partnership between the Waupun Chamber and Envision Greater Fond du Lac. Venhuizen provides an overview of Envision programming that will be available to Business Alliance members and indicates the Business Alliance will be governed by a local advisory board that is being formed. BID Board members are encouraged to attend one of two listening sessions that have been announced to gather additional information.

Administrator Schlieve introduces Casey Langenfeld, the City's new Assistant City Administrator and Director of Finance. Schlieve also provides an update on the Senior Center Grant project, the United Cooperative project and extensions of Bayberry Lane. Schlieve also discussed the WEDC Vibrant Spaces pilot grant. The City will be working through the CDA to determine priorities for this grant in the green spaces downtown.

Administrator Schlieve reviews outstanding applications. Two in particular are experiencing cost overruns related to supply chain and contractor availability issues. Schlieve recommends payout of projects for ABB&J Investments and Walking on Water Investments with evidence of substantial completion. While the full projects are not complete, significant progress has been made on aspects of the project to support payout and improve cash flow on the projects due to cost overruns. Motion DeJager, second Mallas to support early payout. Motion carries unanimously. Committee discusses the project for Weaving It Up to You. The business identified that work quoted in their original proposal was only guaranteed for one year. The business owner is seeking a longer term solution and is also working through challenges with the neighboring property owner to access a roof area needed to make the identified repairs. Schlieve notes that this application will likely need to seek an extension at the next BID meeting. All other projects are expected to complete on time.

Motion DeJager, second Greenfield to adjourn the meeting. Passed unanimously. Meeting adjourned at 7:54 a.m.



MINUTES
CITY OF WAUPUN COMMUNITY DEVELOPMENT
AUTHORITY MEETING
Waupun City Hall – 201 E. Main Street, Waupun WI
Tuesday, January 17, 2023 at 8:00 AM

Meeting called to order by Chairman Bishop at 8:01 a.m.

Roll Call taken. Present: Sue Vandenberg, Jill Vanderkin, Cassandra VerHage, Gary DeJager, Mayor Bishop, Derek Drews; Absent: Nancy Vanderkin. Also Present: Administrator Schlieve and Assistant Administrator Langenfeld.

No public members present for comment.

Motion DeJager, second Verhage to approve December 2022 Financials. Carried unanimously.

Motion DeJager, second Vandenburg to approve Minutes from December 20, 2022 CDA meeting. Carried unanimously.

Administrator Schlieve discusses grant application for Wind & Unwined 310 E Main Street. The coffee shop is expanding and the proposed project addresses replacement and addition of awning and signage to complete the front façade work on the expanded space. General discussion about the two options outlined in the packet with preference given to Option 2 - cloth awning. Motion DeJager, second Greenfield to approve the application for Option 2 as a 50% reimbursement of non-BID funded expenditures capped at \$5,000. Carried unanimously.

Administrator Schlieve provides an update as follows:

- Main Street Award Nominations are being finalized and will be submitted by deadline of January 23. A letter of support from the BID Chairperson is requested and Bishop agrees.
- Vibrant Spaces Grant application is being finalized. Determination that the focus will be on the eastern side of Stone & Suede with a focus on food trucks and seating. Staff have identified a WI-DNR grant (Knowles Stewardship Grant) for restroom because it has the ability to more broadly fund the project. The City's Outdoor Recreation Plan must be updated to pursue that application.
- Final listening session on ARPA will be held today. Council will move to discussion session to evaluate all of the ideas that have come forth.
- UW Extension Grant work on marketing analysis implementation must commence this spring. Several board members will be contacted to support the project.
- Local purchasing allowance has been incorporated into the City's purchasing policies.
- Wee Care application has been brought before economic development committee and staff is working to pull together a project to submit to WEDC under a CDI application. Schlieve notes that this is still questionable as to whether we will get approval due to application but also notes that childcare is a project submitted under ARPA requests.

Motion Drews, second Verhage to adjourn. Carried unanimously. Meeting Adjourned at 8:14 a.m.



MINUTES
CITY OF WAUPUN COMMUNITY DEVELOPMENT
AUTHORITY MEETING
Waupun City Hall – 201 E. Main Street, Waupun WI
Tuesday, December 20, 2022 at 8:00 AM

Meeting called to order by Chairman Bishop at 8 a.m.

Roll Call taken. Present: Sue Vandenberg, Jill Vanderkin, Cassandra VerHage, Gary DeJager, Mayor Bishop, Attorney Vande Zande; Also Present: Administrator Schlieve, Assistant Administrator Langenfeld, Allison Neuman (Wee Care); Absent & Excused: Nancy Vanderkin, Derek Drews;

Motion DeJager, second J. Vanderkin to approve Minutes from November 15, 2022 CDA Meeting as presented. Carried unanimously.

Motion DeJager, second J. Vanderkin to approve November 2022 CDA Financials as presented. Carried unanimously.

Allison Neuman from Wee Care is present to explain their expansion project. The plan is to remodel elements of the existing facility and complete a 1,600 sq ft addition. The added space will provide 30 additional daycare spaces in the City, which are desperately needed. Administrator Schlieve recommends that a larger grant with a Developer's Agreement could be considered to support this important project. Schlieve notes that it is possible that the City could pursue a CDI Grant. However, there are some things WEDC does not like about the proposed location. Schlieve explains that the City would need to demonstrate efforts to more broadly develop the area to the north currently owned by National Rivet to be given solid consideration on an application. Discussions are underway with National Rivet at this time. Motion DeJager, second Vandenburg to recommend that the Economic Development Committee review the application request and consider a larger amount of grant support. Carried unanimously.

Administrator Schlieve recommends extending the application for Weaving It Up To You through June 30, 2023 due to contractor issues and the need to work with the neighboring property owner to gain access to a roof area where repairs are needed. Motion DeJager, second J. Vanderkin to extend the application deadline to June 30, 2023. Carried unanimously.

Administrator Schlieve provides a general update, noting that the Senior Center design is being worked on and that the City expects to be bidding that work in spring of 2023. Once a construction schedule is determined, we will finalize decisions on the sale of the existing building. Schlieve notes that we are working on nominations for the Main Street Awards through WEDC. Also, work on the Vibrant Spaces grant is underway and we have determined that the area of focus for that grant will be the food truck area in the eastern-most green space. Staff has identified the Knowles Stewardship Grant through WI-DNR as another funding tool with broader coverage and the restroom and remaining areas will be consider under that application. The City will need to update their outdoor recreation plan to be able to apply for that grant. Other notable construction occurring is the extension of Wilson and Shaler Drive and Bayberry Lane, slated for spring of 2023.

Motion J. Vanderkin, second Vandenberg to adjourn the meeting. Carried unanimously. Meeting adjourned at 8:21 a.m.



MINUTES
CITY OF WAUPUN PLAN COMMISSION
Waupun City Hall – 201 E. Main Street, Waupun WI
Wednesday, December 21, 2022 at 4:30 PM

CALL TO ORDER

Chairman Bishop called the meeting to order at 4:30 pm.

ROLL CALL

Members Present: Elton TerBeest, Jerry Medema, Jeff Daane, Rohn Bishop, Mike Matoushek, Jill Vanderkin, Jason Whitford

Staff Present: Kathy Schlieve

Others Present: Roger Schregardus

PERSONS WISHING TO ADDRESS THE PLAN COMMISSION—

None

FUTURE MEETINGS AND GATHERING INVOLVING THE PLAN COMMISSION

The next meeting will be January 25, 2023

CONSIDERATION - ACTION

1. Approve minutes of November 30, 2022 meeting.
Motion by TerBeest , 2nd by Matoushek to approve the minutes of the November 30, 2022 meeting. Motion carried, unanimously.

2. Site Plan Review - 26 W. Main St - Scott & Lynette Peters
Roger Schregardus appeared and handed out new plans with updated elevations and renderings. The proposed site is in the Central Business District and zoned B-2. Steel building is planned, but needs to adhere to the Central Business District guidelines which are more restrictive. Dark brown main color and black wainscoting, but they could put a lanon stone/wainscoting facing the street.

The business will be a small engine repair business which is allowed as they were issued a Conditional Use Permit on December 8, 2021 to operate a U-Hall Dealer and construct a 2 stall garage for small engine repair and vehicle service with the following conditions:

1. No more than three vehicles to be serviced at a time.
2. No repair parts to be stored outside.
3. Installation of a privacy fence on the north side of the property.

Many questions were asked on the appearance of the building and the Conditional Use Permit that was issued.

Kathy Schlieve stated that since the building is in the Central Business District, the design of the building would have to follow Section 25 of the Waupun Municipal Code and is subject to approval by the CDA. The Plan Commission only looks at the site plan to make sure it meets the requirements in Section 16.17 of the Waupun Municipal Code, which it appears to meet.

Water and sewer will be installed to the building. The placement of the building will be where the old building was. Scott Peters will be operating business. They are looking for low cost / economical building.

Motion by Matoushek, 2nd by Vanderkin to table the Site Plan Review to get more information on lighting, signage, fence layout and to review the Conditional Use Permit that was issued on December 8, 2021.

Motion carried, unanimously.

ADJOURNMENT

Motion by Matoushek, 2nd by Medema to adjourn the meeting. Motion carried, meeting adjourned at 4:56 pm

Minutes prepared by Trista Steinbach



MINUTES—CITY OF WAUPUN BOARD OF PUBLIC WORKS & FACILITIES

Tuesday, 10-January-2023 – City Council Chambers

CALL TO ORDER

Chairman Peter Kaczmarki called the meeting to order at 4:29 PM

ROLL CALL

Roll call was taken:

Alders—Peter Kaczmarki, William Langford, Mike Matoushek
Citizens—Dale Heeringa, Dave Rens, Andrew Sullivan, Gregg Zonnefeld
Ex-officio—DPW Director Jeff Daane, Mayor Rohn Bishop, City Administrator Kathy Schlieve

PERSON WISHING TO ADDRESS THE BOARD OF PUBLIC WORKS & FACILITIES COMMITTEE

There were no guests for public comment portion of the meeting.

FUTURE MEETINGS AND GATHERINGS OF THE BOARD OF PUBLIC WORKS & FACILITIES COMMITTEE

Next meeting will be on Tuesday, February 14th at 4:30PM.

CONSIDERATION - ACTION

1. Approve minutes of the December 12, 2022 Board of Public Works & Facilities Meeting.
Minutes of the August 10 meeting were presented. Motion (Rens/Matoushek) to approve minutes as presented.
MOTION CARRIED (7-0)
2. 2023 Landfill Monitoring agreement with MSA
DPW Director Jeff Daane shared an update on the monitoring agreement at the former Waupun Landfills behind the City Garage. The DNR requires annual monitoring, and the city has engaged MSA to do this two times per year to do this service. Motion (Zonnefeld/Sullivan) to approve the Waupun Closed Landfill Environmental Monitoring 2023 agreement at a cost of \$11,500. **MOTION CARRIED (7-0)**
3. Aquatic Center rates for the 2023 season
A survey of area Aquatic Center rates was reviewed as presented by DPW Director Daane and Administrator Kathy Schlieve. Last year's fees were increased and it was able to meet the YMCA Fees and result in a small gain. This year the YMCA costs have gone up 19% due to wage increases and an additional lifeguard. Discussion was held regarding the rates and the overall cost outlay, which annually is around \$100,000. Motion (Matoushek/Heeringa) to approve 2023 Aquatic Center Fees below through the Calendar year of 2023:
Family Pass \$180 (City Residents) / \$200 (Non-Residents)
Individual Pass - \$90 (City Resident) / \$100 (Non Resident)
Daily Price Pass - \$6.00
Swim Lesson - \$36
MOTION CARRIED (7-0).
4. 2023 Park Shelter Rates
DPW Director Daane shared the survey of park rates. The one change is to add the \$15 cleaning fee directly to the rates rather than as an add-on. Discussion was held regarding an additional security deposit, but Director Daane is comfortable with only having that in place for the McCune rentals as is current policy. Motion (Zonnefeld/Matoushek) to approve the schedule as presented, adding the cleaning fee directly into the rental rates. **MOTION CARRIED (7-0).**

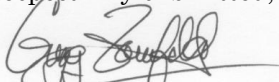
DISCUSSION ONLY

5. 2023 Project List
DPW Director Daane shared the 2023 project list for information and discussion

ADJOURNMENT

Motion (Matoushek/Rens) to adjourn the meeting of the BPW & Facilities at 4:54PM. **MOTION CARRIED (7-0).**

Respectfully submitted,



Gregg Zonnefeld, BPW Clerk



MINUTES
CITY OF WAUPUN COMMON COUNCIL
Waupun City Hall – 201 E. Main Street, Waupun WI
Tuesday, February 14, 2023 at 6:00 PM

CALL TO ORDER

Mayor Bishop called the meeting to order at 6:00pm.

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENT MEDITATION

Pledge of Allegiance is heard, followed by a moment of silence.

ROLL CALL

Council in-person: Mayor Bishop, Alderman Westphal, Alderman Kaczmariski, Alderman Langford, Alderman Matoushek, Alderman Siebers

Management in-person: City Clerk/Treasurer Hull, Administrator Schlieve, Director of Public Works Daane, Police Chief Loudon, Fire Chief Demaa, Finance Director Langenfeld, General Utility Manager Brooks

Management virtually: Attorney VandeZande

Management absent and excused: Library Director Jaeger, Utility Finance Director Stanek, Recreation Director Kaminski

Media present: None

Audience in-person: Jaedon Buchholz, Jason Whitford, Andrea Torres, Jay Graff, Bobbi Kunz, Kenneth Liebenow, Andy Glewen, Caleb Glewen, Carly Crook, Tyler Loomans, and Andrea Brown.

Audience virtually: Emily Fassbender

PUBLIC HEARING –

No public hearing is held.

PERSONS WISHING TO ADDRESS COUNCIL

Jason Whitford wishes for Council to consider buying local and requests an update on the Municipal Service Payments.

1. Recognition of Years of Service - Roland Yohn

Tabled for a future meeting,

2. Consideration of Appointment / Oath of Office to Aldermanic District 6 Vacancy (Roll Call Motion)

City Clerk has received interest from residents of District 6 to fill the current vacancy. Andrea Torres, Jay Graff, Bobbi Kunz, and Kenneth Liebenow come before the Council for consideration.

Motion Westphal, second Matoushek to appoint Kunz; motion Matoushek, second Langford to appoint Torres; motion Kaczmariski, second Siebers to appoint Graff. Council was polled with results of Langford & Matoushek-Torres; Siebers & Westphal – Kunz; Kaczmariski- Graff. Council was again polled: Langford, Matoushek-Torres and Siebers, Westphal, Kaczmariski- Kunz.

Kunz is called by majority vote to hold the Aldermanic District 6 seat.

Kunz is offered the oath of office and takes her place at the Council table to reside over the remainder of the meeting.

RESOLUTIONS AND ORDINANCES:

3. Resolution Authorizing 2022 Budget Amendments in a Series of Funds

Langenfeld provides 2022 budget amendments for consideration.

Motion Siebers, second Westphal to approve Resolution 02-14-23-01 Authorizing 2022 Budget Amendments in a Series of Funds. Motion carried 6-0 on roll call.

4. Resolution Approving the Carry Forward of Unexpended 2022 Appropriations

A resolution for consideration is before the Council as unexpended appropriations as of December 31, 2022, in the amount of \$713,169, are requested to be carried forward to the 2023 budget year.

Motion Westphal, second Matoushek to approve Resolution 02-14-23-02 Approving the Carry Forward of Unexpended 2022 Appropriations. Motion carried 6-0 on roll call.

BOARD/COMMITTEE/COMMISSION RECOMMENDATIONS (Roll Call Motion)

5. 2023 Public Works Equipment Rates (Board of Public Works 2-14-23)

Motion Kaczmarek, second Langford to adopt the 2023 Public Works Equipment rate. Motion carried 6-0 on roll call.

6. 2023 Asphalt Paving Mill & Overlay Bid (Board of Public Works 2-14-23)

The City of Waupun received two (2) bids for the 2023 Asphalt Paving Mill and Overlay contact: Kartechner Brothers \$119,631.25 and Northeast Asphalt \$122,589.60.

Board of Public Works made recommendation to award the low bid of \$119,631.25 from Kartechner Brothers for the 2023 Asphalt Paving Mill and Overlay contact.

Siebers, second Matoushek to award the 2023 Asphalt Paving Mill and Overlay contract to Kartechner Brothers at the lowest bid of \$119,631.25. Motion carried 6-0 on roll call.

7. 2023 Asphalt Paving Railroad Tracks Contract (Board of Public Works 2-14-23)

The City of Waupun received three (3) bids for the 2023 Asphalt Paving Railroad Tracks contact: Northeast Asphalt \$13,785; Kartechner Brothers \$23,475; Forward Contractors \$41,750. The Board of Public Works made recommendation to award the low bid of \$13,785 from Northeast Asphalt for the 2023 Asphalt Paving Railroad Tracks contact.

Motion Siebers, second Kunz to award the 2023 Asphalt Paving Railroad Tracks contract to Northeast Asphalt at the lowest bid of \$13,785. Motion carried 6-0 on roll call.

8. 2023 Sidewalk Management Program Contract (Board of Public Works 2-14-23)

The City of Waupun received two (2) bids for the 2023 Sidewalk Management Program contact: Forward Contractors \$213,782.75 and Rennhack Construction \$217,568.00.

Board of Public Works made recommendation to award the low bid of \$213,782.75 from Forward Contractors for the 2023 Sidewalk Management Program contact.

Motion Matoushek, second Siebers to accept and recommend to the Common Council to award the 2023 Sidewalk Management Program contact to Forward Contractors at the lowest bid of \$213,782.75. Motion carried 6-0 on roll call.

9. Appointment of Public Safety Planning Needs Ad-Hoc Committee (Board of Public Works 2-14-23)

Board of Public Work made recommendation to appoint two Alderman (Siebers, Kaczmarek) and one Board member (Heringa) to this Committee.

Motion Westphal, second Matoushek to appoint two Alderman (Siebers, Kaczmariski) and one Board member (Heeringa) to the Public Safety Planning Needs Ad-Hoc Committee. Motion carried 6-0 on roll call.

10. Update to the Comprehensive Outdoor Recreation Plan (CORP) Agreement with MSA (Board of Public Works 2-14-23)

Board of Public Works made recommendation to approve the agreement with MSA Professional Services to Update the Comprehensive Outdoor Recreation Plan.

Motion Siebers, second Kunz to approve MSA Professional Services to Update the Comprehensive Outdoor Recreation Plan. Motion carried 6-0 on roll call.

CONSIDERATION - ACTION

11. Safety Policies: Lock-Out Tag-Out, Power Industrial Truck (Forklift), Silica, Work Zone traffic Safety

Motion Matoushek, second Westphal to adopt the safety policies of Lock-Out Tag-Out, Power Industrial Truck (Forklift), Silica, Work Zone traffic Safety. Motion carried 6-0.

12. 2022 City of Waupun Housing Fee Report

Motion Siebers, second Westphal to approve the 2022 City of Waupun Housing Fee Report. Motion carried 6-0 on roll call.

13. Open Burn Waiver to City Ordinance 8.01(3)(a) for the Rock Golf Club (700 County Park Road, Waupun)

Motion Siebers, second Kaczmariski to approve the Open Burn waiver with the Rock Golf Club. Motion 6-0 on roll call.

14. 2023 Fire Department Equipment and Personnel Billable Rates

Motion Matoushek, second Kunz to approve the 2023 Fire Department Equipment and Personnel Billable Rates. Motion carried 6-0 on roll call.

15. City of Waupun Grant Management Policy

Motion Siebers, second Matoushek to approve the Grant Management Policy. Motion carried 6-0 on roll call.

16. Proposal for Purchase of an Ambulance under the EMS Flex Grant

Staff has been inquiring with several vendors for the purchase of a fully equipped ambulance under the EMS Flex Grant. Purchase options from North Central Emergency Vehicles, Emergency Vehicles Plus, Lifeline Emergency Vehicles, and Emergency Vehicles Plus are provided to council for consideration. The EMS Flex grant caps ambulance expenses at \$200,000. Staff is concerned on the action timeline as he believes other municipalities are also purchasing ambulances. Schlieve comments if purchase approval is granted, additional funding would need to come from capital equipment reserves.

Motion Westphal, second Matoushek to authorize Chief Demaa to go into negotiations, not to exceed \$280,000, for the purchase of the demo ambulance with Lifeline Emergency Vehicles. Motion carried 6-0 on roll call.

MAYORAL CORRESPONDENCE/PRESENTATIONS

17. Envision Greater Fond Du Lac - Warrior Innovation Center - February 21, 2023

18. Envision Greater Fond Du Lac - Annual Meeting February 23, 2023

Mayor reminds staff of the upcoming events and offers participation.

CONSENT AGENDA

Motion Westphal, second Matoushek to accept the consent agenda. Motion carried 6-0 on roll call.

ADJOURNMENT

At 7:48pm, Motion Kunz, second Siebers to call the meeting adjourned. Motion carried 6-0.

**Minutes of a Regular Meeting of the
Waupun Utilities Commission
Monday, February 13, 2023**

Meeting called to order by President Heeringa at 4:00 p.m.

Commissioners Daane, Heeringa, Homan, Kaczmarski and Thurmer present in person. Commissioner Westphal present via Zoom.

Motion made by Thurmer, seconded by Homan and unanimously carried, to approve minutes from January 9, 2023 meeting.

Motion by Kaczmarski, seconded by Daane and unanimously carried, bills for month of January 2023 approved as presented.

On motion by Kaczmarski, seconded by Thurmer and unanimously carried, year-to-date financial reports through December 2022 approved as presented. Electric operating income was \$526,600 or \$323,200 above budget from lower operating and maintenance costs, primarily from increased billable customer work. Water operating income was \$801,000 or \$232,500 above budget from lower than budgeted operating expenses, primarily due to fewer distribution main breaks than budgeted. Sewer operating income was \$440,300 or 320,987 above budget due to lower maintenance related costs at the WWTF.

General Manager Brooks reported on current projects and work completed by electric crew. The Public Service Commission of Wisconsin recently approved an EV friendly 3-tier time of use rate for a municipal utility, trying to incentivize EV users to charge their vehicle when system load is at its lowest and rates are less costly. The new rate is a positive step for utilities who are looking to implement the 3-tier rate, and for utility customers who are looking to take advantage of the cost savings. Todd Flegner, a tenured employee in the electric department has announced his retirement, thus requiring a need to hire an additional employee to fill upcoming vacancy. Position of Line Technician – Journey Level is posted for hire and applications received are being reviewed. As part of succession planning within Waupun Utilities, employee Owen Vande Kolk earned a promotion in January 2023 to the role of Assistant Electric Superintendent. Vande Kolk is transitioning well into his new role and responsibilities.

Treatment Facilities and Operations Superintendent Schramm reported on operations at Water and Wastewater Treatment Facilities and current projects of Distribution/Collection crew. Wisconsin DNR released new 2023 monitoring requirements for PFOA and PFOS. These chemicals have been used for decades and are found in consumer products to make them non-stick and water-resistant material. One of three identified treatment methods for removal is reverse osmosis, which is the current technology used by our utility since 2007. Preliminary testing of PFAS has been non-detectable. As part of the ABNR upgrade project, treatment facilities staff is working with Enhanced Automation converting old processors to new processors in preparation of inoculation, which will begin in March. Proposals were sent for a new standby generator for the WWTF. Lowest bidder has been awarded purchase.

Finance Director Stanek informed commission that utility staff is analyzing information regarding credit card transaction fees that utility has absorbed throughout the years and currently researching future options to lessen burden of fees assessed to utility.

Commission President Heeringa welcomed visitors Daniel Siebers and Eric Kostecki.

Waupun Utilities' Senior Energy Services Manager Eric Kostecki presented a recap of 2022 and plans for 2023 Energy Services. Utility customers received \$43,000 in Focus on Energy incentives during 2022, which comes out to 740,000 kWh savings per year. In 2022, Waupun Utilities reapplied for APPA's Smart Energy Provider (SEP) designation and successfully received another 2 year's designation of being a Smart Energy Provider. SEP designation is an honor and is a testament of our commitment to smart energy best practices. Plans for 2023 include promotion of the Enhanced Incentive Program to gather more participation from businesses and increase their utilization of enhanced business incentive offerings; continued relations with large power customers; supporting the City of Waupun on economic development; enhance social media presence; educate customers about online tool MyAccount and its' various capabilities; EV Charger Rebates and community relations.

Motion by Thurmer, seconded by Homan, to adjourn in closed session under Section 19.85 (1) (c) of the WI Statutes for discussion and approval of personnel updates. Motion carried unanimously.

Motion by Homan, seconded by Daane, and unanimously carried to reconvene in open session under Section 19.85 (2) of WI Statutes. No further action in open session.

On motion by Thurmer, seconded by Homan and unanimously carried, meeting adjourned at 5:48 p.m.

The next regular commission meeting is scheduled on March 13, 2023, at 4:00 p.m.

Jen Benson
Office & Customer Service Supervisor

**Minutes of the Waupun Public Library Board Meeting
Wednesday, February 15, 2023**

The Waupun Public Library Board was called to order by Bev Martens, President, at 4:35 p.m. on Wednesday, February 15, 2023. Present were Siebers, Schultz, Sullivan, Garcia, and Jaeger. Gehl, Hintze, and Rohrer present via Zoom.

ARTICLE I: Motion by Schultz, supported by Siebers, to accept the minutes of January 18, 2023 meeting as written. Motion carried.

ARTICLE II: No visitor appearance.

ARTICLE III: Monthly Statistics.

- a. Circulated/downloaded/loaned: 11,906 items through the end of January.
- b. Visits up 50% YTD. 4,034 people visited the library through the end of January.

ARTICLE IV: Budget was reviewed.

ARTICLE V:

- a. Motion by Siebers, supported by Hintze, to pay February 2023 bills. Motion carried 7-0 on roll call.

ARTICLE VI: No committee reports.

ARTICLE VII: Librarians' Report.

- a. The Monarch Library System is dropping Gale Courses online database of classes for the public in favor of Universal Classes which are less expensive.

- b. The library will soon be offering Hoopla to enhance the access to eBooks, eAudiobooks, magazines, music and movies. It can connect everywhere you have a screen: computer, phone, car and smart TV. Set up is near completion.

- c. Adult programming February and March:

1. February 14, @ 6:00: Valentine Sock Gnome: A very successful Make and Take event was held. Thirty people attended.

2. February 21, @6:30: Carol Shirk, Dodge County Master Gardener "Growing a Succulent Garden."

3. March 14, @ 6:00pm., Make and Take event. Crafters can start on a diamond art project. Also a Take and Make.

4. March 28, @1:00pm and 6:00pm. Lisa Mackford Home and Gifts: Create a bouquet of wood flowers. Both registration events.

ARTICLE VIII: No Old Business.

ARTICLE IX: New Business:

- a. Motion by Rohrer, supported by Schultz, stating that in 2022 the Monarch Library System did provide effective leadership and adequately met the needs of the library. Motion carried.

b. Motion by Hintze, supported by Rohrer, to accept the 2022 Waupun Public Library Annual Report for the DPI as presented. Motion carried.

c. Motion by Siebers, supported by Gehl, to direct the City of Waupun Finance Director to move the \$8,590 County Fund revenue surplus in the 2022 Library Budget into the Waupun Public Library Trust Fund held at City Hall (within the Wells Fargo Checking Acct) for future Trust Fund expenditures, and the remaining surplus of \$22,215 be moved into the City of Waupun Capital Fund. Motion carried 7-0 on roll call.

d. The process for hiring a Library Director was reviewed.

ARTICLE X: Motion by Sullivan, supported by Gehl, to adjourn at 5:10 p.m. Motion carried.

*Next tentative meeting: Wednesday, March 15, 2023 at 4:30 p.m.

SANDRA ROHRER Secretary
SR/bkj



MINUTES
CITY OF WAUPUN POLICE & FIRE COMMISSION (PFC)
Waupun Safety Building – 16 E. Main Street, Waupun WI
Wednesday, February 15, 2023 at 4:30pm

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.

CALL TO ORDER

Meeting convened at 4:31pm by PFC President in the Waupun Safety Building.

ROLL CALL

Present: John Bett, Bambi Buchholz, Teresa Heidemann, Tara Rhodes, Mike Thurmer, Waupun Police Department (WPD) Chief Scott Loudon, (WPD) Deputy Chief Jeremy Rasch.

Member(s) absent (excused): Waupun Fire Department (WFD) Chief BJ DeMaa

Guests: N/A

MINUTES FROM PREVIOUS MEETINGS

Minutes from the December 28, 2022 meeting were presented for approval. Two edits identified for updates in "General Discussion..." section: 1) WFD abbreviation to WPD and 2) clarification for dotpoint related to staffing. Motion to approve was made at 4:34pm, with these two edits, by J. Bett (T. Heidemann second; all in favor).

CLOSED SESSION

The Waupun Police and Fire Commission adjourned into closed session under Section 19.85 (1) (c) of the WI Statutes to conduct interviews with qualified applicants for employment for the open Patrol Officer position.

(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

Motion to go into Closed Session at 4:36pm was made by B. Buchholz (second by T. Heidemann; all in favor).

OPEN SESSION

The Waupun Police and Fire Commission reconvened in open session under Section 19.85(2) of the WI Statutes at 6:17pm after motion from J. Bett (second by B. Buchholz; all in favor).

ACTION FROM CLOSED SESSION

Motion at 6:18pm to extend conditional offer to candidate A. Schnell was made by J. Bett (second by T. Heidemann; all in favor). Motion at 6:20pm to place candidates J. Leyva and J. Voigt on eligibility list for consideration for future vacancies was made by T. Rhodes (second by B. Buchholz; all in favor).

FUTURE MEETINGS AND GATHERING INVOLVING THE POLICE AND FIRE COMMISSION

Next Commission meeting is to-be-scheduled (the Commission meets quarterly, at minimum).

If necessary, please send any agenda requests to Chiefs BJ DeMaa or S. Loudon so appropriate preparation(s) can be made.

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.

ADJOURNMENT

Motion to adjourn meeting at 6:21pm made by T. Rhodes (second by J. Bett, all in favor).

Respectfully submitted,
Tara Rhodes, Secretary

**Minutes of a Special Meeting of the
Waupun Utilities Commission
Thursday, February 23, 2023**

Meeting held virtually via Zoom. President Heeringa called the meeting to order at 4:02 p.m.

Commissioners Daane, Heeringa, Homan, Kaczmarski, Kunz, Thurmer and Westphal were present. Mayor Bishop was present.

Motion by Thurmer, seconded by Daane, to adjourn in closed session under Section 19.85 (1) (c) of the WI Statutes to discuss and review Line Technician – Journey Level position.

Motion by Thurmer, seconded by Kunz, and unanimously carried to reconvene in open session under Section 19.85 (2) of WI Statutes. No further action in open session.

On motion by Thurmer, seconded by Westphal and unanimously carried, meeting adjourned at 4:45 p.m.

The next regular commission meeting is scheduled on March 13, 2023, at 4:00 p.m.

Jen Benson
Office & Customer Service Supervisor



MINUTES
CITY OF WAUPUN COMMITTEE OF THE WHOLE
Waupun City Hall – 201 E. Main Street, Waupun WI
Tuesday, February 28, 2023 at 5:30 PM

CALL TO ORDER

Acting Mayor Kaczmarek called the meeting to order at 5:30pm.

ROLL CALL

Council in-person: Acting Mayor Kaczmarek, Alderman Westphal, Alderman Langford, Alderman Matoushek, Alderman Siebers, Alderman Kunz

Council Absent/Excused: Mayor Bishop

Management in-person: Attorney VandeZande, Administrator Schlieve, Director of Public Works Daane, Police Chief Loudon, Fire Chief Demaa, Finance Director Langenfeld, Library Director Jaeger, Recreation Director Kaminski

Management virtually: City Clerk/Treasurer Hull, Utility Finance Director Stanek

Management absent and excused: General Utility Manager Brooks

Media present: None

Audience in-person: Jaedon Buchholz, Mike Thurmer, Sarah VanBuren

Audience virtually: None

PUBLIC APPEARANCE - ENVISION GREATER FOND DU LAC

1. 2020 Census Data and Trends Impacting Our Community

Sarah Van Buren, Director of Business Intelligence for Envision Greater Fond du Lac, provided an overview of 2020 Census data and trends that will impact the future of our community.

CONSENT AGENDA

2. Future Meetings & Gatherings, License and Permit Applications, Expenses

Motion Siebers, second Matoushek to approve the consent agenda. Motion carried 6-0 on roll call.

ORDINANCES-RESOLUTIONS

3. Ordinance to amend Ch.16.01(10) entitled Zoning Map - Rezoning Request to PCD Planned Community Development District (2, 4, 6, 8 E. Franklin St., and 17 and 23 Jackson St.)

Plan Commission made recommendation to the Council to approve the rezoning request of Mr. Storage LLC, properties of 2, 4, 6, 8 E. Franklin St., and 17 and 23 Jackson St., to Planned Community Development (PCD).

Motion Matoushek, second Kunz to waive the first reading and adopt Ordinance 23-02 to amend Ch. 16.01(10) entitled Zoning Map for the rezoning request of Mr. Storage LLC, for properties of 2, 4, 6, 8 E. Franklin St., and 17 and 23 Jackson St., to Planned Community Development (PCD). Motion carried 6-0 on roll call.

4. Resolution Approving Assignment of General Fund Balances in Accordance with Governmental Accounting Standards

A resolution is provided for consideration to allow a portion of the fund balance to be set aside ("assigned") for the payoff of the Utility Sewer debt due March 1, 2023, cost associated with the purchase of an ambulance, and capital projects.

Motion Westphal, second Matoushek to approve Resolution 02-28-23-01 Approving Assignment of General Fund Balances in Accordance with Governmental Accounting Standards. Motion carried 6-0.

5. Resolution Urging Legislature and Governor to Fix Broken System of Funding Critical Local Services

A resolution is provided for consideration to request legislative action to fix a broken funding model that limits local government's ability to deliver local services.

Motion Siebers, second Matoushek to approve Resolution 02-28-23-02 Urging Legislature and Governor to Fix Broken System of Funding Critical Local Services. Motion carried 6-0 on roll call.

CONSIDERATION - ACTION

6. Payoff of 2009 Business Park Sewer Utility Promissory Note

Request to pay off the outstanding 2009 Business Park Sewer Utility Promissory Note, in the amount of \$210,452, is before the Council for consideration.

Motion Matoushek, second Kunz to approve the final payment of \$210,452 to the Waupun Utilities for the payoff Of the 2009 Business Park Sewer Utility Promissory Note. Motion carried 5-1 on roll call with Langford voting nay.

7. Monthly Financial Report- January 2023

Finance Director Langenfeld provides the January 2023 financials for review.

Motion Westphal, second Matoushek to accept and recommend to the Common Council the approval of the January 2023 monthly financial report. Motion carried 6-0 on roll call.

8. Request to Expand Police Training Position as part of Workforce Planning Efforts

Administrator Schlieve and Chief Loudon make request to hire additional police training staff due to increase of call volume, challenges in filling open positions, and possible future retirements at an adjusted wage of 80% of entry level wage for patrol officers as outlined in the policy document. Current in-training officer is paid \$16.73 per hour.

Motion Siebers, second Matoushek to authorize City Administrator to go into negotiations through an MOW with the WPPA Police Union Association, for the training position at an adjusted wage of 80% of entry level of a patrol officer. Motion carried 6-0 on roll call.

Motion Westphal, second Siebers to approve the request to hire additional training position in the Police Department. Motion carried 6-0 on roll call.

9. Homan Semi Annual Benefit Event - REACH Donation

Homan Auto is holding an event to benefit REACH on April 22, 2023 at the Rock. The benefit invites a table sponsorship of \$1,000 for eight people.

Motion Westphal, second Matoushek to approve the pledge of \$1000 for a table for the Homan benefit. Motion carried 6-0 on roll call.

ADJOURNMENT

At 7:29pm, Motion Kunz, second Siebers to call the meeting adjourned. Motion carried 6-0.

Waupun Police Department Update –February Report

Training – FDL County In-Service

Events/Reports –

New Squads Installed

Completed school safety checks at CWC, MVP, WAJSHS and RRIS

FDL County Cart Meeting

PFC Interviews

Completed T.I.M.E. system training modules

Completed NEO Gov training modules – Blood Born pathogens and Harassment

Evidence Purgings

Staffing/Hiring process – Three positions off the schedule. One accepted offer (will start field training in March), we have one in field training, and have one out on FMLA set to return in May.

Community Events – Dodge and FDL Law Enforcement Banquet, Bike Rodeo Setup

Briefs:

Calls for Service: 920

Traffic Stops: 145

Arrests: 10

On 2/1/23 at approximately 9:19am, police responded to an address on E. Lincoln St. for the report of a possible suicidal subject. Police made contact with the individual and mental health services were already in place through Dodge County Crisis.

On 2/2/23 at approximately 2:37pm, police responded to a business on E. Main St for a trespassing complaint. Police made contact with a 64 year old male who was taken into custody for a Fond du Lac County warrant. The male was transported to Fond du Lac Jail and served a no trespass to the business.

On 2/4/23 at approximately 6:16pm, police conducted a traffic stop on E. Main St./ Shaler Dr. Citations were issued for possession of drug paraphernalia.

On 2/5/23 at approximately 7:46am, police responded to an address on W. Jefferson St. A 26 year old male was taken into custody for domestic disorderly conduct and battery charges. The male was transported to Dodge County Jail.

On 2/8/23 at approximately 1:50am, police responded to a residence on Rock Ave for a report of a 19 year old man harming himself. The man was transported to a local hospital and later placed into protective custody.

On 2/8/23 at approximately 5:09pm, police responded to a residence on W Jefferson St for a report of a suicidal 26 year old man who could not be located. The complaint is under investigation.

On 2/9/23 at approximately 1:14am, police conducted a traffic stop on E Main St at N Madison St. A 23 year old man was taken into custody on a Probation and Parole warrant. A 26 year old man was taken into custody on charges of Possession of Meth Paraphernalia, Possession of THC, Possession of Drug Paraphernalia, Felony Bail Jumping, and a Probation and Parole Detainer. Both men were transported to the Fond du Lac County Jail. A 40 year old man was cited for Operating After Suspension.

On 2/15/23 at approximately 7:32am, police responded to a business on Shaler Dr for a report of a suspicious juvenile. The juvenile was wearing only 1 shoe, advised he was in an ATV crash, and wished to use the businesses phone. Police made contact with the juvenile who was ultimately reported missing through Menasha Police Department. Police took the juvenile into custody for Possession of THC and Obstructing. The juvenile was later turned over to the Beaver Dam Police Department for involvement in a high speed pursuit prior to being located in Waupun. The juvenile will be referred to Juvenile Intake on charges of Possession of THC and Obstructing.

On 2/15/23 at approximately 12:46pm, police responded to the 400 block of Spring St for a report of a suicidal juvenile. Police made contact with the juvenile and a safety plan was put into place with Fond du Lac County Crisis.

On 2/17/23 at approximately 9:51am, police responded to the 800 block of E Lincoln St for a report of trespassing on 2/16/23. Two adult males ages 23 and 21 were issued no trespassing warning for their violation.

On 2/17/23 at approximately 4:17pm, police responded to a residence on Autumn Ave for a report of a disturbance. Police made contact with a 38 year old woman and a 37 year old man. The man agreed to leave the residence for the night.

On 2/17/23 at approximately 6:38pm, police conducted a traffic stop on W Main St at Commercial St. A 29 year old man was cited for Suspended Registration.

On 2/18/23 at approximately 10:17pm, police responded to a business on Gateway Dr for a report of a physical disturbance. A 53 year old man was taken into custody on charges of Battery, Disorderly Conduct, and False Imprisonment. The man was transported to the Fond du Lac County Jail.

On 2/19/23 at approximately 5:39pm, police responded to a residence on Sawyer St for a Bail Jumping violation. Two Felony Bail Jumping charges are being referred to the Dodge County DA's Office against a 40 year old man.

On 2/20/23 at approximately 3:09pm, police responded to a residence on N State St for a report of a verbal disturbance. Police made contact and a 25 year old man left the residence for the evening.

On 2/21/23 at approximately 9:51pm, police responded to a residence on Bly St for a warrant pick up. Police later located the 40 year old man at a residence on N Forrest St. The man was taken into custody on a Probation and Parole warrant. The man was transported to the Dodge County Jail.

On 2/23/23 at approximately 2:02am, police located a suspicious vehicle in the 300 block of N Grove St. Police made contact with a 40 year old man and observed open intoxicants in the vehicle he was in. The man was cited for Open Intoxicants and taken into custody on a Probation Hold. Charges of Misdemeanor Bail Jumping, Felony Bail Jumping, and Possession of Drug Paraphernalia were referred to the Fond du Lac County DA's Office. The man was transported to the Fond du Lac County Jail.

On 2/23/23 at approximately 5:41pm, police responded to a business in the 900 block of W Main St for a report of a disturbance. A Disorderly Conduct was referred to the Fond du Lac County DA's Office against a 19 year old man.

On 2/24/23 at approximately 7:50am, police responded to the 800 block of W Main St for a report of a 2 vehicle crash. A 31 year old man was taken into custody for Operating Under the Influence of a Restricted Controlled Substance. During a search of the man's vehicle police located numerous illegal controlled substances and paraphernalia. Possession of THC and Possession of Drug Paraphernalia charges were referred to the Fond du Lac County DA's Office. The man was later released from custody.

On 2/25/23 at approximately 5:29pm, K9 Officer Halverson and K9 Jet responded to County Rd A and STH 33 to assist the Dodge County Sheriff's Office with a vehicle sniff. K9 Jet positively alerted on the vehicle and a drug related arrest was made by the sheriff's office.

On 2/28/23 at approximately 9:48am, police responded to a residence on Rock River Ave for a warrant pickup. A 38 year old woman posted bond for a Contempt of Court warrant through Dodge County.

On 2/28/23 at approximately 1:54pm, police responded to a residence on County Park Rd for a report of a scam. This scam was requesting the subject to send \$15,000 as the subjects grandson allegedly needed to post bond to get out of jail. A local bank assisted the subject from not falling victim to the scam.

On 2/28/23 at approximately 5:17pm, police took a scam report from a subject who reported he sent nude photos to an unknown female/scammer on Tik Tok. The scammer advised the subject that the photos would be posted online if the subject didn't send gift cards to the scammer.



Waupun Police Department Total Call Report



From: February 01, 2023 To: February 28, 2023

Agency	Incident Type	Total Incidents	WP	DRUGS/NARCOTICS	2
WP	911 CHECK	53		EXTRA PATROL	85
	911 MISDIAL	3		FIGHT	1
	ABANDONED VEHICLE	1		FOLLOW UP	40
	ACCIDENT	11		FOOT PATROL	14
	ACCIDENT W/BLOCKAGE	1		FOUND ANIMAL	3
	AMBULANCE	48		FOUND ANIMAL CLAIMED	1
	ANIMAL BITE	1		FOUND PROPERTY	5
	ANIMAL COMPLAINT	8		FRAUD COMPLAINT	4
	ASSIST AGENCY	12		FUNERAL ESCORT	4
	ASSIST CITIZEN	24		GAS DRIVE OFF	1
	ASSIST MOTORIST	9		HARASSMENT	2
	ATTEMPT TO LOCATE	5		HIT AND RUN	5
	AUTO THEFT	1		INFORMATION TO DOCUMENT	6
	BATTERY	1		INTOXICATED DRIVER	1
	BUILDING CHECK	23		INTRUSION ALARM	10
	CAR IN DITCH	2		JUVENILE PROBLEM	3
	CHECK WELFARE	25		LOST ANIMAL	2
	CHILD ABUSE/NEGLECT	2		LOST ANIMAL LOCATED	1
	CHILD CUSTODY	2		LOST PROPERTY	3
	CIVIL PROBLEM	5		MISSING ADULT	1
COURT ORDER VIOLATION	1		NEIGHBOR DISPUTE	1	
DEPARTMENT K9 DOG	3		NOISE COMPLAINT	4	
DIRECTED AREA PATROL	196		OCCUPIED DISABLED	1	
DISABLED VEHICLE	2		OFFICER STANDBY	4	
DISORDERLY CONDUCT	6		OPEN DOOR	1	
DOMESTIC	8		ORDINANCE VIOLATION	12	
			PAPER SERVICE	1	



Waupun Police Department Total Call Report



From: February 01, 2023 To: February 28, 2023

WP	PARKING ENFORCEMENT	19
	PATROL ASSIST FIRE	8
	RECKLESS DRIVER	2
	REPOSSESSION	4
	SCAM COMPLAINT	2
	SPECIAL ASSIGNMENT	10
	SUBJECT STOP	8
	SUSPICIOUS ACTIVITY	8
	SUSPICIOUS VEHICLE	18
	TAVERN CHECK	8
	THEFT	1
	THREATS COMPLAINT	1
	TRAFFIC ENFORCEMENT	1
	TRAFFIC PROBLEM	6
	TRAFFIC STOP	145
	TRESPASSING	5
	WARRANT OTHER AGENCY	2
	WEATHER RELATED INFO	1
	Total	920
Total		920



Waupun Fire Department

16 E. Main Street Waupun, WI 53963

Non-emergency Number: 920-324-7910

B.J. DeMaa, Chief
bjdema@waupunpd.org

Monthly Report

Date: March 8, 2023
 To: Mayor, Council, City Administrator, and PFC
 From: Fire Chief, B.J. DeMaa
 Re: February report

Fire Calls:

There were twelve (12) fire & rescue calls in the month of February for a total of twenty-four (24) year-to-date. EMRs ran a total of forty-five (45) medical calls in the month of January for a total of ninety-three (93) year-to-date.

Average Fire Personnel Response (excluding mutual aid & shift calls):		
	Avg # of Responders	% of Total Department
4A – 8P	8.7	33%
8P – 4A	8.0	31%

* Current roster is 26 members.

** National Institute of Standards and Technology (NIST) recommends no less than 18 firefighters for offensive fire attack at structure fire.

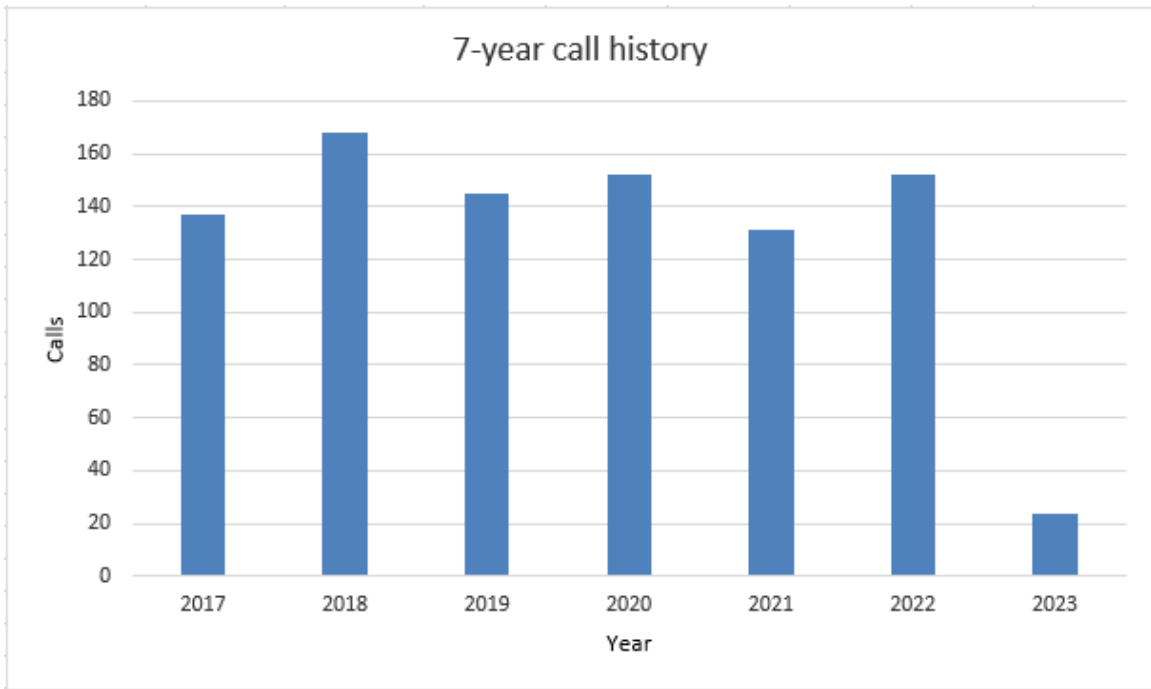
RED = below recommended industry best practices

GREEN = meets industry best practices

Average Fire Personnel Response (excluding mutual aid & shift calls) YTD:												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
4A – 8P	9.0	8.7										
8P – 4A	9.0	8.0										

Notes:

- 0 mutual aid calls for the month
- Staffing:
 - o Firefighters: 26 (can go up to 33)
 - o EMRs: 10 (can go up to 15)
- Response numbers suggest staffing is a 24/7 issue.



EMR Call Summary:

Emergency Medical Responder Calls YTD:												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
48	45											93

Notes:

- **Total calls EMRs first on scene – 14 (31%)**
- **Avg. arrival time before contracted service – 2.1 minutes (does not include mutual aid calls)**
- **Mutual aid requests by Lifestar – 0**
- **Calls covered by Fire Chief/Assistant Fire Chief during work day – 5 (11%)**
- **Calls covered by other EMRS w/ daytime availability – 16 (36%)**
- **Shift calls – 24 (53%)**
- **Calls not covered by EMRs for the month – 0**

2023 Fire Department Strategic Initiatives Update:

#1 – Implement grant programs to strengthen ambulance response:	
Healthcare Infrastructure Grant progress	In progress
EMS Flex Grant progress	In progress

#2 – Complete staffing study for fire and EMR to form recommendations for sustainable emergency response model:	
Work with contractor on study	Finalizing scope of work proposal

#3 – Command Staff restructuring to balance call response and workload:	
Work with existing staff on structure	
Post vacancies	
Fill vacancies and train	

#4 – Determine need for public safety referendum and timing:	
Dependent on staffing study and other inputs	

#5 – Conclude fire consolidation discussions with townships and define long-term strategy for cost containment by Q1 of 2022:	
Set meeting with townships	On hold – staff capacity
Discuss long-term strategies	On hold – staff capacity

#6 – Establish baseline schedule and process for Lexipol policy implementation:	
Put together schedule for policy edits	
Put together schedule for policy releases	

#7 – Integrate EMI AAR into overall Emergency Response Plan (Emergency Mgmt.):	
Resolve and implement identified gaps in program	

Legend:
On track to meet deadline or already completed.
Project is trending behind schedule.
Project will not meet established timeline or no work completed.

LIBRARY	MONTHLY REPORT TO COMMON COUNCIL March 2023
Subject	Summary
Statistics	Through the end of January, the library circulated/downloaded/loaned 22,557 items, and 7,975 people walked through our doors.
Universal Class	Universal Class database is now available at the library. The database of classes can be found on the library website under Online Resources.
Hoopla	Hoopla is now available at our library, and the link can be found on the home page of our website.
County billing	With the completion of our State Annual Report, we have billed Columbia and Dodge counties for service to their county residents. This annual billing is for reimbursement of actual cost of service. For Fond du Lac and Green Lake counties, Winnefox Library System bills those two counties on our behalf.
Interns	We have filled our two intern positions for 2023, and both will start in May.
National Library Week	2023 National Library Week is April 23 – 29.

RECREATION DEPARTMENT	MONTHLY REPORT TO COMMON COUNCIL MARCH 14, 2023	
Activity/Project	Status	Notes/Other
Senior Center Attendance – February	950 participants signed in Average daily attendance - 56 participants	Open 17 days. Closed at noon on 2/9 due to weather. Closed at noon on 2/14 due to staff illness. Closed due to weather on 2/22 and 2/23. Average daily attendance using fitness center machines – 14 participants
Senior Center Rentals – February	0 rentals	2 rentals in February 2022
Senior Center Meals – February	92 curbside/indoor dining meals 275 mobile meals	Average daily attendance curbside meals/indoor dining – 5 meals Average daily attendance mobile meals – 16 meals
Senior Center Special Activities/Events – February	Indoor Games – Bean Bag Toss, Shuffleboard, Darts, Wii Bowling	
Upcoming Senior Center Special Activities/Events	March 11 – Pickleball Tournament March 17 – St. Patrick’s Day Party March 21 – Learn about SPARK! March 31 – Indoor Mini Golf	

DATE: March 14, 2023			
Project	Status		Other
2023 Sidewalk program letters will be sent out this week.	This letter will inform the property owner of sidewalk defects. It will also let them know the estimate to repair if the city contractor does the work and if they chose to have this done on their own when that date is.		
Wilson Dr. and Shaler Dr. extension project bids have been received	After approval of the bidder at the council meeting we will setup a pre-con meeting. We are anticipating this project to start in April		
ARPA Projects	Working on gathering updated project estimates		
New Senior Center Grant	Staff continues to meet with Cedar Corp. We did take a look at another facility to see if the gym floor they have would work for us. The flooring did look good and has held up well for over 20 years		
Working with MSA on storm water compliance	We continue to review ordinances and reporting requirements for the DNR as we will not meet the October 31 st date. We do have are approved plan for constructing a pond every 5 years.		
MSA is working on a UNPS planning grant for storm water	If awarded this grant would help us define more accurate locations for future storm water ponds and update our 2017 master plan		
Code enforcement Public Works for the last month	11 active cases 6 Pending 5 Compliant		
Staff projects	Picnic table repairs, add gravel to the end of Shaler Dr., remove concrete and fill in hole where house was removed at 1357 S. Watertown St., patch streets, plow snow and building repairs		
Bayberry Lane	Weather permitting this project should start in April		



TO: Waupun Utilities Commissioners
FROM: Steve Brooks, General Manager
DATE: March 13, 2023
SUBJECT: General Manager Report

Electric Department Update:

Call-Ins

- On February 16th, a car hit a street light pole in the 300 block of Carrington St. A crew was called in to de-energize the line and clean up the pole.
- On March 1st at 6:30 am, an electric meter reported no utility power on the 100 block of N Madison St. Crew inspected the electric service, replaced bad connectors and restored power at 7:30 am.

Line Clearance

- The electric department continues line clearance work on the distribution system. We anticipate line clearance to be complete the first week in April.

Veterans Memorial Field

- The Waupun Area School District is replacing aging electrical infrastructure at Veterans Memorial Field. Waupun Utilities crew worked with Central Cable to install new conduits under Jackson St. The conduits will be used to install a new 3 phase 400 Amp 277/480 Volt electric service later this summer.

MEUW JT&S Training

- The electric department training focused on troubleshooting using real life examples working on MEUW's URD training trailer. The instructor has the ability to set up different scenarios including misidentified cable, open circuits, and cables not phasing in. The instructor worked with the crews to troubleshoot and focus on safe work practices.

General Manager Update:

American Public Power Association Legislative Rally

- Mayor Rohn Bishop and I participated in the APPA Legislative Rally in Washington D.C. February 27th - March 1st. This year's rally was well attended with 55 Wisconsin public power communities and several others from all over the country.

- We met with Congressman Glenn Grothman, Senator Ron Johnson, and Senator Tammy Baldwin to discuss key topics affecting Public Power communities. Topics included: Strengthen partnerships for a secure grid; Alleviate the supply chain crisis; Enact energy permitting reform; Protect communities and honor federal commitments; and Public Power reducing its CO2 Emissions to address climate change.

Temporary Employee and Office Hours

- With two employees in the same department requesting extended time off with dates that overlap, operational changes are necessary to maintain operations and provide quality customer service with minimal staff. We will utilize a temporary, part time employee to help with the added workload for staff during that time. Additionally, from Memorial Day to Labor Day, office hours will change to 7:00 am - 4:00 pm Monday - Thursday and 7:00 am - 11:00 am on Friday.

Waupun Utilities Scholarship

- The 2023 scholarship information is available on our website. Applications are due by April 6, 2023. We have communicated with area guidance counselors notifying them that we are currently accepting scholarship applications and have requested that they share our information with senior students. We will periodically be promoting the scholarship information on our Facebook page.

This concludes my report for March 2023. Please contact me at 324-7920 or sbrooks@waupunutilities.org with any questions or concerns.



TO: Waupun Utilities Commissioners
FROM: Steve Schramm
DATE: March 7, 2023
SUBJECT: Monthly Operation Report

Water Treatment Facility:

There are no call-ins to report this month.

Staff has completed all annual preventative maintenance on High lift and RO booster pumps.

Decommissioning and refurbishing of Well # 1 structure is complete. In the interim, ABNR glass tubes will be stored in the building.

Wastewater Treatment Facility:

There are no call-ins to report this month.

Staff has completed owner training on HVAC, Permeate pumps, CO₂, and Ammonia equipment.

Staff continues assisting Enhanced Automation and Ruckert Mielke with I/O checkout and control verification during the transitioning from existing processors and control schemes to the new systems.

Water/Sewer Crew:

There are no call-ins to report this month.

There was one water main break this past month. Details are as follows:

- The break was a radial crack on a 6-inch main, located at State and Lincoln, leaking approximately 209 gallons per minute for 3 hours, totaling 37,000 gallons.

Staff has completed large meter verification for 2023. All meters are within accuracy parameters, as set forth by the PSC.

Staff has completed televising sanitary Basin H and Basin I. Televising sanitary basins is the most effective methods to inspect the internal condition of a sanitary sewer. The main purpose of these inspections is to determine the condition of the pipe and if any blockages are present that may require cleaning, replacement or a repair may be necessary.

This concludes my report. Please do not hesitate to contact me with your questions or concerns at 324-7920 or sschramm@wppienergy.org.



TO: Waupun Utilities Commissioners
FROM: Jeff Stanek, CPA, Finance Director
DATE: March 13, 2023
SUBJECT: January 2023 Financial Report

CONSTRUCTION AND PLANT ADDITIONS

Construction for all three utilities was minimal as is typical for the winter months. Electric crews work on maintenance projects such as tree trimming and the water/sewer crews work on televising mains to identify failing infrastructure. Construction at the WWTP continues with monthly Disbursement Requests processed through the USDA.

MONTHLY OPERATING RESULTS – January 2023 Monthly and Year-To-Date (YTD)

Sales

Electric

- Monthly kWh sales were **2.0% lower** than January 2022 on lower sales to Residential customers.

Water

- Monthly sales units of 100 cubic feet were **2.8% higher** than January 2022 sales on higher sales to Multi-Family, Commercial and Industrial customers.

Sewer

- Monthly sales units of 100 cubic feet were **21.4% higher** than January 2022 sales from increased volumes to public authority customers.

Income Statement

Electric

- Operating income was \$66,000 in January 2023 compared to \$62,400 in January 2022.
- Net income was \$86,100 in January 2023 compared to \$102,100 in January 2022.

Water

- Operating income was \$67,600 in January 2023 compared to \$76,300 in January 2022.
- Net income was \$66,000 in January 2023 compared to \$62,400 in January 2022.

Sewer

- Operating income was \$69,400 in January 2023 compared to \$9,100 in January 2022.
- Net income was \$56,300 in January 2023 compared to a loss of (\$19,200) in January 2022.

Balance Sheets

Electric

- Balance sheet *increased* \$60,000 from December 2022 due to an increase in collections from billable customer work from the prior year.
- Unrestricted cash remained relatively unchanged from the December 2022.

Water

- Balance sheet *increased* \$107,300 from December 2022 largely due to lower operating expenses.
- Unrestricted cash increased \$59,200 from the December 2022.

Sewer

- Balance sheet *decreased* \$1,254,300 from December 2022 as a result of the timing of payables and receivables associated with the WWTF upgrade and USDA reimbursements.
- Unrestricted cash *decreased* \$54,000 primarily from the timing of outstanding payables due to vendors and monthly debt redemption funding.

Cash and Investments

The monthly metrics dashboard for cash and investments provide a monthly comparison of cash and investment balances, and graphs that present long-term investments by maturity, type, and rating.

- Total cash and investments *increased* \$190,700 or **2.0%** from December 2022 primarily from slightly higher sales in the water and sewer utilities.
- Received interest and distributions of \$6,500 and recorded an unrealized *positive* market adjustment of \$10,300, along with \$500 in management fees, resulting in a net portfolio *gain* of \$16,300 for the month.
- Total interest and investment income earned on all accounts for the month was \$27,800.

OTHER FINANCIAL MATTERS

WWTP Upgrade – Construction Update and Progress

Listed below is a summary of the costs incurred and paid for with USDA loan proceeds requested to date:

Total Project Budget (<i>As of 4/14/2022</i>):	\$ 37,508,000
Total Project Costs to Date (<i>Thru 3/9/2023</i>):	\$ 32,923,298
Loan Draws – Project to Date (<i>Thru 3/9/2023</i>):	\$ 27,807,000
Grants Provided (<i>Thru 3/9/2023</i>):	\$ 4,980,000
Disburse Request #22,23 Requested (<i>3/9/2023</i>):	\$ 795,000
Disburse Request #22,23 – Paid (<i>2/15/2023</i>):	\$ 795,000

Electric Disconnection Moratorium Ends April 15, 2023

The electric utility is permitted to resume electric service disconnections effective April 15, 2023 per Wisconsin State Statutes and PSCW operating rules. Any customers meeting the disconnection criteria could be disconnected as of April 19, 2023.

Test Year 2023 Electric Rate Case

Utility staff is working with WPPI to conduct an electric rate review for the 2023 Test Year. Current electric rates were approved effective September 2016 utilizing financial data from 2015. A rate review is necessary to determine the adequacy of our rate design within the current economic climate. Rate study results and submission to the PSC is anticipated in the 2nd quarter of 2023.

Credit Card Payment Processing Fees

The utility currently accepts multiple different forms of payment from customers to pay their utility bills. Since Waupun Utilities began utilizing an external vendor to process payments in 2010, the Utilities has been absorbing all processing fees from 3rd party service providers as a convenience to our customers. The total fees paid by the Utilities has steadily increased every year with total fees paid in 2022 of \$45,000. These fees are **NOT** built into our current rate design and are not recovered through rates due to PSCW restrictions. As a result, the Utilities we begin passing some of these fees to customers as many of our peer utilities have done in recent years. Customers will still have options to process payments at no cost to them.

This concludes my report. Please do not hesitate to contact me at 324-7920 or jstanek@waupunutilities.org with any questions or comments.

Administrative Report for February 2023

Prepared by K Schlieve, 3/8/23

Personnel

- Completed analysis on police staffing. Approval granted to hire an 18th training position. Conditional offer accepted with plans for individual to begin employment in June with the start of the police academy.
- Work underway on succession planning with all department heads.
- CVMIC work plan meeting completed.
- Evaluated providers to assist with fire and ems staffing evaluation with recommendation coming to Council.

ARPA/Policy:

- Staff have prioritized ARPA projects from January workshop discussion. Next discussion planned for March COW.
- Attended a Workforce Housing Accelerator Summit. WI is experiencing a significant shortage of affordable housing. Waupun inventory remains very low. We are in discussion at the county and with Envision Greater Fond du Lac on ways collaboration could be increased to help improve this situation.

Grants Work:

- Senior Center: Expect final designs April 2023 with bid submittals initiated shortly thereafter. Significant progress has been made on the facility-operating plan and work is under way on policies to support center operations. We have obtained a verbal commitment from the Food Pantry Board for a long-term lease agreement. We have met with REACH Waupun and their board is discussing terms of the proposed agreement.
- Vibrant Spaces Grant was submitted to WEDC for the creation of a food truck alley to be located east of \$47K Stone + Suede. Match requirement will come from TID 3 if awarded.
- Stone & Suede CDI Grant closed and final reporting completed. The City and the developer are eligible for full reimbursement.
- Nomination for a Main Street award for the redevelopment of 417 E Main (Stone + Suede) project. Award ceremony will be held April 21 in La Crosse and the City will have a table at the event.
- We are framing up a grant application for the AARP Community Challenge Grant to continue to advance the Vibrant Spaces green space work downtown. Applications due March 15, 2023.
- Bid for demonstration ambulance was accepted and order is in process under the Healthcare Flex Grant.
- BIL Grant: Working on submitting a grant for Wilcox Street repairs.

Administration:

- Planning continues to support a strategic planning process. We will overview the process at the March COW.
- Meetings in process to explore a possible partnership with WASD and other public entities to help control health insurance costs.
- Work is underway on debt issuance for TID 9 (industrial park and Heritage Ridge Business Park) infrastructure.