

# A G E N D A CITY OF WAUPUN COMMITTEE OF THE WHOLE Waupun City Hall – 201 E. Main Street, Waupun WI Tuesday, August 27, 2024 at 5:30 PM

#### **VIRTUAL AND TELECONFERENCE ACCESS AVAILABLE**

Join Virtually:https://us02web.zoom.us/j/81751337789?pwd=R2V6MDhuMUthSGNsd1QvYjRybWJ1QT09

Join Teleconference: 1 312 626 6799

Meeting ID: 817 5133 7789 Passcode: 746846

#### **CALL TO ORDER**

#### **ROLL CALL**

#### **CONSIDERATION - ACTION**

- 1. Certified Survey Map for 1001 E Main Street, Waupun
- 2. Replacement or Repair of Aquatic Center Heater
- 3. Quote for Slope Mower
- Purchase of Interior Donor and Wall Signage for Waupun Senior/Community Center
- 5. Purchase of Exterior Wayfaring Signage for Waupun Senior/Community Center
- 6. Future Meetings & Gatherings, License and Permit Applications, Expenses

#### **DISCUSSION-INFORMATIONAL**

7. 2025 Budget Review

#### **ORDINANCES**

- 8. Keeping of Chickens Ordinance (First Reading)
- 9. Ordinance to amend Ch. 11.02 Peddlers, Solicitors, and Transient Merchants and create 11.025 Mobile Food Vehicle Vendors (First Reading)
- 10. Vacant Building Registration and Maintenance Ordinance (Discussion only)
- 11. Ordinance Pipeline

#### **CLOSED SESSION**

The Waupun Committee of the Whole will adjourn in closed session under Section 19.85 (1) (e) 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.
- 12. Negotiation to Invest Public Funds for Land Purchase to Expand Waupun Industrial Park

RECONVENE TO OPEN SESSION (Section 19.85(2) of the WI Statutes)

#### **ACTION FROM CLOSED SESSION**

#### **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**

TITLE: Certified Survey Map for 1001 E Main

Street, Waupun

**MEETING DATE:** 8/27/24

AGENDA SECTION:

**CONSIDERATION-ACTION** 

PRESENTER: Kathy Schlieve, City

Administrator

DEPARMTENT GOAL(S) SUPPORTED (if applicable)	FISCAL IMPACT	
Economic Vitality		

#### **ISSUE SUMMARY**

The attached CSM was approved by the Plan Commission on Wednesday, 8/21, and is recommended for your final approval. The CSM combines two lots (Subway and Mobile) at 1001 E Main as a step in preparing for Kwik Trip to build a larger convenience store and car wash on that site.

#### STAFF RECOMMENDATION:

Approve based on recommendation of the Plan Commission

#### **ATTACHMENTS:**

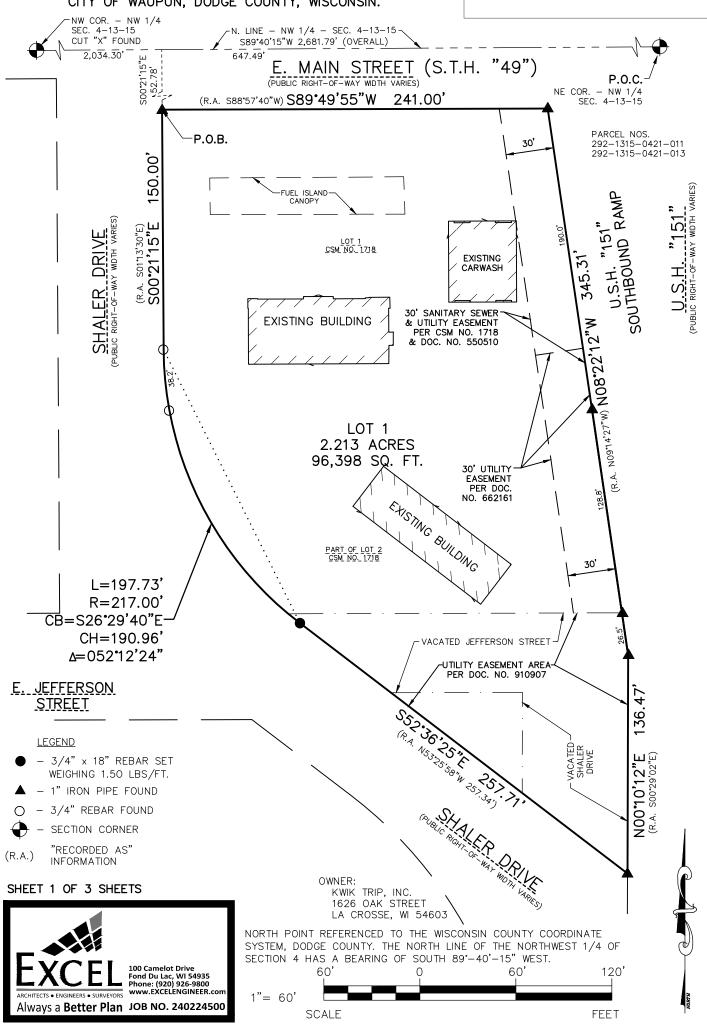
Certified Survey Map

#### **RECOMMENDED MOTION:**

Motion to approve the CSM for 1001 E Main Street as recommended by the Waupun Plan Commission

# CERTIFIED SURVEY MAP NO.

KWIK TRIP, INC.
LOT 1 & PART OF LOT 2, CSM NO. 1718 & PART OF VACATED
JEFFERSON STREET & SHALER DRIVE, BEING PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 4, TOWNSHIP 13 NORTH, RANGE 15 EAST, CITY OF WAUPUN, DODGE COUNTY, WISCONSIN.



## CERTIFIED SURVEY MAP NO.

LOT 1 & PART OF LOT 2, CSM NO. 1718 & PART OF VACATED JEFFERSON STREET & SHALER DRIVE, BEING PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 4, TOWNSHIP 13 NORTH, RANGE 15 EAST, CITY OF WAUPUN, DODGE COUNTY, WISCONSIN.

#### **SURVEYOR'S CERTIFICATE**

I, Ryan Wilgreen, Professional Land Surveyor, hereby certify:

That I have surveyed, divided and mapped a parcel of land described below.

That I have made such Certified Survey under the direction of Kwik Trip, Inc. bounded and described as follows:

Lot 1 and part of Lot 2 of Certified Survey Map No. 1718, recorded in Volume 11 of Certified Survey Maps on Page 219 in the Dodge County Register of Deeds Office as Document No. 670490 and part of vacated Jefferson Street and vacated Shaler Drive, being part of the Northeast 1/4 of the Northwest 1/4 of Section 4, Township 13 North, Range 15 East, City of Waupun, Dodge County, Wisconsin being more particularly described as follows:

Commencing at Northeast corner of the Northwest 1/4 of said Section 4; thence South 89°-40'-15" West along the North line of said Northwest 1/4, a distance of 647.49 feet to the Northerly extension of the East right-of-way line of Shaler Drive; thence South 00°-21'-15" East along said Northerly extension, a distance of 52.78 feet to the Northwest corner of said Lot 1, said point being the point of beginning; thence continuing South 00°-21'-15" East along said East line, a distance of 150.00 feet; thence Southeasterly 197.73 feet along the Northeasterly right-of-way line of Shaler Drive on a curve to the left having a radius of 217.00 feet, the chord of said curve bears South 26°-29'-40" East, a chord distance of 190.96 feet; thence South 52°-36'-25" East along said Northeasterly line, a distance of 257.71 feet to the Westerly right-of-way line of U.S.H. "151"; thence North 00°-10'-12" East along said Westerly line, a distance of 345.31 feet to the South right-of-way line of S.T.H. "49"; thence South 89°-49'-55" West along said South line, a distance of 241.00 feet to the point of beginning and containing 2.213 acres (96,398 sq. ft.) of land more or less.

That such is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes and the Subdivision Ordinance of the City of Waupun in surveying, dividing and mapping the same.

Ryan Wilgreen, P.L.S. No. S-2647 ryan.w@excelengineer.com
Excel Engineering, Inc.
Fond du Lac, Wisconsin 54935

Project Number: 240224500

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

LOT 1 & PART OF LOT 2, CSM NO. 1718 & PART OF VACATED JEFFERSON STREET & SHALER DRIVE, BEING PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 4, TOWNSHIP 13 NORTH, RANGE 15 EAST, CITY OF WAUPUN, DODGE COUNTY, WISCONSIN.

## **OWNER'S CERTIFICATE**

Kwik Trip, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this map to be surveyed, divided and mapped as represented on this map. Kwik Trip, Inc. does further certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

1. City of Waupun				
WITNESS the hand and seal of sai	id owner this	day of _		, 20
Kwik Trip, Inc.				
(Print) (Title)				
STATE OF )				
COUNTY )SS				
Personally came before me this	day of		20, the	above named
to me known acknowledged the same.				
				County,
	My Con	nmission Ex	cpires:	
CERTIF	ICATE OF THE CIT	ΓΥ OF WAL	JPUN	
This certified survey map in the City of War	upun, is hereby app	proved by th	ne City of Wa	aupun Plan
Commission this day of	, 20	_•		
Chairperson				
This certified survey map in the City of War	upun, is hereby app	proved by th	ne	
City of Waupun Common Council this	day of		, 20	
Chairperson				



# AGENDA SUMMARY SHEET

MEETING DATE: 8/27/24

TITLE: Replacement or Repair of Aquatic Center

Heater

AGENDA SECTION:

**CONSIDERATION-ACTION** 

PRESENTER: Jeff Daane, Director of Public

Works

DEPARMTENT GOAL(S) SUPPORTED (if applicable)	FISCAL IMPACT	
Public Infrastructure	\$25,000 to \$95,000	

#### **ISSUE SUMMARY**

In early August, the pool heater failed. The current heater is ten years old. The estimated cost to repair is \$25,000. The attached quote is for full replacement but would provide two new heaters to offer some redundancy. Because there is no redundancy with the current design, water temperatures cooled during the month of August while the pool was open and we received a number of resident complaints. Cost for full replacement would exceed \$89,000, plus cost of gas piping.

#### STAFF RECCOMENDATION:

Discuss and provide direction specific to repair or full replacement so that staff can adjust the capital plan

#### **ATTACHMENTS:**

Neuman Pool Quote

RECOMMENDED MOTION:		



#### SERVICE CONTRACT

Date: 8/16/2024

Site Address: City of Waupun

201 E Main Street Waupun, WI 53963

Attn: Jeff Daane Phone: (920) 210-8200

Email: jeff@cityofwaupun.org

#### **SCOPE OF SERVICES:**

#### Replacement of the pool heater

- Removal of the existing Raypak P-4001 natural gas pool heater
- Installation of a Lochinvar CopperFin2 heater rack
- Installation of (2) new Lochinvar CPN2072 natural gas pool heaters
- Piping modifications to accept the new heaters
- Commissioning of the new heaters
- Training on the operation of the new heaters
- Travel, materials, and installation

Gas piping, venting and electrical modifications will be required which must be completed by licensed mechanical and electrical contractors and is not included in this contract.

ni	iti	ia				

#### **NOTES:**

• If any further repairs are required, they will be billed additionally.

#### **PRICING – VALID FOR 30 DAYS**

Price: \$ 89,241.34 <u>Tax:</u> \$ EXEMPT Total: \$ 89,241.34

#### **PAYMENT TERMS**

50% initial payment and 50% due upon completion

#### **SIGNATURES**

Owner has read and understands the payment terms, conditions, and lien rights.

Neuman Pools, Inc.	Owner
Signature:	Signature:
Jeff Gruszynski – Service Manager	Print Name / Title:
Date:	Date:

As required by Wisconsin Construction Lien Law, NEUMAN POOLS, INC. hereby notifies the Owner that persons or companies furnishing labor or materials for construction on Owner's land may have lien rights on Owner's land and buildings, if not paid. Those entitled to lien rights, in addition to NEUMAN POOLS, INC., are those who contract directly with the Owner, or those who give the Owner notice within 60 days after they first furnish labor or materials for the construction improvement. Accordingly, Owner probably will receive notices from those who furnish labor or materials for the construction improvement and should give a copy of each notice received to his mortgage lender, if any. NEUMAN POOLS agrees to cooperate with the Owner and their lender, if any, to see that all potential lien claims are duly paid.

#### **SALES TERMS AND CONDITIONS**

Terms and Conditions. These terms and conditions shall apply to all orders or transactions entered into by and between the buyer listed on this order ("Buyer") and Neuman Pools, Inc. ("NPI"). NPI will accept orders, sell Products and Services (defined below), and do business only on these terms and conditions. These terms and conditions, the terms and conditions on the first page of this order and any NPI quotation accepted by Buyer, shall be collectively referred to hereinafter as the "Agreement." As used herein, "Products and Services" shall mean all items being sold by NPI to Buyer, whether materials, products to be manufactured or delivered, services to be rendered or any combination thereof. NPI's acceptance of Buyer's order is expressly conditioned on Buyer's unqualified acceptance of the Agreement. Buyer, upon placing an order for the purchase of Products and Services shall be deemed to have accepted all the terms and conditions of the Agreement without modification. Buyer may also accept an order in writing or electronically. Unless otherwise agreed to in a writing signed by NPI, any term or condition contained in any Buyer purchase order or other form or correspondence that purports to add to or is in any way inconsistent with the Agreement shall be inapplicable and of no force or effect whatsoever.

**Time of Delivery.** NPI shall use commercially reasonable efforts to fill Buyer's orders within the time stated but in no event shall NPI be liable for any damages associated with NPI's inability to meet any such timeframes or deadlines.

**Price; Taxes.** Unless otherwise stipulated, all prices stated in NPI's quotations shall be good only for a period of thirty (30) days from the date of such quotation. Thereafter, the price for Products and Services sold hereunder shall be NPI's price in effect as of the date of shipment. Unless specifically otherwise set forth in the Agreement, Buyer shall be responsible for obtaining any and all permits or other governmental approvals required in connection with the Products and Services, and prices do not include the cost of such approvals, cost of freight or handling, cost or charges for insurance or any production, sales, use, transfer, transportation, excise or other taxes, tariffs, or customs duties, or costs arising from unforeseen, concealed or unusual conditions or circumstances, and Buyer shall pay directly or be charged by NPI for all such costs and/or charges in addition to the price(s) of the Products and Services supplied hereunder and Purchaser shall be obligated to pay such charges and costs on the same terms as apply to payment of the price(s) hereunder. NPI may make partial shipments.

**Shipment; Payments.** As applicable, all materials and products shall be shipped F.O.B. NPI's plant, unless otherwise agreed. Risk of loss and title to Products and Services shall pass to Buyer upon performance of the services and delivery of the material or products to the carrier for shipment. Payment of each invoice shall be due, without deduction or setoff, within thirty (30) days of the invoice date. Interest of 1.5% per month will be added to all amounts outstanding more than thirty (30) days.

**Specifications.** NPI may make any change in design of, or in the way it manufactures or produces, any Product if, in NPI's sole judgment, such changes are necessary or desirable to improve the safety or performance of such Product.

**Cancellation.** Buyer may not cancel orders placed with NPI, except with NPI's prior written consent and then only if Buyer makes payment to NPI to indemnify it against all loss and damage incurred by NPI on account of such cancellation.

**Inspection.** Buyer shall inspect all Products and Services within ten (10) days after receipt thereof and shall notify NPI of any rejection of such Products and Services within such ten (10) day period, after which Buyer shall be deemed to have accepted such Products and Services. **Security Interest.** Buyer hereby grants to NPI and NPI hereby retains a security interest in all materials and products sold hereunder and all accessories and additions thereto, whether presently upon Buyer's premises or hereafter acquired, and all proceeds from the sale or other



disposition of the foregoing. Buyer hereby authorizes NPI and its agents to file any financing statements and other documents necessary to create, perfect and maintain the perfection of the security interest granted hereunder

LIMITED WARRANTY. NPI warrants to Buyer that (a) at the time of delivery, the Products and Services shall conform to the written specifications approved by NPI for such Products and Services; and (b) the Products and Services shall be free from defects in material and workmanship. THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ANY AND ALL OTHER EXPRESS, STATUTORY OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. NO WARRANTY IS MADE WHICH EXTENDS BEYOND THAT WHICH IS EXPRESSLY CONTAINED HEREIN.

**Inspection and Return under Warranty.** Buyer must give written notice to NPI of any suspected defect in the Products and Services within the above-described inspection period; otherwise, Buyer will be deemed to have accepted such Products and Services. Buyer must obtain a return authorization from NPI prior to returning any materials or products for warranty service under this Section. Buyer shall be responsible for all costs and expenses associated with returning the materials or products to NPI for warranty service. NPI reserves the right to apply a restocking charge of 35% of the purchase price of the returned goods, plus freight charges to all returns.

LIMITATION OF LIABILITY. THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE AND, IN ANY EVENT, THE TOTAL AGGREGATE LIABILITY OF NPI WITH RESPECT TO ANY CLAIMS UNDER THE AGREEMENT OR REGARDING THE EQUIPMENT, SERVICES, WORK, SPARE OR REPLACEMENT PARTS AND SERVICES INCIDENTAL THERETO AS FURNISHED HEREUNDER, WHETHER BASED IN CONTRACT, INDEMNITY, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID FOR THE PRODUCTS AND SERVICES UPON WHICH ANY SUCH CLAIM IS BASED. IN NO EVENT SHALL NPI BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES ARISING FROM ANY CAUSE WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, WARRANTY OR ANY OTHER THEORY OF LIABILITY.

**Indemnification.** Buyer shall defend, indemnify and hold NPI and its officers, directors, shareholders, affiliated companies, employees, agents and representatives harmless against any claims, losses, damages, liabilities or expenses (including, without limitation, reasonable attorneys' fees and other costs and expenses of litigation) resulting from or otherwise connected with any of the following: (a) bodily injury, death or property damage caused by Buyer's or its agents' acts or omissions with respect to the Products and Services; or (b) any design, specification, material or component supplied or approved by Buyer for the design, manufacture, installation, repair or services in connection with the Products and Services.

Intellectual Property Rights. NPI shall retain all intellectual property rights in and to the Products and Services, including, without limitation, any rights under patents as well as any unpatented information such as trade secrets, confidential information, trademarks, trade dress or copyrights. Nothing in the Agreement shall be deemed or construed to be a transfer or license of any of NPI's intellectual property. Buyer shall obtain rights to such intellectual property only to the extent that NPI may grant such rights in writing.

Force Majeure; Remedies; Limitation of Actions. NPI shall not be liable for any delay in the performance of the Agreement by reason of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, telecommunications outages, acts of God, war, terrorism, governmental action or any other cause which is beyond the reasonable control of NPI. In the event of any such delay, NPI's performance hereunder shall be postponed by such length of time as may be reasonably necessary to compensate for the delay. Each of the rights and remedies of NPI under the Agreement is cumulative and in addition to any other or further remedies provided under the Agreement or at law or equity. Any action by Buyer for any loss or damage with respect to the Agreement shall be commenced within one (1) year from the earlier of the date of: initial operation, substantial completion, last date of services or date of shipment, as applicable.

**Miscellaneous.** If any court of competent jurisdiction determines that any provision of the Agreement is invalid or unenforceable, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect to the intent of the parties expressed in the Agreement. Buyer may not assign any of its rights, duties or obligations under the Agreement without NPI's prior written consent. The rights of all parties hereunder and the construction of every provision hereof shall be governed by the laws of the State of Wisconsin, without giving affect to principles of conflicts of law. The parties agree that any action arising out of the Agreement or in connection with the goods covered hereunder shall be brought in the federal, state or local court located in or otherwise having jurisdiction over Dodge County in the State of Wisconsin and the parties hereby consent to personal jurisdiction in such courts and waive any objection based on jurisdiction or venue of any such action.





# AGENDA SUMMARY SHEET

MEETING DATE: 8/27/24 TITLE: Quote for Slope Mower

AGENDA SECTION:

**CONSIDERATION-ACTION** 

PRESENTER:

Jeff Daane, Director of Public

Works

DEPARMTENT GOAL(S) SUPPORTED (if applicable)	FISCAL IMPACT	
Public Infrastructure	\$20,649	

#### **ISSUE SUMMARY**

The proposed 2025 budget includes a slope mower that can safely mow slopes with a 25% incline. Cost is reflected in the attached quote from a Sourcewell approved vendor. The mower is needed to mitigate safety risks. The price for the slope mower will increase after October 1, 2024 (uncertain of percent increase at this time).

#### STAFF RECOMMENDATION:

Authorize the purchase now to avoid additional cost.

#### ATTACHMENTS:

Waldshmidt's Town & Country (Sourcewell) Quote

#### **RECOMMENDED MOTION:**

Motion to approve the purchase of a slope mower from Waldschmidt's Town & Country in an amount not to exceed \$20,649 and to direct staff to make necessary budget amendments, moving the purchase from the planned 2025 to the current 2024 capital budget.

WALDSCHMIDT'S TOWN & COUNTRY N94 W17937 APPLETON AVE. MENOMONEE FALLS, WI 53051 Phone #: (262)251-1400

Fax #: (262)251-1491

PHONE #: (920)324-7918 DATE: 8/14/2024
CELL #: ORDER #: 1388944
ALT. #: CUSTOMER #: 27514
P.O.#: CP: 3

TERMS: Cash LOCATION: 1
SALES TYPE: Quote STATUS: Active

**BILL TO 27514** 

WAUPUN, CITY OF 201 E. Main St. WAUPUN, WI 53963 US SHIP TO

WAUPUN, CITY OF 201 E. Main St. WAUPUN, WI 53963 US

MFR PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
ALTO 1055200	TRX766i 38.5HP EFI KAW 66" FINISH CUT (SOURCEWELL)PRICING	1	\$23,999.00	\$20,399.00	\$20,399.00
**** FREIGHT	FREIGHT	1	\$250.00	\$250.00	\$250.00

Prices reflected on this quotation are subject to change per market condition.

We appreciate the opportunity to offer you this quote.

SUBTOTAL: \$20,649.00

TAX:

\$0.00

ORDER TOTAL: \$20,649.00

Authorized By: \_\_\_\_\_



# AGENDA SUMMARY SHEET

**MEETING DATE**: 8/27/24 **TITLE**: Purchase of Interior Donor and Wall

Signage for Waupun Senior/Community

Center

AGENDA SECTION:

CONSIDERATION-ACTION

PRESENTER: Kathy Schlieve, City

Administrator

DEPARMTENT GOAL(S) SUPPORTED (if applicable)	FISCAL IMPACT	
Public Infrastructure	\$12,000	

#### **ISSUE SUMMARY**

Attached is an estimate for interior signage for the donor and entrance walls of the new facility. We have worked with several sign companies and have selected the attached as our preferred vendor based on overall design aesthetics and fit of facility. There are slight design tweaks being made to this but we are seeking approval on this estimate now so that we can continue moving forward with finalizing the facility for opening.

#### STAFF RECOMMENDATION:

Approve the quote with Signarama as presented

#### ATTACHMENTS:

Signarama Estimate and Design

#### **RECOMMENDED MOTION:**

Motion to approve the purchase of interior signage from Signarama in an amount not to exceed \$12,000 as presented.





ESTIMATE ES-F-50602

Payment Terms: Net 30

Created Date: 8/8/2024

#### **DESCRIPTION: Community Center Interior Signage**

Bill To: City of Waupun

Attn: Accounts Payable

201 E Main St Waupun, WI 53963

US

Pickup At: Signarama

N5528 Miranda Way Fond du Lac, WI 54937

US

Requested By: Kathy Schlieve Email: kathy@cityofwaupunwi.gov Work Phone: (920) 324-7912 Cell Phone: (920) 324-7912 Salesperson: Andy Wapneski Email: Andy@Signarama-FDL.com Work Phone: 920.921.7181

PRC	DDUCTS	QTY	UNIT PRICE	TAXABLE	TOTALS
1	Interior Signage	1	\$8,946.08	\$0.00	\$8,946.08

#### Main Entrance Wall

- Size: 111.5" x 120"
- Material: IJ180, Digitally Printed
- Includes: 1/4" Acrylic information panel mounted on standoffs (60" x 24")

#### Donor Wall Wrap and Plaques

- Size: 320" x 120"
- Material: IJ180, Digitally Printed
- Includes: 1/4" Acrylic Donor panel mounted on standoffs (48" x 48")
- \*Note\* PVC Circle donors will be separate cost as to how many will be needed

#### Gym Sponsorship

- Size: 120" x 120"
- Material: 480

#### Multi-Purpose Room

- Size: 84" x 21"
- Material: 12MM PVC with Gloss Laminate
- · Mounted with Standoffs

#### Inside Kitchen Plaque

- Size: 36" x 36"
- Material: 1/4" Matte Acrylic w/First surface printed graphics
- Mounted with standoffs

Install Included on all items

#### 2 Option 1: FVS and SSM - 12mm PVC with Standoffs 1 \$1,740.93 \$0.00 \$1,740.93

#### FVS and SSM Sponsorship items

- Qty: 2
- Size: 36" x 36" FVS and 60" x 60" SSM
- Material: 12MM White PVC with Gloss Laminate

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	Install Included				
3			\$662.94	\$0.00	\$662.94
3	Option 2: FVS and SSM Decals	1	\$002.94	\$0.00	\$662.94
	<ul><li>FVS and SSM Sponsorship items</li><li>Qty: 2</li></ul>				
	• Size: 36" x 36" FVS and 60" x 60" SSM				
	Material: IJ180 Decals with Gloss Laminate				
	With Standoffs				
	Install Included				
4	PVC Donor Wall Cover Ups - 24" Circles	1	\$109.62	\$0.00	\$109.62
	Large Tier 24" Donor				
	• Size: 24"				
	Material: 6mm PVC      Throught discounts if more are and and at one times.				
	*Product discounts if more are ordered at one time*				
5	PVC Donor Wall Cover Ups - 18" Circles	1	\$68.17	\$0.00	\$68.17
	Large Tier 18" Donor				
	<ul><li>Size: 18"</li><li>Material: 6mm PVC</li></ul>				
	*Product discounts if more are ordered at one time*				
6	PVC Donor Wall Cover Ups - 12" Circles	1	\$58.40	\$0.00	\$58.40
	Large Tier 12" Donor				
	• Size: 12"				
	<ul> <li>Material: 3mm PVC</li> </ul>				
	*Product discounts if more are ordered at one time*				
7	PVC Donor Wall Cover Ups - 6" Circles	1	\$58.40	\$0.00	\$58.40
	Large Tier 6" Donor				
	• Size: 6"				
	<ul> <li>Material: 3mm PVC</li> <li>*Product discounts if more are ordered at one time*</li> </ul>				
	"Product discounts il more are ordered at one time"				+44.644.54
Pleas	e Note: The prices provided in this estimate are subject	to change	Base Subtotal:		\$11,644.54
	d on the scope of work required. We strive to offer accur	_	Subtotal: Taxable Amount:		\$11,644.54
	dditional factors or requirements may impact the final c		WI County Tax (0.5000%):		\$0.00 \$0.00
	nunicate any adjustments transparently and discuss the	-	WI State Tax Rate (5.0000%):		\$0.00
	re proceeding. Thank you for your understanding and tru	ust in our	Total Taxes:		\$0.00
servi	ces. The estimate is valid for 30 days.		Grand Total:		\$11,644.54
		_			
Sig	nature:		Date:		

#### Thank you for choosing Signarama!

With Standoffs

60" Width

Appleton: mm standard speed 739-7446

920-921-7181

City of Waupun

Address:

# programs and services through partnerships recreation, health, social, and educational The Waupun Community Center provides and programming to help residents of all ages live well. 24" Height

111.5" Width

File Name: 50602 Interior Signage

8/14/2024

Sales Rep: Andy W. Designer: Travis T. Canon Canvas Matte

eneral Sign Specifications

Substrate: 1/4" Matte Acrylic

Lamination: N/A

1st & 2nd Surface

Quantity: Surface:

\* 1/4" Matte Acrylic w/Second Surface Printed Background & First Surface Printed Lettering \* 3/4" Standoff Mounted

Community Center

120" Height

WAUPUN-

come to the

PTM - BM OC-27 Balboa Misi PTM - SW 6249 Storm Cloud

PMS 1255 C

Vector Artwork Needed From Client

Installation Included

Stud Mount

Customer Pickup

Delivery

Shipping

Adhesive Mount Standoffs



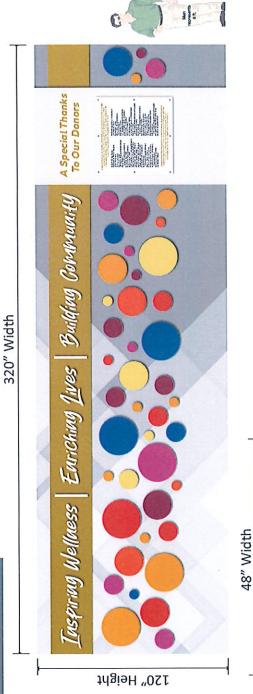


Wall Location

Wall Wraps: Produce & Install (1) Digitally Printed Wallpaper Wrap With A 1/4" Acrylic Information Panel Mounted On Standoffs

Additional Sign Specifications

Additional Details





Mid Tier 18" Donor 6mm PVC

48" Height

Small Tier 12" Donor 3mm PVC

Wall Location

Individual 6" Donor 3mm PVC

\* 1/4" Matte Acrylic w/First Surface Printed Lettering
\* 3/4" Standoff Mounted

Wall Wraps: Produce & Install (1) Digitally Printed Wallpaper Wrap With A 1/4" Acrylic Panel & PVC Donor Circles

PTM - BM OC-27 Balboa Mist PTM - SW 6249 Storm Cloud Appleton: immunimi Appleton: \$20-739-7446 Signarama Mounting Pattern Vector Artwork Needed From Client File Name: 50602 Interior Signage Canon Canvas Matte Installation Included Stud Mount Adhesive Mount Standoffs Substrate: 1/4" Matte Acrylic Delivery Surface: 1st & 2nd Surface Client: City of Waupun General Sign Specifications PMS 1255 C 8/14/2024 Sales Rep: Andy W. Designer: Travis T. Customer Pickup Lamination: N/A Shipping Quantity: Address: Version: Vinyl:

> Large Tier 24" Donor 6mm PVC

> > Wall Wraps: Produce & I Legal Proprietary Disclaimer: This Document & The In

letary To Signarama / Flyway, Inc. The Holder Needs Prior Written Consent of Signarama / Flyway Inc. To Use The Information, Disclose R To Any Third Party Or Reproduce This Document.

Signarama

City of Waupun

Address:

File Name: 50602 Interior Signage

Version:

8/14/2024

Date:

Sales Rep: Andy W. Designer: Travis T.

Lamination: 3M 8518 Gloss 3M IJ480 LX

Substrate: Brick Wall

1st Surface

Surface:

Quantity: 1

Sq Pt:

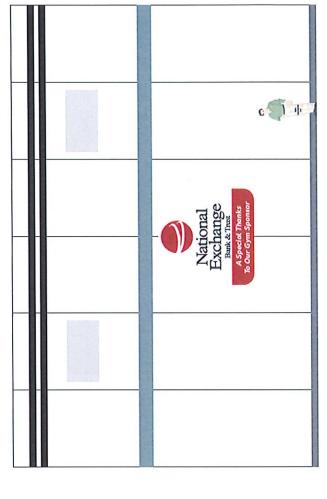
PMS 201 C

Black





Wall Location: Centered Between Center Windows On North Wall Of Gym



Placement On Wall

Mounting Pattern

Stud Mount Standoffs

Customer Pickup Adhesive Mount

Delivery

Shipping

Vector Artwork Needed From Client

Installation Included



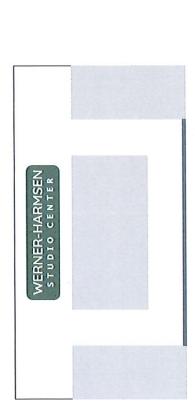
Wall Wraps: Produce & Install (1) Digitally Printed Sponsor Graphic For Concrete Gym Wall w/Gloss Lamination

sent of Signarama / Ryway Inc. To Use The Information, Disclose It To Any Third Party Or Reproduce This Document.

84" Width

# **1** ERNER-HARMSE CENTE STUDIO

21" Height

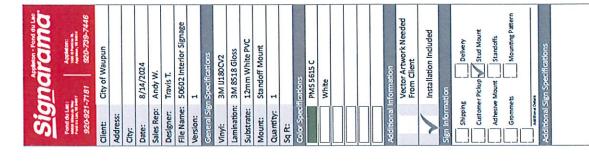


Placement On Wall



Wall Location

reary To Signarama / Plyway, Inc. The Holder Needs Prior Written Consent of Signanama / Ryway Inc. To Use The Information, Disclose it To Any Third Party Or Reproduce This Document. Interior Signage: Produce & Install (1) 12mm PVC Sign w/Standoff Mounts & Gloss Lamination



Appleton: implement in series spines, in series 920-739-7446

Clty of Waupun

Address:

File Name: 50602 Interior Signage

Version:

Vinyl:

8/14/2024

Sales Rep: Andy W. Designer: Travis T.

Substrate: Painted Drywall Lamination: 3M 8518 Gloss 3M IJ480 LX

1st Surface

Surface:

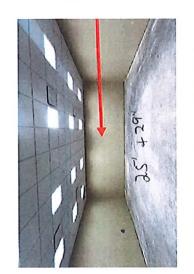
Quantity: 1

Sq Pt:

PMS 281 C

White





Wall Location: Centered On Wall

\* Additional Option For 12mm PVC w/Blind Mount



Vector Artwork Needed From Client

onal Information

Installation Included

Stud Mount Standoffs

Customer Pickup Adhesive Mount

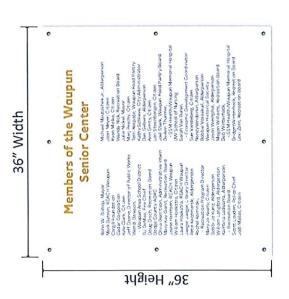
Delivery

Shipping

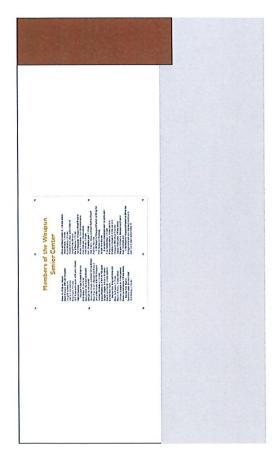
Placement On Wall

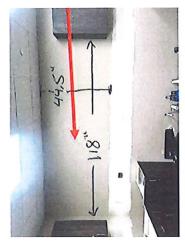


Wall Wraps: Produce & Install (1) Digitally Printed Sponsor Graphic For Fitness Center Wall w/Gloss Lamination



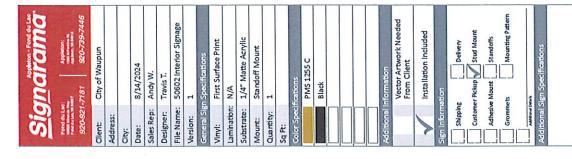
\* Names Are Placeholder Only



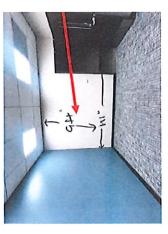


Wall Location: Centered On Wall









Wall Location: Centered On Wall

\* Additional Option For 12mm PVC w/Blind Mount

File Name: 50602 Interior Signage

Version:

8/14/2024

Sales Rep: Andy W. Travis T.

Designer:

Substrate: Painted Drywall Lamination: 3M 8518 Gloss

1st Surface

Surface:

Quantity: 1

Sq Pt:

PMS 653 C

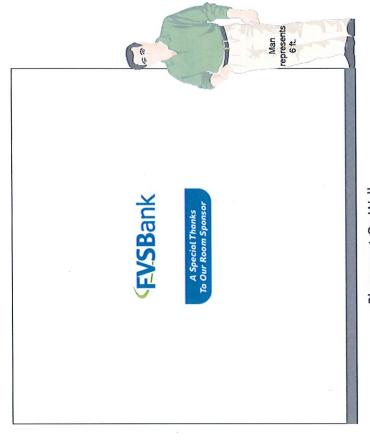
White

3M IJ480 LX

Vinyl:

City of Waupun

Address:



Vector Artwork Needed From Client

Installation Included

Stud Mount Standoffs

Customer Pickup

Shipping

Adhesive Mount

Additional Sign Specification

Placement On Wall





# AGENDA SUMMARY SHEET

TITLE: Purchase of Exterior Wayfaring Signage for

Waupun Senior/Community Center

**MEETING DATE**: 8/27/24

AGENDA SECTION:

**CONSIDERATION-ACTION** 

PRESENTER: Kathy Schlieve, City

Administrator

DEPARMTENT GOAL(S) SUPPORTED (if applicable)	FISCAL IMPACT	
Public Infrastructure	\$6,000	_

#### **ISSUE SUMMARY**

Attached is an estimate for exterior wayfaring signage for driveway placement to help direct traffic. We have worked with several sign companies and have selected the attached as our preferred vendor based on overall design aesthetics and fit of facility. There are slight design tweaks being made to this but we are seeking approval on this estimate now so that we can continue moving forward with finalizing the facility for opening.

#### STAFF RECOMMENDATION:

Approve the quote with Signarama as presented

#### ATTACHMENTS:

Signarama Estimate and Design

#### **RECOMMENDED MOTION:**

Motion to approve the purchase of exterior wayfaring signage from Signarama in an amount not to exceed \$6,000 as presented.





# **ESTIMATE** ES-F-50807

Payment Terms: Net 30

Created Date: 8/23/2024

#### DESCRIPTION: Community Center Exterior Signage - Wayfinding Signs

Bill To: City of Waupun

Attn: Accounts Payable

201 E Main St Waupun, WI 53963

US

Pickup At: Signarama

N5528 Miranda Way Fond du Lac, WI 54937

US

Requested By: Kathy Schlieve Email: kathy@cityofwaupunwi.gov Work Phone: (920) 324-7912 Cell Phone: (920) 324-7912

Salesperson: Andy Wapneski Email: Andy@Signarama-FDL.com Work Phone: 920.921.7181

PROD	DUCTS	QTY	UNIT PRICE	TAXABLE	TOTALS
1	(2) Post and Panel - Wayfinding Signage	1	\$5,912.97	\$0.00	\$5,912.97

Double Sided Post and Panel Wayfinding Signs

- Qty: 2
- Size: 36" x 24" Panels, 60" total height above ground
- Material: 2" Aluminum Posts with .125 Aluminum Panels
- Color: Dark Bronze with Reflective White Lettering

#### Install Included

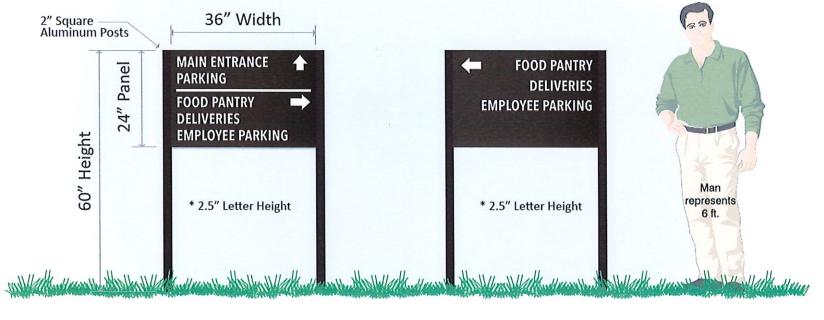
This estimate assumes installation will involve regular access, soil, and wall conditions. In the event of subsurface obstacles or obstructions in or behind walls, the parties agree to adjust the installation costs based on Signarama's additional costs. This quote does not include relocation of underground utilities if encountered or restoration of the surrounding landscaped area if disturbed by trucks. Buyer shall bring feed wires of suitable capacity and approved type to the sign's location before installation. Buyer shall provide all necessary reinforcements to the building on which the sign is installed.

2	Permit (If needed, billed at cost)	1	\$0.00	\$0.00	\$0.00
			Base Subtotal:		\$5,912.97
	se Note: The prices provided in this estimate are subject	_	Subtotal:		\$5,912.97
	d on the scope of work required. We strive to offer accur		Taxable Amount:		\$0.00
but additional factors or requirements may impact the final cost. We will			WI County Tax (0.5000%):		\$0.00
	municate any adjustments transparently and discuss the	•	WI State Tax Rate (5.0000%):		\$0.00
	before proceeding. Thank you for your understanding and trust in our services. The estimate is valid for 30 days.		Total Taxes:		\$0.00
JCIVI	ices. The estimate is valid for 50 days.		Grand Total:		\$5,912.97

Generated On: 8/23/2024 3:04 PM Page 1 of 2

Signature:	Date:

Thank you for choosing Signarama!



Side 1 Side 2

\* Copy Will Need To Be Confirmed For Sign 2

Post & Panel Signs: Produce And Install (2) Double Sided Post & Panel Signs w/Reflective White Vinyl Legal Proprietary Disclaimer: This Document & The Information, Disclose It To Any Third Party Or Reproduce This Document.

920-739-7446 920-921-7161 Client: City of Waupun Address: XXX City: XXX Date: 8/8/2024 Sales Rep: Andy W. Designer: Travis T. File Name: 50601 Post & Panels Version: Vinyl: White Reflective Panels: Painted Dark Bronze Posts: Painted Black Sides: **Double Sided** Quantity: 2 Total Sq Ft: Dark Bronze Black White Reflective Additional Information Needed Vector Artwork Needed From Client Site Survey Required Sign Area (w.h) **Building Dimensions** Electrical Access Lighting Survey Tracing Pattern Color Disclaimer: The Ink Colors Shown In This Rendering May Not Match The Actual Paint, Final Print Or Vinyl Colors That Will Be Used.



# **AGENDA SUMMARY SHEET**

MEETING DATE: 8-27-24 TITLE: Future Meetings & Gatherings, License and

Permit Applications, Expenses

**AGENDA SECTION:** CONSENT AGENDA

PRESENTER: Angela Hull, Clerk

#### **FUTURE MEETINGS**

Tuesday, September 10, 2024	Common Council	6:00PM	
Tuesday, September 24, 2024	Committee of the Whole	5:30PM	
Tuesday, October 8, 2024	Common Council	6:00PM	
Tuesday, October 29, 2024	Committee of the Whole	5:30PM	
Tuesday, November 12, 2024	Common Council	6:00PM	
Tuesday, November 26, 2024	Committee of the Whole	5:30PM	
Tuesday, December 10, 2024	Common Council	6:00PM	
Tuesday December 31, 2024	Committee of the Whole	5:30PM	Reschedule/Cancel due to Holiday

#### LICENSE/PERMIT APPLICATIONS

Operator: Kathryn Oldenburg

Temporary Operator: Luke Ganz, Meaghan Dejager

#### **EXPENSES**

Attached

#### **RECOMENDED MOTION:**

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

Report Criteria:

Report type: Summary

neck Issue Date	Check Number	Payee	Amount
08/22/2024	108275	SMA CONSTRUCTION SERVICES	286,299.70
08/22/2024	108394	AMAZON CAPITAL SERVICES	191.49
08/22/2024	108395	AIRGAS USA LLC	965.71
08/22/2024		ANDERSON SOD FARM	650.00
08/22/2024		ARMGA, BARB	308.25
08/22/2024		ARMGA, RANDY	234.00
08/22/2024		BUREAU OF CORRECTIONAL ENTER	882.56
08/22/2024	108400	BOERSON, ANN C.	171.00
08/22/2024	108401	BOSSENBROEK, GLENDA	24.00
08/22/2024	108402	· ·	281.25
08/22/2024	108403	·	189.00
08/22/2024	108404		12,327.82
08/22/2024		CAB CONSTRUCTION LLC	100.00
08/22/2024		CHARTER COMMUNICATIONS	254.97
08/22/2024		CHARTER COMMUNICATIONS	99. <del>9</del> 9
08/22/2024		CHRISTOPHERSON, DENIS	78.00
08/22/2024		CHRISTOPHERSON, KAREN	78.00
08/22/2024		CITY OF BEAVER DAM	860.00
08/22/2024		CODA, DEB	87.00
08/22/2024		CRETEX SPECIALTY PRODUCTS	780.82
08/22/2024		DANULA, CHARLIE	24.00
08/22/2024		DELMORE ENTERPRISES LLC	195.00
08/22/2024		DILLE, KAROL	204.00
08/22/2024		FBINAA	40.00
08/22/2024		FIX, WAYNE	78.00
08/22/2024		FOND DU LAC COUNTY TREASURER	5,637.50
08/22/2024		FRENS STONE LLC	221.09
08/22/2024		GOODALL, JEAN	165.00
08/22/2024	108421		187.87
08/22/2024	108422	•	327.00
08/22/2024	108423	·	183.00
08/22/2024	108424	•	180.00
08/22/2024		HURST, SALLY	30.00
08/22/2024		LAMERS BUS LINES INC	557.93
08/22/2024		LANDAAL, SYLVIA	81.00
08/22/2024		MCCAULEY, SHARON	162.00
08/22/2024		MENARDS - BEAVER DAM	2,255.72
08/22/2024		MESA, FRANK	183.00
08/22/2024	108431		117.00
08/22/2024	108432		111,230.00
08/22/2024		PATROUILLE, LORNA MAE	165.00
08/22/2024		PETERSEN, CARLA	162.00
08/22/2024		PETERSEN, KAYL	174.00
08/22/2024		PETERSEN, CLAIRE	228.00
08/22/2024		PETERSEN, JENNIFER	49.5
08/22/2024	108438	PIT-STOP PORTABLES PITNEY BOWES GLOBAL FINANCIAL S	182.50
08/22/2024			693.13
08/22/2024		PLUIM, JOAN	174.0
08/22/2024	108441	PLUIM, TOM	24.00

CITY OF WAUPUN

Check Register - Council Check Register Check Issue Dates: 8/22/2024 - 8/22/2024 Page: 2 Aug 22, 2024 12:27PM

Check Issue Date	Check Number	Payee	Amount
08/22/2024	108443	RIEL, PAM	165.00
08/22/2024	108444	SELECTIVE INSURANCE COMPANY	22.00
08/22/2024	108445	STOBB PLUMBING & HEATING INC	214.00
08/22/2024	108446	SYSTEMS FURNITURE LLC	33,278.00
08/22/2024	108447	TAMBLIN, JAN	174.00
08/22/2024	108448	TEGROOTENHUIS, BEATRICE	27.00
08/22/2024	108449	TOTAL BUSINESS PRODUCTS	70.00
08/22/2024	108450	TOTAL ENERGY SYSTEMS LLC	2,124.00
08/22/2024	108451	VANDERKIN, NANCY ANN NOLAN	174.00
08/22/2024	108452	VANHIERDEN, KATIE L.	192.00
08/22/2024	108453	VON BRIESEN & ROPER, S.C.	966.00
08/22/2024	108454	A & M WEE CARE TOO	1,775.86
08/22/2024	108455	WERNER ELECTRIC SUPPLY	122.38
08/22/2024	108456	WHISPER HILL CLYDESDALES LTD	400.00
08/22/2024	108457	BOS, LOIS	162.00
08/22/2024	108458	PEACHEY, MARGE	153.00
08/22/2024	108459	BOSSENBROEK, ALLEGRA	180.00
08/22/2024	108460	WATERLOO TENT & TARP COMPANY I	13,003.33
08/22/2024	108461	CND SPECIALTIES INC	408.26
Grand Totals	:		482,532.22

Report Criteria:

Report type: Summary

CITY OF WAUPUN

#### Check Register - Register for Council - specific dates Check Issue Dates: 8/22/2024 - 8/22/2024

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Report Criteria:

Report type: Invoice detail Check.Type = {<>} "Adjustment"

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
A & M WEE CARE TOO A & M WEE CARE TOO	CHILDCARE STABILIZATION GRANT REIMBURSEMENT - PMT 5	08/22/2024	8-21-24	100-80-5671-3-38	1,775.86 —	1,775.86
Total A & M WEE CARE TOO:					_	1,775.86
AIRGAS USA LLC		00/00/0004	0450570004	400 00 5500 2 40	965.71	965.71
AIRGAS USA LLC	POOL CHEMICALS	08/22/2024	9152579264	100-20-5523-3-40	-	
Total AIRGAS USA LLC:					-	965.7
AMAZON CAPITAL SERVICES AMAZON CAPITAL SERVICES	COM CNTR KEY BOX AND DEFIBRILLATOR CABINET	08/22/2024	1716-F967-M	100-20-5511-3-38	191.49	191.49
Total AMAZON CAPITAL SERVICE	S:				-	191.4
ANDERSON SOD FARM		00/00/0004	40400	400 00 5505 2 26	860,00	860.0
ANDERSON SOD FARM ANDERSON SOD FARM	SOD FOR MEDEMA FIELD RETURN PALLETS FOR SOD FROM MEDEMA FIELD	08/22/2024 08/22/2024		100-20-5525-3-36 100-20-5525-3-36	210.00-	210.0
Total ANDERSON SOD FARM:					-	650.0
ARMGA, BARB ARMGA, BARB	8-13-24 POST ELECTION	08/22/2024	8-19-24	100-10-5142-1-10	308,25	308.2
Total ARMGA, BARB:					-	308.2
ARMGA, RANDY ARMGA, RANDY	8-13-24 POST ELECTION	08/22/2024	8-19-24	100-10-5142-1-10	234.00	234.0
Total ARMGA, RANDY:						234.0
BOERSON, ANN C. BOERSON, ANN C.	8-13-24 ELECTION	08/22/2024	8-19-24	100-10-5142-1-10	171.00	<del>1</del> 71.0
Total BOERSON, ANN C.:	V 10 27 222011311				•	171.0
BOS, LOIS						
BOS, LOIS	8-13-24 ELECTION	08/22/2024	8-20-24	100-10-5142-1-10	162.00	162.0
Total BOS, LOIS:						162.0
BOSSENBROEK, ALLEGRA BOSSENBROEK, ALLEGRA	8-13-24 ELECTION	08/22/2024	4 8-19-24	100-10-5142-1-10	180.00	180.0
Total BOSSENBROEK, ALLEGRA	:					180.1
BOSSENBROEK, GLENDA	9 42 24 ELECTION	กลเจจเจกจ	4 8-19-24	100-10-5142-1-10	24.00	<b>24</b> .
BOSSENBROEK, GLENDA	8-13-24 ELECTION	00/22/202	4 0-10-74	100-10-01-1-10	24.00	24.

CITY OF WAUPUN

#### Check Register - Register for Council - specific dates Check Issue Dates: 8/22/2024 - 8/22/2024

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					1	Charle
Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
BOUWKAMP, DARLENE					00/05	004.05
BOUWKAMP, DARLENE	8-13-24 ELECTION	08/22/2024	8-19-24	100-10-5142-1-10	281.25	281.25
Total BOUWKAMP, DARLENE:					سسي	281.25
BOUWKAMP, DAVID	0.40.04.ELEOTION	00/22/2024	0.40.24	100-10-5142-1-10	189.00	189.00
BOUWKAMP, DAVID	8-13-24 ELECTION	08/22/2024	0-15-24	100-10-31-42-1-10	_	
Total BOUWKAMP, DAVID:					_	189.00
BROWN CAB SERVICE INC BROWN CAB SERVICE INC	JULY 2024 TAXI SERVICES	08/22/2024	5006	501-10-5154-3-38	12,327.82	12,327.82
Total BROWN CAB SERVICE INC:						12,327.82
BUREAU OF CORRECTIONAL ENTERPH		00/00/0004	200 105000	100-70-5410-3-38	882,56	882.56
BUREAU OF CORRECTIONAL ENTER		0012212024	306-195909	100-70-0410-0-00	-	
Total BUREAU OF CORRECTIONA	L ENTERPRISES:				_	882.56
CAB CONSTRUCTION LLC CAB CONSTRUCTION LLC	OVERPAYMENT ON BUILDING	08/22/2024	8-21-24	100-13850	100.00	100.00
Total CAB CONSTRUCTION LLC:	PERMIT				_	100.00
					-	
CHARTER COMMUNICATIONS CHARTER COMMUNICATIONS	NEW COMMUNITY CENTER	08/22/2024	241449301-A	100-20-5511-3-31	104.99	104.99
CHARTER COMMUNICATIONS	CITY HALL - INTERNET	08/22/2024	171156301-AU	100-10-5197-3-31	149.98	149.98
CHARTER COMMUNICATIONS	MUSEUM - INTERNET - BILLED/PD BY HISTORICAL SOCIETY	08/22/2024	84621-AUG24	100-13850	99.99	99.99
Total CHARTER COMMUNICATION	NS:				-	354.96
CHRISTOPHERSON, DENIS				400 40 5440 4 40	78,00	78.00
CHRISTOPHERSON, DENIS	8-13-24 ELECTION	08/22/2024	8-19-24	100-10-5142-1-10	70,00	
Total CHRISTOPHERSON, DENIS	:					78.00
CHRISTOPHERSON, KAREN CHRISTOPHERSON, KAREN	8-13-24 ELECTION	08/22/2024	1 8-19-24	100-10-5142-1-10	78.00	78.0
Total CHRISTOPHERSON, KAREI	N:				•	78.0
CITY OF BEAVER DAM						-
CITY OF BEAVER DAM	EMS CALL 8-17-24	08/22/202	4 22418	100-10-5255-3-38	860.00	860.0
Total CITY OF BEAVER DAM:						860.0
CND SPECIALTIES INC	WARDAT FRY BURGERS BRATS	001001000	4 215878	220-40-5212-3-38	408.26	408.2
CND SPECIALTIES INC	K9 BRAT FRY - BURGERS, BRATS, BUNS	U012212UZ	4 210010	220 40 02 12 0 00		
Total CND SPECIALTIES INC:						408.2
CODA, DEB		00/00/00	14 B 20 04	100-10-5142-1-10	87.00	87.0
CODA, DEB	8-13-24 ELECTION	08/22/202	4 8-20-24	100-10-3 [42-1-10	07.00	07.0

CITY	OF	WAUPUN	
VIII 1	$\sim$	*********	

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Description Check Invoice Invoice Check Invoice Payee Issue Date Number GL Account Amount Amount Total CODA, DEB: 87.00 **CRETEX SPECIALTY PRODUCTS CRETEX SPECIALTY PRODUCTS** WHITE ADHESIVE 08/22/2024 044197 700-10-5192-3-36 780.82 780.82 Total CRETEX SPECIALTY PRODUCTS: 780.82 **DANULA, CHARLIE** DANULA, CHARLIE 8-13-24 ELECTION 08/22/2024 8-20-24 100-10-5142-1-10 24.00 24.00 Total DANULA, CHARLIE: 24.00 **DELMORE ENTERPRISES LLC DELMORE ENTERPRISES LLC** TINT ENFORCEMENT SEMINAR 08/22/2024 2024-0026 100-40-5215-3-37 195.00 195.00 Total DELMORE ENTERPRISES LLC: 195.00 DILLE, KAROL DILLE, KAROL 8-13-24 ELECTION 08/22/2024 8-19-24 100-10-5142-1-10 204.00 204,00 Total DILLE, KAROL: 204.00 **FBINAA FBINAA** FALL SHOOT 2024 - RASCH & 08/22/2024 8-21-24 100-40-5212-3-37 40.00 40.00 SULLIVAN Total FBINAA: 40,00 **FIX, WAYNE** FIX, WAYNE 08/22/2024 8-20-24 100-10-5142-1-10 8-13-24 ELECTION 78.00 78.00 Total FIX, WAYNE: 78.00 FOND DU LAC COUNTY TREASURER FOND DU LAC COUNTY TREASURER DELL MDC, DOCKING STATION, 2 08/22/2024 IS-2024-W01 410-40-5211-4-00 5.637.50 5,637,50 THUNDERBOLT 4 DOCK, DELL OPTIPLEX DESKTOP COMP. KEYBOARD & MOUSE, DELL MONITOR SOUNDBAR, 5 DELL 22" MONITORS, HP PRINTER, MOUSE Total FOND DU LAC COUNTY TREASURER: 5,637.50 FRENS STONE LLC 221.09 **FRENS STONE LLC** RIP RAP STONE - PINE ST PARK 08/22/2024 8-20-24 100-20-5525-3-36 221.09 REPAIR - FLOODING 221.09 Total FRENS STONE LLC: GOODALL, JEAN GOODALL, JEAN 8-13-24 ELECTION 08/22/2024 8-20-24 100-10-5142-1-10 165.00 165.00 165.00 Total GOODALL, JEAN: **GORDON FLESCH CO INC** GORDON FLESCH CO INC RICOH IMC4500 - CITY HALL COLOR 08/22/2024 IN14802991 100-10-5141-3-36 187.87 187.87 COPIER - 07/14/24-8/14/24

CITY	ΛE	WAUPUN	
ULLI	U٢	VVAUPUN	

Page: 4 Aug 22, 2024 12:27PM

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total GORDON FLESCH CO INC:					_	187.87
GRAMS, SANDY						
GRAMS, SANDY	4-2-24 ELECTION	08/22/2024	8-19-24	100-10-5142-1-10	147.00	147.00
GRAMS, SANDY	8-13-24 ELECTION	08/22/2024	8-20-24	100-10-5142-1-10	180.00	180.00
Total GRAMS, SANDY:					_	327.00
GREENFIELD, LOIS						
REENFIELD, LOIS	8-13-24 ELECTION	08/22/2024	8-20-24	100-10-5142-1-10	183.00	183.00
Total GREENFIELD, LOIS:					_	183.00
IOPP, DAVE						
OPP, DAVE	8-13-24 ELECTION	08/22/2024	8-19-24	100-10-5142-1-10	180.00	180.00
Total HOPP, DAVE:					_	180.00
URST, SALLY						
URST, SALLY	8-20-24 ELECTION	08/22/2024	8-20-24	100-10-5142-1-10	30.00	30.00
Total HURST, SALLY:					_	30.00
AMERS BUS LINES INC						
AMERS BUS LINES INC	PARK PROGRAM FIELD TRIP - WATERWORKS PARK	08/22/2024	63461	100-20-5525-3-39	157.95	157.95
AMERS BUS LINES INC	PARK PROGRAM FIELD TRIP - SHALOM ZOO	08/22/2024	64409	100-20-5525-3-39	399.98	399.98
Total LAMERS BUS LINES INC:						557.93
ANDAAL, SYLVIA						
ANDAAL, SYLVIA	8-13-24 ELECTION	08/22/2024	8-20-24	100-10-5142-1-10	81.00	81.00
Total LANDAAL, SYLVIA:					_	81.00
ICCAULEY, SHARON						
ICCAULEY, SHARON	8-13-24 ELECTION	08/22/2024	8-20-24	100-10-5142-1-10	162.00 -	162.00
Total MCCAULEY, SHARON:					-	162.00
MENARDS - BEAVER DAM MENARDS - BEAVER DAM	PARTS/SUPPLIES - ADD ROOF OVER	08/22/2024	60204	100-70-5410-3-36	2,225.48	2 225 46
	WASTE OIL BARREL				•	2,225.48
TENARDS - BEAVER DAM	CONCRETE MIX - ROOF OVER WASTE OIL BARREL	08/22/2024	60310	100-70-5410-3-36	30.24	30.2
Total MENARDS - BEAVER DAM:					-	2,255.72
IESA, FRANK						
MESA, FRANK	8-13-24 ELECTION	08/22/2024	8-19-24	100-10-5142-1-10	183.00	183.06
Total MESA, FRANK:					-	183.0
MULDER, GEORGENE						
MULDER, GEORGENE	8-13-24 ELECTION	08/22/2024	8-19-24	100-10-5142-1-10	117.00	117.0

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	Check issue Dates: 8/	22/2024 - 8/22/	2024		Aug 22, 2024	12:27PM
Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total MULDER, GEORGENE:					-	117.0
OTIS ELEVATOR COMPANY OTIS ELEVATOR COMPANY	CITY HALL ELEVATOR	08/22/2024	240202170100	400-10-5140-8-00	111,230.00	111,230.0
Total OTIS ELEVATOR COMPANY:	:					111,230.0
ATROUILLE, LORNA MAE ATROUILLE, LORNA MAE	8-13-24 ELECTION	08/22/2024	8-20-24	100-10-5142-1-10	165.00	165.4
Total PATROUILLE, LORNA MAE:						165.
PEACHEY, MARGE PEACHEY, MARGE	8-13-24 ELECTION	08/22/2024	8-20-24	100-10-5142-1-10	153.00	153.0
Total PEACHEY, MARGE:						153.
PETERSEN, CARLA PETERSEN, CARLA	8-13-24 ELECTION	08/22/2024	8-20-24	100-10-5142-1-10	162.00	162.0
Total PETERSEN, CARLA:						162.
PETERSEN, CLAIRE PETERSEN, CLAIRE	8-13-24 POST ELECTION	08/22/2024	8-19-24	100-10-5142-1-10	228.00	228.
Total PETERSEN, CLAIRE:						228.
PETERSEN, JENNIFER PETERSEN, JENNIFER	MILEAGE - DODGE - RETURN 8-13-24 ELECTION MATERIAL	08/22/2024	8-16-24	100-10-5142-3-37	49.58	49.
Total PETERSEN, JENNIFER:					•	49.
PETERSEN, KAYL PETERSEN, KAYL	8-13-24 ELECTION	08/22/2024	8-20-24	100-10-5142-1-10	174.00	174.
Total PETERSEN, KAYL:						174.
PITNEY BOWES GLOBAL FINANCIAL S PITNEY BOWES GLOBAL FINANCIAL	SERVICES LEASE FOR MAIL MACHINE - PD -	08/22/2024	3319488276	100-40-5211-3-33	171.60	171.
PITNEY BOWES GLOBAL FINANCIAL	JUNE 30, 2024 TO SEPT 29, 2024 LEASE FOR MAIL MACHINE - CITY		3319488429	100-10-5141-3-36	521.52	521.
Total PITNEY BOWES GLOBAL FI	HALL 6/30/24-9/29/24  NANCIAL SERVICES:					693.
PIT-STOP PORTABLES PIT-STOP PORTABLES	PINE STREET PARK PORT A POTTY 7/20/24 - 8/16/24	08/22/2024	A-160783	100-20-5525-3-38	182.50	182
Total PIT-STOP PORTABLES:						182.
PLUIM, JOAN PLUIM, JOAN	8-13-24 ELECTION	08/22/2024	8-20-24	100-10-5142-1-10	174.00	174
Total PLUIM, JOAN:						174

CITY OF WAUPUN	JAHPHN	WA	OF	CITY
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Check Issue Dates: 8/22/2024 - 8/22/2024			Aug 22, 2024 12:27PM		
Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
8-13-24 ELECTION	08/22/2024	8-20-24	100-10-5142-1-10	24.00	24.00
				_	24.00
REAR LEFT DRIVE WHEEL SEAL KIT	08/22/2024	6058851-00	100-70-5411-3-36	146.52 -	146.52
				_	146.52
0.40.04.51.5051045					
8-13-24 ELECTION	08/22/2024	8-20-24	100-10-5142-1-10	165.00	165.00
				_	165.00
DDOD INC DDENNIN CTV DADY DD	00/00/0004	0.00.04	400 40 5404 0 00	00.00	20.00
NEWTON	08/22/2024	8-20-24	100-10-5194-3-38	22,00	22.00
DMPANY:				_	22.00
SENIOR/COMMUNITY CENTER PAYMENT #9	08/22/2024	PAY REQUES	400-20-5513-8-00	286,299.70	286,299.70
VICES:				_	286,299.70
REPAIR WATER LEAK- MEDEMA FIELD WATERING SYSTEM	08/22/2024	16019	100-20-5525-3-36	214.00	214,00
NG INC:				_	214.00
2ND PMT ON FURNITURE ORDER FOR WAUPUN COMMUNITY CENTER - 40%	08/22/2024	8-21-24	220-20-5514-3-38	33,278.00	33,278.00
:					33,278.00
				_	
8-13-24 ELECTION	08/22/2024	8-20-24	100-10-5142-1-10	174.00	174.00
				<u>-</u>	174.00
8-13-24 ELECTION	08/22/2024	8-19-24	100-10-5142-1-10	27.00 -	27.00
CE:				-	27.00
MAYOR'S CHOICE	U8/22/2024	91844	100-10-5534-3-38	70.00	70.00
				_	70,00
				•	
GENERATOR INSPECTION - SAFETY BUILDING	08/22/2024	INV124529	100-70-5410-3-36	2,124.00	2,124.00
	B-13-24 ELECTION  REAR LEFT DRIVE WHEEL SEAL KIT  8-13-24 ELECTION  PROP INS PREMIUM - CTY PARK RD NEWTON  DMPANY:  SENIOR/COMMUNITY CENTER PAYMENT #9  VICES:  REPAIR WATER LEAK- MEDEMA FIELD WATERING SYSTEM  NG INC:  2ND PMT ON FURNITURE ORDER FOR WAUPUN COMMUNITY CENTER - 40%  8-13-24 ELECTION  CE:  WAUPUN TRUCK-N-SHOW TROPHY - MAYOR'S CHOICE	Description	Issue Date   Number	Description	Description   Check   Invoice   Invoice   Invoice   Cl. Account   Invoice   Amount

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Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
TOTAL ENERGY SYSTEMS LLC:					_	2,124.00
VANDERKIN, NANCY ANN NOLAN						
VANDERKIN, NANCY ANN NOLAN	8-13-24 ELECTION	08/22/2024	8-20-24	100-10-5142-1-10	174.00	174.00
Total VANDERKIN, NANCY ANN N	OLAN:				_	174.00
VANHIERDEN, KATIE L.						
VANHIERDEN, KATIE L.	8-13-24 ELECTION	08/22/2024	8-20-24	100-10-5142-1-10	192,00	192.00
Total VANHIERDEN, KATIE L.:					_	192.00
VON BRIESEN & ROPER, S.C.						
VON BRIESEN & ROPER, S.C.	005504-00002 GENERAL - PERSONNEL	08/22/2024	467921	100-10-5143-3-38	621.00	621.00
VON BRIESEN & ROPER, S.C.	005504-00033 GENERAL - PD RECORDS REQUEST	08/22/2024	467922	100-10-5194-3-38	345.00	345.00
Total VON BRIESEN & ROPER, S.	C.:					966.00
WATERLOO TENT & TARP COMPANY	INC					
WATERLOO TENT & TARP COMPANY	UMBRELLAS TO REPLACE BROKEN ONES/UMBRELLA PARTS	08/22/2024	100258	400-20-5523-8-00	13,003.33	13,003.33
Total WATERLOO TENT & TARP	COMPANY INC:				_	13,003.33
WERNER ELECTRIC SUPPLY						
WERNER ELECTRIC SUPPLY	STOCK WIRE FOR BUILDING REPAIRS	08/22/2024	S7487834.001	100-70-5410-3-36	122.38	122.38
Total WERNER ELECTRIC SUPPL	Y:					122.38
WHISPER HILL CLYDESDALES LTD					-	
WHISPER HILL CLYDESDALES LTD	PETTING ZOO PARK PROGRAM AG IN PARK	08/22/2024	8-16-24	100-20-5525-3-39	400.00	400.00
Total WHISPER HILL CLYDESDAI	.ES LTD:					400.00
Grand Totals:						482,532.22
					:	

#### Summary by General Ledger Account Number

GL Account		Debit	Credit	Proof	
	100-10-5141-3-36	709.39	.00	709.39	
	100-10-5142-1-10	5,338.50	.00	5,338.50	
	100-10-5142-3-37	49.58	.00	49.58	
	100-10-5143-3-38	345.00	.00	345.00	
	100-10-5194-3-38	643.00	.00	643.00	
	100-10-5197-3-31	149.98	.00	149.98	
	100-10-5255-3-38	860.00	.00	860.00	
	100-10-5534-3-38	70.00	.00	70.00	
	100-13850	199.99	.00	199.99	
	100-20-5511-3-31	104.99	.00	104.99	
	100-20-5511-3-38	191.49	.00	191.49	
	100-20-5523-3-40	965.71	.00	965.71	
	100-20-5525-3-36	1,295.09	210,00-	1,085.09	

GL Acc	count	Debit	Credit	Proof
	100-20-5525-3-38	182.50	.00	182,50
	100-20-5525-3-39	957.93	.00	957.93
	100-21100	210.00	19,776.79-	19,566.79-
	100-40-5211-3-33	171.60	.00	171.60
	100-40-5212-3-37	40.00	.00	40.00
	100-40-5215-3-37	195.00	.00	195.00
	100-70-5410-3-36	4,502.10	.00	4,502.10
	100-70-5410-3-38	882.56	.00	882.56
	100-70-5411-3-36	146.52	.00	146.52
	100-80-5671-3-38	1,775.86	.00	1,775.86
	220-20-5514-3-38	33,278.00	.00	33,278.00
	220-21100	.00	33,686.26-	33,686.26-
	220-40-5212-3-38	408.26	.00.	408.26
	400-10-5140-8-00	111,230.00	.00	111,230.00
	400-20-5513-8-00	286,299.70	.00	286,299.70
	400-20-5523-8-00	13,003.33	.00	13,003.33
	400-21100	.00.	410,533.03-	410,533.03-
	410-21100	.00	5,637.50-	5,637.50-
	410-40-5211-4-00	5,637.50	.00	5,637.50
	501-10-5154-3-38	12,327.82	.00.	12,327.82
	501-21100	.00	12,327.82-	12,327.82-
	700-10-5192-3-36	780.82	.00	780.82
	700-21100	.00,	780,82-	780.82-
Grand Totals:	_	482,952.22	482,952.22-	.00.

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City Recorder:	
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Report Criteria:

Report type: Invoice detail Check.Type = {<>} "Adjustment"



## **AGENDA SUMMARY SHEET**

MEETING DATE: 8/27/24 TITLE: 2025 Budget Review

AGENDA SECTION: DISCUSSION-INFORMATIONAL

**PRESENTER:** Kathy Schlieve, City Administrator

Casey Langenfeld, Finance Director

DEPARTMENT GOAL(S) SUPPORTED (if applicable)	FISCAL IMPACT	
High Performance Government	2025 Budget Presentation	

### **SUMMARY:**

Staff will present the following 2025 budget information.

- 1. Overview of Levy Distribution Across Various Funds.
- 2. Discussion and Review of 2025 Budget.

### **STAFF RECOMMENDATION:**

See power point.

### **ATTACHMENTS:**

2025 Budget Presentation 2025 Budget Summary – Estimate of Funds Receiving Levy

|--|

## CITY OF WAUPUN 2025 BUDGET PREVIEW 8/27/24





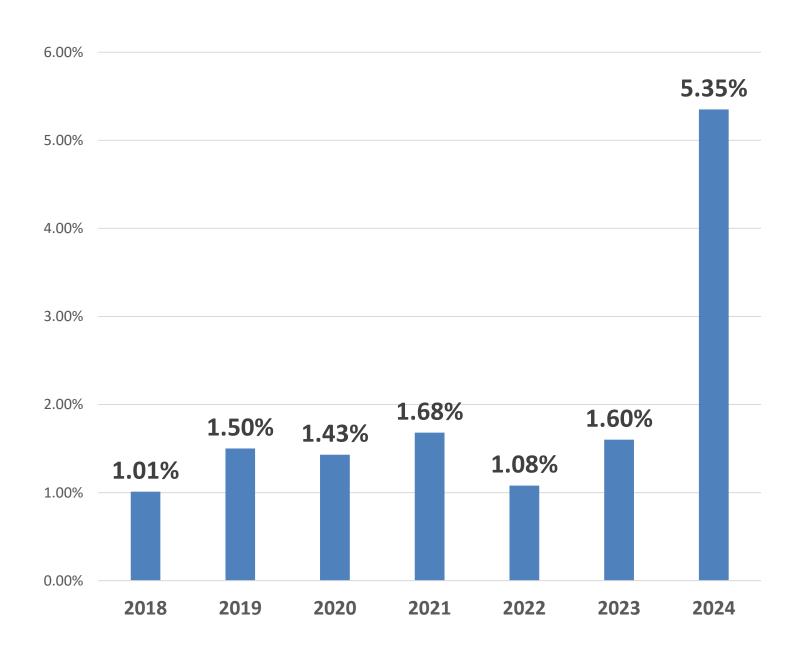


## **Levy Limit**

**Net New Construction** refers to the total amount of new construction in a municipality, adjusted for any demolitions or destruction of existing buildings.

This figure is crucial for calculating the **levy limit percent**, which is determined by dividing the current year's net new construction by the previous year's Equalized Value.

This percentage is then used to establish how much the municipality can increase its base levy each year. However, the actual final levy amount may vary based on the municipality's needs for principal and interest payments on debt. In essence, while net new construction provides a framework for levy increases, the final amount can fluctuate depending on financial obligations.



## Net New Construction History

Estimated increase to levy base **\$170,000** in 2025.

2024 Levy \$3,588,285 2025 Levy Estimate \$3,759,042 5% increase

## **2025** Levy Distribution

## Estimated 2025 Levy Limit Amount \$3,759,042

Fund 100 – General Fund \$1,710,855 Fund 210 – Library \$575,277

Fund 300 – Debt \$806,980 Fund 400 – Capital \$340,000 Fund 410 – Equipment \$280,930

Fund 501 – Taxi \$45,000

= \$3,759,042

Requesting full allowable levy limit for 2025 to pay for city operations.

## **Levy Distribution 2024 Compared to 2025**

	2024	2025
General Fund	\$1,612,284	\$1,710,855
Debt Fund	\$812,105	\$806,980
Library Fund	\$553,896	\$575,277
Capital Fund	\$340,000	\$340,000
<b>Equipment Fund</b>	\$225,000	\$280,930
Taxi Fund	\$45,000	\$45,000

Increase (Decrease)	Percent Change
\$98,571	6%
(\$5,125)	(1%)
\$21,381	3.8%
<b>\$0</b>	0%
\$55,930	25%
\$0	0%

# Fund 100 – General Fund Revenue Changes







## Fund 100 – General Fund

# **Expenditure Changes**







\$63,500

Human Resources / Talent Attraction



\$15,000

Property & Liability Insurance

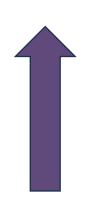
## Fund 210 – Library Fund



\$21,381

**Increased Levy Allocation** 

4% increase in Revenue





Wages/Benefits



**Operating Costs** 

4% increase in Expenses

# Fund 400 – Capital Fund Projects

Streets <sup>1</sup>	\$1,173,454	<b>Aquatic Center Paint</b>	\$31,130
Stormwater Pond <sup>1</sup>	532,000	Sidewalk program	30,000
Public Safety Facility Design	250,000	Alleyway	25,000
Ice Arena Ammonia¹	250,000	McCune Bathhouse Demo Library Engineering	18,000 5,000
City Hall Elevator <sup>1</sup>	125,000	Library Engineering	5,000
City Hall Engineering	40,000	Fund Balance Applie	ed

40,000

Fund Balance Applied 2025 Projects \$0

**Playground Equipment** 

<sup>&</sup>lt;sup>1</sup> Projects paid for with debt issue

# Fund 410 – Equipment Fund Projects

Aerial Ladder Truck <sup>1</sup>	\$2,200,000
Payloader <sup>1</sup>	283,000
Self-Contained Breathing Apparatus (SCBA's) 1	270,000
Police	195,127
DPW	74,500
Fire	49,000
General Government	20,100
Culture/Recreation	5,000

Fund Balance Applied 2025 Projects \$57,797

<sup>&</sup>lt;sup>1</sup> Projects paid for with debt issue

## Fund 300 – Debt Fund

2024 Debt Cap

per City Policy

\$25,824,183

**2025 Current Debt** 

\$12,685,598\*

\*49% of allowable limit per city policy

# Fund 300 – Debt Fund

## 2024 Debt Issue \$5,680,454 paid for in 2026

Project Name	Amount
Aerial Truck	\$2,200,000
Streets	1,173,454
United Co-op	850,000
Gateway Pond	532,000
Payloader	280,000
SCBAs	270,000
Ice Arena – Ammonia system	250,000
City Hall Elevator	<u>125,000</u>
	\$5,680,454

# Fund 300 – Debt Fund With proposed debt issue for capital projects and incentive payments

2025

**Available Debt** 

\$13,138,585

2025

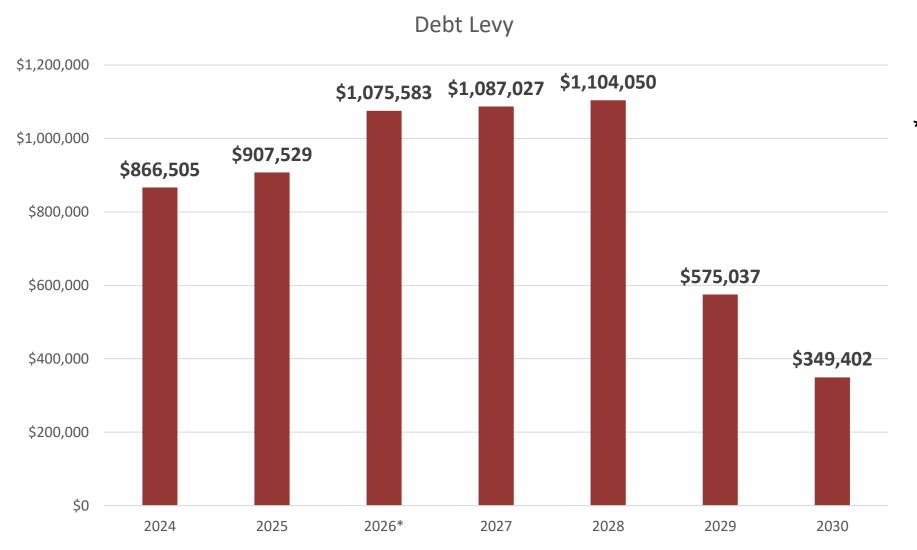
Available Debt after 2024 issue Total

\$7,458,131\*

\*28% allowable debt

## Fund 300 – Debt Fund

## With proposed debt issue for capital / equipment projects and incentive payment



\*Debt tax rate in 2026 = \$1.75
Per \$1,000 of home value

**Average Home Value 2023 =** \$169,151

**Estimated increase of \$64** for debt on **2026** tax bills.

## Fund 501 – Taxi Fund



No Change to Levy Allocation



Continue to monitor passenger rates, possible increase in 2026.



New Taxi grant approved by DOT July 2024, may take delivery late 2024 or early 2025.

Fund 100 - General Fund					
	Α	В	С	D	E
Revenues (Fund 100)	2023 Actual	2024 Budget	2024 Estimate	2025 Budget	%Change '24 vs '25 proposed
City Levy	1,686,658	1,612,284	1,612,284	1,710,855	6%
Other Taxes	652,975	666,841	659,841	673,863	1%
Special Assessments	2,297	100	217	100	0%
Intergovernmental Revenues	4,281,172	3,970,768	4,076,522	4,084,470	3%
License & Permits	59,049	55,230	57,400	55,125	0%
Fines & Penalties	43,862	42,500	40,500	42,500	0%
Public Charges for Services	365,547	299,143	303,180	366,080	22%
Intergovernmental Charges for Services	-	-	-	-	0%
Miscellaneous Revenue	391,125	62,500	514,767	67,500	8%
Transfers In Other Funds	104,809	-	-	-	0%
Fund Balance Applied	-	190,701	-	83,971	-56%
Total Revenues	7,587,495	6,900,067	7,264,711	7,084,464	3%
Expenditures (Fund 100)					
General Government	1,031,492	1,317,850	1,284,924	1,386,308	5%
Recreation	424,695	802,351	668,046	730,663	-9%
Assessor/Inspector	39,501	40,500	40,500	40,500	0%
Police	2,122,386	2,540,805	2,209,428	2,619,590	3%
Fire	491,816	571,498	540,959	583,502	2%
DPW	1,545,037	1,674,638	1,614,454	1,702,006	2%
Economic Development/Admin	39,745	22,235	22,235	21,895	-2%
Fund Transfers	594,809	163,190	490,000	-	-100%
Total Expenditures	6,289,481	7,133,067	6,870,546	7,084,464	-1%
	2023 Actual	2024 Budget	2024 Estimate	2025 Budget	
Surplus/Deficit	1,298,014	(233,000)	394,165	-	

Fund 210 - Library Fund								
		Α	В		С		D	Е
Revenues (Fund 210)	2	2023 Actual	2024 Budget	20	24 Estimate	20	25 Budget	% Change '24 vs '25 proposed
City Levy/Taxes	\$	516,792	\$ 553,896	\$	553,896	\$	575,277	4%
County Appropriation	\$	213,939	\$ 216,625	\$	224,606	\$	223,304	3%
Fees	\$	743	\$ 700	\$	6,075	\$	1,300	86%
Interest/Dividends	\$	35,631	\$ -	\$	14,774	\$	-	0%
Donations	\$	5,000	\$ 5,000	\$	-	\$	5,000	0%
Fund Transfers/Unrealized Gains	\$	-	\$ -	\$	-	\$	-	0%
Total Revenues	\$	772,104	\$ 776,221	\$	799,351	\$	804,881	4%
Expenditures (Fund 210)	2	2023 Actual	2024 Budget	20	24 Estimate	20	25 Budget	
Trust Operating	\$	350	\$ -	\$	7,298	\$	-	0%
Trust Capital	\$	_	\$ _	\$	_	\$	-	
Wages/Benefits	\$	511,395	\$ 546,225	\$	499,011	\$	571,081	5%
Operating	\$	221,870	\$ 229,996	\$	222,658	\$	233,800	2%
Funds Transfer	\$	22,215	\$ -	\$	_	\$	_	0%
Total Expenditures	\$	755,830	\$ 776,221	\$	728,967	\$	804,881	4%
	2	2023 Actual	2024 Budget	20	24 Estimate	20	25 Budget	
Surplus/Deficit	\$	16,274	\$ -	\$	70,384	\$	-	

Fund 300 - Debt Service					
	Α	В	С	D	Е
Revenues (Fund 300)	2023 Actual	2024 Budget	2024 Estimate	2025 Budget	% Change '24 vs '25 proposed
City Levy/Taxes	788,080	812,105	812,105	806,980	-1%
Interest Revenue	1,629	1,000	1,800	1,000	0%
Transfer from other Funds	860,548	1,005,938	1,005,937	1,062,085	6%
Total Revenues	1,650,256	1,819,043	1,819,842	1,870,065	3%
Expenditures (Fund 300)					
Principal Payments	1,260,000	1,386,513	1,386,513	1,449,399	5%
Interest Payments	409,403	430,930	430,930	419,066	-3%
Capital Lease	-	-	-	-	0%
Bond/Debt Expenses	2,000	1,600	1,600	1,600	0%
Fund Transfers	-	-	-	-	0%
Total Expenditures	1,671,403	1,819,043	1,819,043	1,870,065	3%
	2023 Actual	2024 Budget	2024 Estimate	2025 Budget	
Surplus/Deficit	(21,147)	-	799	-	

Fund 400 - Capital					
	А	В	С	D	Е
Revenues (Fund 400)	2023 Actual	2024 Budget	2024 Estimate	2025 Budget	% Change '24 vs '25 proposed
City Levy/Taxes	340,000	340,000	340,000	340,000	0%
Special Assessments	52,968	-	609	-	0%
State Revenue Grants/ERP	1,916,030	2,561,877	1,567,976	533,063	-79%
Fees	15,500	15,000	15,500	15,000	0%
Miscellaneous Revenue	45,705	8,000	25,188	8,000	0%
Debt Proceeds/Transfers In	326,572	219,010	219,010	1,035,561	373%
Total Revenues	2,696,775	3,143,887	2,168,283	1,931,624	-39%
Expenditures (Fund 400)					
Bonds/Debt Issuance	-	-	-	-	0%
General Government	-	86,300	86,300	165,000	0%
Recreation	1,964,221	2,786,500	2,786,500	339,130	-88%
Public Safety	128,459	50,000	50,000	250,000	400%
Library	-	-	-	5,000	0%
DPW	398,241	256,000	316,102	1,161,747	354%
Fund Transfers	104,809	-	-	-	0%
Total Expenditures	2,595,730	3,178,800	3,238,902	1,920,877	-40%
	2023 Actual	2024 Budget	2024 Estimate	2025 Budget	
Surplus/Deficit	101,045	(34,913)	(1,070,619)	10,747	

Fund 410 - Equipment Fund					
	Α	В	С	D	Е
Revenues (Fund 410)	2023 Actual	2024 Budget	2024 Estimate	2025 Budget	% Change '24 vs '25 proposed
City Levy/Taxes	225,000	225,000	225,000	280,930	25%
Grants	478,489	5,000	8,592	-	0%
Miscellaneous Revenue	45,378	9,000	21,850	5,000	-44%
Debt Proceeds/Transfers In	80,000	-	-	2,682,250	0%
Total Revenues	828,867	239,000	255,442	2,968,180	1142%
Expenditures (Fund 410)					
Debt Issuance	-	-	-	_	0%
General Government	20,232	14,000	14,000	20,100	44%
Recreation	5,000	5,000	5,000	5,000	0%
Police	121,062	131,624	131,624	195,127	48%
Fire	356,690	26,500	26,500	2,519,000	9406%
Library	-	-	-	_	0%
DPW	140,617	101,617	101,617	286,750	182%
Total Expenditures	431,265	278,741	278,741	3,025,977	986%
	2023 Actual	2024 Budget	2024 Estimate	2025 Budget	
Surplus/Deficit	397,602	(39,741)	(23,299)	(57,797)	

Fund 501 - Taxi Fund					
	А	В	С	D	Е
Revenues (Fund 501)	2023 Actual	2024 Budget	2024 Estimate	2025 Budget	% Change '24 vs '25 proposed
City Levy/Taxes	45,000	45,000	45,000	45,000	0%
Grants	128,977	70,000	101,000	93,000	33%
Sales of Property	-	-	-	-	0%
Fund Transfer	-	-	-	-	0%
Total Revenues	173,977	115,000	146,000	138,000	20%
Expenditures (Fund 501)					
Wages/Benefits	1,564	2,916	2,918	2,928	0%
Operating	66	160,000	-	160,000	0%
Capital	132,821	50,000	160,000	-	-100%
Total Expenditures	134,452	212,916	162,918	162,928	-23%
	2023 Actual	2024 Budget	2024 Estimate	2025 Budget	
Surplus/Deficit	39,525	(97,916)	(16,918)	(24,928)	

## City of Waupun 2025 Budget - \*\*ESTIMATE\*\*

## <sub>1</sub> Fund 100 - General Fund

	Α	В	С	D	E
Revenues (Fund 100)	2023 Actual	2024 Budget	2024 Estimate	2025 Budget	% Change '24 vs '25 prop
City Levy	1,686,658	1,612,284	1,612,284	1,710,855	6%
Other Taxes	652,975	666,841	659,841	673,863	1%
Special Assessments	2,297	100	217	100	0%
Intergovernmental Revenues	4,281,172	3,970,768	4,076,522	4,084,470	3%
License & Permits	59,049	55,230	57,400	55,125	0%
Fines & Penalties	43,862	42,500	40,500	42,500	0%
Public Charges for Services	365,547	299,143	303,180	366,080	22%
Intergovernmental Charges for Services	-	-	-	-	0%
Miscellaneous Revenue	391,125	62,500	514,767	67,500	8%
Transfers In Other Funds	104,809	-	-	-	0%
Fund Balance Applied	-	190,701	-	83,971	-56%
Total Revenues	7,587,495	6,900,067	7,264,711	7,084,464	3%
	1,031,492	1,317,850	1,284,924	1,386,308	5%
Expenditures (Fund 100) General Government	1 031 492	1 317 850	1 284 924	1 386 308	5%
Recreation	424,695	802,351	668,046	730,663	-9%
Assessor/Inspector	39,501	40,500	40,500	40,500	0%
Police	2,122,386	2,540,805	2,209,428	2,619,590	3%
Fire	491,816	571,498	540,959	583,502	2%
DPW	1,545,037	1,674,638	1,614,454	1,702,006	2%
Economic Development/Admin	39,745	22,235	22,235	21,895	-2%
Fund Transfers	594,809	163,190	490,000	-	-100%
Total Expenditures	6,289,481	7,133,067	6,870,546	7,084,464	-1%
	2022 4 .1 .1	2024 D. J. J.	2024 5-111	2025 D. J. J.	
	2023 Actual	2024 Budget	2024 Estimate	2025 Budget	7
Surplus/Deficit	1,298,014	(233,000)	394,165	-	
BEGINNING FUND BALANCE	5 6,964,146	\$ 8,401,242	\$ 8,401,242	\$ 8,795,407	
DEGININING FUND BALANCE	0,304,140	<i>ο</i> ,401,242	<i>γ</i> 0,401,242	۶ 0,795,407	
ENDING FUND BALANCE	8,401,242	\$ 8,168,242	\$ 8,795,407	\$ 8,795,407	

26	Revenues (Fund 210)		2023 Actual	2024 Budget		2024 Estimate	2025 Budget	% Change '24 vs '25 proposed
27	City Levy/Taxes	\$	516,792	\$ 553,896	\$	553,896	\$ 575,277	4%
28	County Appropriation	\$	213,939	\$ 216,625	\$	224,606	\$ 223,304	3%
27	Fees	\$	743	\$ 700	\$	6,075	\$ 1,300	86%
28	Interest/Dividends	\$	35,631	\$ -	\$	14,774	\$ -	0%
29	Donations	\$	5,000	\$ 5,000	\$		\$ 5,000	0%
28	Fund Transfers/Unrealized Gains	\$	-	\$ -	\$	-	\$ -	0%
29	Total Revenues	Ś	772.104	\$ 776.221	Ś	799.351	\$ 804.881	4%

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Expenditures (Fund 210)	2023 Actual	2024 Budget	2024 Estimate	2025 Budget	
Trust Operating	\$ 350	\$ -	\$ 7,298	\$ -	0%
Trust Capital	\$ -	\$ -	\$ -	\$ -	
Wages/Benefits	\$ 511,395	\$ 546,225	\$ 499,011	\$ 571,081	5%
Operating	\$ 221,870	\$ 229,996	\$ 222,658	\$ 233,800	2%
Funds Transfer	\$ 22,215	\$ -	\$ -	\$ -	0%
Total Expenditures	\$ 755,830	\$ 776,221	\$ 728,967	\$ 804,881	4%

3		2023 Actual	2024 Budget	2024 Estimate	2025 Budget
2	Surplus/Deficit	\$ 16,274	\$ -	\$ 70,384	\$ -
3					
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3					
ı					
5	BEGINNING FUND BALANCE	\$ 465,188	\$ 481,463	\$ 481,463	\$ 551,847
ı					
5	ENDING FUND BALANCE	\$ 481.463	\$ 481.463	\$ 551.847	\$ 551.847

Fund	300 -	Debt	Service

Fund 300 - Debt Service					
	Α	В	С	D	E
Revenues (Fund 300)	2023 Actual	2024 Budget	2024 Estimate	2025 Budget	% Change '24 vs '25 proposed
City Levy/Taxes	788,080	812,105	812,105	806,980	-1%
Interest Revenue	1,629	1,000	1,800	1,000	0%
Transfer from other Funds	860,548	1,005,938	1,005,937	1,062,085	6%
Total Revenues	1,650,256	1,819,043	1,819,842	1,870,065	3%
Expenditures (Fund 300)					
Principal Payments	1,260,000	1,386,513	1,386,513	1,449,399	5%
Interest Payments	409,403	430,930	430,930	419,066	-3%
Capital Lease	-	-	-	-	0%
Bond/Debt Expenses	2,000	1,600	1,600	1,600	0%
Fund Transfers	-	-	-	-	0%
Total Expenditures	1,671,403	1,819,043	1,819,043	1,870,065	3%
	2023 Actual	2024 Budget	2024 Estimate	2025 Budget	_
Surplus/Deficit	(21,147)	-	799	-	
BEGINNING FUND BALANCE	55,296	34,149	34,149	34,948	
ENDING FUND BALANCE \$	34,149	\$ 34,149	\$ 34,948	\$ 34,948	

Fund	400	- Ca	nital
i ullu	<del>1</del> 00	- Ca	pitai

runa 400 - Capitai					
	Α	В	С	D	E
Revenues (Fund 400)	2023 Actual	2024 Budget	2024 Estimate	2025 Budget	% Change '24 vs ' proposed
City Levy/Taxes	340,000	340,000	340,000	340,000	0%
Special Assessments	52,968	-	609	-	0%
State Revenue Grants/ERP	1,916,030	2,561,877	1,567,976	533,063	-79%
Fees	15,500	15,000	15,500	15,000	0%
Miscellaneous Revenue	45,705	8,000	25,188	8,000	0%
Debt Proceeds/Transfers In	326,572	219,010	219,010	1,035,561	373%
Total Revenues	2,696,775	3,143,887	2,168,283	1,931,624	-39%
Expenditures (Fund 400)	ı				Ι .
Bonds/Debt Issuance	-	-	-	-	0%
General Government	-	86,300	86,300	165,000	0%
Recreation	1,964,221	2,786,500	2,786,500	339,130	-88%
Public Safety	128,459	50,000	50,000	250,000	400%
Library	-	-	-	5,000	0%
DPW	398,241	256,000	316,102	1,161,747	354%
Fund Transfers	104,809	-	-	-	0%
Total Expenditures	2,595,730	3,178,800	3,238,902	1,920,877	-40%
	2023 Actual	2024 Budget	2024 Estimate	2025 Budget	٦
Surplus/Deficit	101,045	(34,913)	(1,070,619)	10,747	
	:				
BEGINNING FUND BALANCE _	1,237,251	1,440,855	1,440,855	370,236	
ENDING FUND BALANCE \$	1,440,855	\$ 1,405,942	\$ 370,236	\$ 380,983	

109 108

Fund 410 - Equipment Fund					
	Α	В	С	D	Е
Revenues (Fund 410)	2023 Actual	2024 Budget	2024 Estimate	2025 Budget	% Change '24 vs '29 proposed
City Levy/Taxes	225,000	225,000	225,000	280,930	25%
Grants	478,489	5,000	8,592	-	0%
Miscellaneous Revenue	45,378	9,000	21,850	5,000	-44%
Debt Proceeds/Transfers In	80,000		-	2,682,250	0%
Total Revenues	828,867	239,000	255,442	2,968,180	1142%
Expenditures (Fund 410)					
Debt Issuance	-	-	-	-	0%
General Government	20,232	14,000	14,000	20,100	44%
Recreation	5,000	5,000	5,000	5,000	0%
Police	121,062	131,624	131,624	195,127	48%
Fire	356,690	26,500	26,500	2,519,000	9406%
Library	-	-	-	-	0%
DPW	140,617	101,617	101,617	286,750	182%
Total Expenditures	431,265	278,741	278,741	3,025,977	986%
	2023 Actual	2024 Budget	2024 Estimate	2025 Budget	-
Surplus/Deficit	397,602	(39,741)	(23,299)	(57,797)	
BEGINNING FUND BALANCE	313,800	378,002	378,002	354,703	
ENDING FUND BALANCE S	378,002	\$ 338,261	\$ 354,703	\$ 296,906	_
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Fund	501	- Taxi	Fund

Fund 501 - Taxi Fund					
148	Α	В	С	D	Е
Revenues (Fund 501)	2023 Actual	2024 Budget	2024 Estimate	2025 Budget	% Change '24 vs '25 proposed
City Levy/Taxes	45,000	45,000	45,000	45,000	0%
Grants	128,977	70,000	101,000	93,000	33%
Sales of Property	-	1	ı	-	0%
Fund Transfer	-	-	ı	-	0%
150 Total Revenues	173,977	115,000	146,000	138,000	20%
Expenditures (Fund 501)		,			
VV /D (*)	1,564	2,916	2,918	2,928	0%
	66	160,000	2,910	160,000	0%
6 11 1	132,821	50,000	160,000	100,000	-100%
151 Capital 152 <b>Total Expenditures</b>	134,452	212,916	162,918	162,928	-23%
153					
152	2023 Actual	2024 Budget	2024 Estimate	2025 Budget	
Surplus/Deficit	39,525	(97,916)	(16,918)	(24,928)	
154					
153					
BEGINNING FUND BALANCE	5,964	45,489	45,489	28,571	
ENDING FUND BALANCE	\$ 45,489	\$ (52,427)	\$ 28,571	\$ 3,643	
155					

#### 8.025 REGULATION OF CHICKENS.

- (1) PURPOSE AND INTENT. The purpose of this section is to specify conditions under which City residents may safely keep or maintain a limited number of chickens, to assure appropriate chicken coops or structures in which to house chickens, and to protect the health, safety, and welfare of the general population of the City of Waupun. This section shall be liberally construed to give effect to these purposes.
- (2) DEFINITIONS. In this section, the following terms shall have the meaning indicated:
  - (a) <u>Abutting Property.</u> All property that abuts an applicant's property at one or more points except public streets, roads or real estate owned by the City.
  - (b) <u>Backyard.</u> That portion of a lot enclosed by the property's rear lot line and the side lot lines to the points where the side lot lines intersect with an imaginary line established by the rear of the single-family structure and extending to the two side lot lines.
  - (c) <u>Chicken.</u> A female hen of any age, including chicks, being of the subspecies Gallus Gallus Domesticus. This definition does not include other kinds of fowl, such as ducks, quail, pheasant, geese, turkeys, guinea hens, peacocks, emus, or ostriches.
  - (d) <u>Coop.</u> An enclosed structure, building or pen within which chickens roost or are housed.
  - (e) Educational Facility. Any building used principally for educational purposes in which a school is located or a course of instruction or training program is offered that has been approved or licensed by a state agency or board, but excluding a home-based educational program that is operated from a residential dwelling.
- (3) KEEPING OF CHICKENS. Chickens may be kept or maintained within the municipal limits of the City, subject to all of the requirements and restrictions imposed in this section.
  - (a) Except as otherwise restricted in subsection (4) below, and subject to the permit requirements specified in subsection (5) below, up to four six chickens may be raised on lots zoned as follows: R-1 Single Family Residential; R-2 Two- Family Residential; R-4 Central Area Single-Family Residential; and R-5 Mixed Residential.
  - (b) Educational facilities may keep or maintain up to 25 chickens for educational purposes only, on obtaining prior written approval of the Waupun City Administrator.
  - (c) Chickens may be temporarily kept or maintained for special purposes such as a public picnic and other special events, on obtaining prior written approval of the Waupun City Administrator, which approval shall specify the duration in which chickens may be maintained for this purpose.
  - (d) Chickens may be kept or maintained in a local veterinarian's office for the purpose of observation or treatment.
  - (e) This section is not intended to alter or supersede any restrictive covenants or land use restrictions that are otherwise applicable to any property for which a permit is sought.
- (4) PROHIBITED AREAS. The keeping or maintaining of chickens shall be expressly prohibited as follows:
  - (a) On vacant lots, unless the permit holder maintains his or her primary residence on abutting property and the lots have been joined as one tax parcel so the coop is located on the same lot as that of the principle structure or use.
  - (b) On any property zoned R-6 Mobile Home or R-7 Single-Family Manufactured Home. Also within mobile home or manufactured home parks, regardless of zoning classification.

- (c) In any non-residential zoning district, except on obtaining prior authorization by Resolution of the Waupun Common Council.
- (d) On lots on which condominiums are located, regardless of the zoning classification.
- (e) On any property that is non-owner occupied or leased by a third party.

#### (5) PERMIT REQUIREMENTS.

- (a) No person shall own, keep or maintain chickens within the corporate limits of the City without first obtaining a permit, except that educational facilities shall be exempt from the permit requirement. Permits shall be issued to City residents only. No more than 10 permits shall be issued and outstanding at any one time. Permits shall be issued exclusively on a first-come, first-served basis. No permit shall be issued to any applicant who has an outstanding fine, fee, charge or overdue assessment owing to the City or the Waupun Utilities. No initial or renewal permit shall be issued unless the applicant provides written proof of having a current livestock premises registration on file with the Wisconsin Department of Agriculture, Trade and Consumer Protection.
- (b) Prior to obtaining a permit, the applicant shall provide written notification of the application to all abutting property owners, and all such property owners and their respective addresses shall be included with the permit application. The applicant shall certify in the application that all such property owners have been so notified. No permit shall be issued unless all owners of abutting property have signed a written statement giving approval of the permit application. No permit shall be issued to any property owner who is subject to an outstanding building or other code enforcement order, or where the property owner has received a citation within the past three years for a violation of Section 13.47 of the Waupun Municipal Code pertaining to minimum standards for property maintenance.

#### (6) PERMIT TERM AND FEES.

- (a) Permits shall be granted for a term of not more than one year, commencing on January 1st or the date of issuance, whichever is later, and ending on the following December 31st. Permits shall be renewed annually. Permits shall not be assigned or otherwise transferred to any other applicant or property.
- (b) The annual permit fee for keeping and maintaining chickens shall be set by resolution of the Common Council from time to time, and the permit fee must be paid to the City Clerk at the time of application. This fee shall not be prorated for a partial year.
- (c) All renewal permit applications and fees shall be due no later than January 1st of the permit year. Failure to timely renew the permit application will result in forfeiture of the permit. In the event of permit revocation or non-renewal, any holder seeking to re-apply shall be required to meet all initial requirements for obtaining a permit under this section, including without limitation, those requirements set forth in subsection (5) above.

#### (7) CHICKEN COOP LOCATION, DESIGN AND MAINTENANCE.

- (a) A coop and any attached enclosure shall be located only in the rear yard of the permit holder's residence. In addition, a coop and any attached enclosure shall not be closer than 15 feet to the side and rear property line or any residence on abutting property.
- (b) All chickens shall be kept and maintained within a ventilated and roofed coop in compliance with any applicable state and local requirements. All coops, including an attached coop enclosure, shall be enclosed with wire netting or equivalent material that will prevent chickens from escaping the coop or the attached enclosure. The coop structural floor shall be constructed to allow not less than four square feet nor more than eight square feet per chicken, and the height of the coop shall not exceed six feet above ground level. The coop shall have a clear open space to allow the chickens to walk on the ground or a concrete slab.

- (c) All coops and adjacent lot areas shall be maintained reasonably free from chicken-produced substances, including but not limited to chicken manure, such that the air or environment around the chickens does not become noxious or offensive or create a condition that would reasonably promote the breeding of flies, mosquitoes, or other insects, or provide a habitat or breeding or feeding place for rodents or other animals, or otherwise be injurious to public health.
- (8) SANITATION AND GENERAL REQUIREMENTS. Any person keeping chickens shall comply with the following requirements:
  - (a) No roosters or male chickens shall be kept or maintained at any time.
  - (b) No free-ranging of chickens shall be permitted, but all chickens shall at all times be kept within a ventilated and roofed outdoor coop or an attached coop enclosure as specified in subsection (7) above. Chickens shall not be permitted inside a residential premises or dwelling, except that newborn chickens (chicks) up to the age of three weeks may be kept in a residence or outbuilding.
  - (c) Chickens shall be provided with access to adequate feed and clean water at all times. Chicken feed shall be stored and kept in containers which make the feed inaccessible to rodents, vermin, wild birds, and other predators.
  - (d) No eggs shall be sold or exchanged for value, except those chickens that produce eggs while kept and maintained at an educational facility.
  - (e) Deceased chickens shall be disposed of immediately after death in a safe manner, which may include trash disposal after placing the deceased chicken in a plastic bag or container that is sealed from leaking. No chickens shall be slaughtered on the premises.
  - (f) A permit holder shall consult with a veterinarian with respect to chickens that appear ill or on the occasion of a sudden death. If a disease that would be contagious to humans is diagnosed, the permit holder shall comply with all recommendations of a licensed veterinarian so as to ensure prevention of transmission of a disease. A permit holder shall immediately report unusual illness or death of chickens to the County Health Department.
  - (g) The permit holder shall fully comply with all federal and state regulations in regard to the raising of urban chickens at all times.
- (9) INSPECTION, PENALTIES AND ENFORCEMENT.
  - (a) Inspection. The City Zoning Administrator shall make an initial inspection of the coop and any attached enclosures prior to any time in which chickens are kept or maintained on the property. The City shall have the power, whenever it may deem reasonably necessary, to enter a building, structure, or property where chickens are kept to ascertain whether the keeper is in compliance with this section.
  - (b) Enforcement. Any City officer so designated by the Waupun Common Council may issue compliance orders and citations pursuant to the provisions of this section. The City shall revoke a permit to keep chickens in the event that the City has issued two or more violations of this section within any six month period. All chickens, coops and attached enclosures shall be removed by permit holder within seven (7) calendar days of any permit revocation or non-renewal.
  - (c) Penalties. Any person who violates this section shall be subject to a forfeiture as established annually by the Common Council on the Fee Schedule for the first violation a forfeiture fee as established annually by the Common Council on the Fee Schedule for each subsequent violation. Each day that a violation of this section continues shall be deemed a separate violation. Any chickens found to be the subject of a violation of this section shall be subject to immediate seizure and impoundment and may be removed from the City by City officials in the event that the owner or keeper fails to timely remove the chicken as required in subsection (b) above. In addition to the foregoing penalties, any person who

violates this section shall pay all expenses, including shelter, food, handling and veterinary care, necessitated by enforcement of this provision.

(Ord. No. 19-03, § 2(Att.), 6-11-2019; Ord. No. 23-09, § 5, 11-28-2023)



#### 8.025 REGULATION OF CHICKENS.

- (1) PURPOSE AND INTENT. The purpose of this section is to specify conditions under which City residents may safely keep or maintain a limited number of chickens, to assure appropriate chicken coops or structures in which to house chickens, and to protect the health, safety, and welfare of the general population of the City of Waupun. This section shall be liberally construed to give effect to these purposes.
- (2) DEFINITIONS. In this section, the following terms shall have the meaning indicated:
  - (a) <u>Abutting Property.</u> All property that abuts an applicant's property at one or more points except public streets, roads or real estate owned by the City.
  - (b) <u>Backyard.</u> That portion of a lot enclosed by the property's rear lot line and the side lot lines to the points where the side lot lines intersect with an imaginary line established by the rear of the single-family structure and extending to the two side lot lines.
  - (c) <u>Chicken.</u> A female hen of any age, including chicks, being of the subspecies Gallus Gallus Domesticus. This definition does not include other kinds of fowl, such as ducks, quail, pheasant, geese, turkeys, guinea hens, peacocks, emus, or ostriches.
  - (d) <u>Coop.</u> An enclosed structure, building or pen within which chickens roost or are housed.
  - (e) Educational Facility. Any building used principally for educational purposes in which a school is located or a course of instruction or training program is offered that has been approved or licensed by a state agency or board, but excluding a home-based educational program that is operated from a residential dwelling.
- (3) KEEPING OF CHICKENS. Chickens may be kept or maintained within the municipal limits of the City, subject to all of the requirements and restrictions imposed in this section.
  - (a) Except as otherwise restricted in subsection (4) below, and subject to the permit requirements specified in subsection (5) below, up to six chickens may be raised on lots zoned as follows: R-1 Single Family Residential; R-2 Two- Family Residential; R-4 Central Area Single-Family Residential; and R-5 Mixed Residential.
  - (b) Educational facilities may keep or maintain up to 25 chickens for educational purposes only, on obtaining prior written approval of the Waupun City Administrator.
  - (c) Chickens may be temporarily kept or maintained for special purposes such as a public picnic and other special events, on obtaining prior written approval of the Waupun City Administrator, which approval shall specify the duration in which chickens may be maintained for this purpose.
  - (d) Chickens may be kept or maintained in a local veterinarian's office for the purpose of observation or treatment.
  - (e) This section is not intended to alter or supersede any restrictive covenants or land use restrictions that are otherwise applicable to any property for which a permit is sought.
- (4) PROHIBITED AREAS. The keeping or maintaining of chickens shall be expressly prohibited as follows:
  - (a) On vacant lots, unless the permit holder maintains his or her primary residence on abutting property and the lots have been joined as one tax parcel so the coop is located on the same lot as that of the principle structure or use.
  - (b) On any property zoned R-6 Mobile Home or R-7 Single-Family Manufactured Home. Also within mobile home or manufactured home parks, regardless of zoning classification.

- (c) In any non-residential zoning district, except on obtaining prior authorization by Resolution of the Waupun Common Council.
- (d) On lots on which condominiums are located, regardless of the zoning classification.
- (e) On any property that is non-owner occupied or leased by a third party.

#### (5) PERMIT REQUIREMENTS.

- (a) No person shall own, keep or maintain chickens within the corporate limits of the City without first obtaining a permit, except that educational facilities shall be exempt from the permit requirement. Permits shall be issued to City residents only. No permit shall be issued to any applicant who has an outstanding fine, fee, charge or overdue assessment owing to the City or the Waupun Utilities. No initial or renewal permit shall be issued unless the applicant provides written proof of having a current livestock premises registration on file with the Wisconsin Department of Agriculture, Trade and Consumer Protection.
- (b) No permit shall be issued to any property owner who is subject to an outstanding building or other code enforcement order, or where the property owner has received a citation within the past three years for a violation of Section 13.47 of the Waupun Municipal Code pertaining to minimum standards for property maintenance.

#### (6) PERMIT TERM AND FEES.

- (a) Permits shall be granted for a term of not more than one year, commencing on January 1st or the date of issuance, whichever is later, and ending on the following December 31st. Permits shall be renewed annually. Permits shall not be assigned or otherwise transferred to any other applicant or property.
- (b) The annual permit fee for keeping and maintaining chickens shall be set by resolution of the Common Council from time to time, and the permit fee must be paid to the City Clerk at the time of application. This fee shall not be prorated for a partial year.
- (c) All renewal permit applications and fees shall be due no later than January 1st of the permit year. Failure to timely renew the permit application will result in forfeiture of the permit. In the event of permit revocation or non-renewal, any holder seeking to re-apply shall be required to meet all initial requirements for obtaining a permit under this section, including without limitation, those requirements set forth in subsection (5) above.

#### (7) CHICKEN COOP LOCATION, DESIGN AND MAINTENANCE.

- (a) A coop and any attached enclosure shall be located only in the rear yard of the permit holder's residence. In addition, a coop and any attached enclosure shall not be closer than 15 feet to the side and rear property line or any residence on abutting property.
- (b) All chickens shall be kept and maintained within a ventilated and roofed coop in compliance with any applicable state and local requirements. All coops, including an attached coop enclosure, shall be enclosed with wire netting or equivalent material that will prevent chickens from escaping the coop or the attached enclosure. The coop structural floor shall be constructed to allow not less than four square feet nor more than eight square feet per chicken, and the height of the coop shall not exceed six feet above ground level. The coop shall have a clear open space to allow the chickens to walk on the ground or a concrete slab.
- (c) All coops and adjacent lot areas shall be maintained reasonably free from chicken-produced substances, including but not limited to chicken manure, such that the air or environment around the chickens does not become noxious or offensive or create a condition that would reasonably promote the breeding of flies, mosquitoes, or other insects, or provide a habitat or breeding or feeding place for rodents or other animals, or otherwise be injurious to public health.

- (8) SANITATION AND GENERAL REQUIREMENTS. Any person keeping chickens shall comply with the following requirements:
  - (a) No roosters or male chickens shall be kept or maintained at any time.
  - (b) No free-ranging of chickens shall be permitted, but all chickens shall at all times be kept within a ventilated and roofed outdoor coop or an attached coop enclosure as specified in subsection (7) above. Chickens shall not be permitted inside a residential premises or dwelling, except that newborn chickens (chicks) up to the age of three weeks may be kept in a residence or outbuilding.
  - (c) Chickens shall be provided with access to adequate feed and clean water at all times. Chicken feed shall be stored and kept in containers which make the feed inaccessible to rodents, vermin, wild birds, and other predators.
  - (d) No eggs shall be sold or exchanged for value, except those chickens that produce eggs while kept and maintained at an educational facility.
  - (e) Deceased chickens shall be disposed of immediately after death in a safe manner, which may include trash disposal after placing the deceased chicken in a plastic bag or container that is sealed from leaking. No chickens shall be slaughtered on the premises.
  - (f) A permit holder shall consult with a veterinarian with respect to chickens that appear ill or on the occasion of a sudden death. If a disease that would be contagious to humans is diagnosed, the permit holder shall comply with all recommendations of a licensed veterinarian so as to ensure prevention of transmission of a disease. A permit holder shall immediately report unusual illness or death of chickens to the County Health Department.
  - (g) The permit holder shall fully comply with all federal and state regulations in regard to the raising of urban chickens at all times.
- (9) INSPECTION, PENALTIES AND ENFORCEMENT.
  - (a) Inspection. The City Zoning Administrator shall make an initial inspection of the coop and any attached enclosures prior to any time in which chickens are kept or maintained on the property. The City shall have the power, whenever it may deem reasonably necessary, to enter a building, structure, or property where chickens are kept to ascertain whether the keeper is in compliance with this section.
  - (b) Enforcement. Any City officer so designated by the Waupun Common Council may issue compliance orders and citations pursuant to the provisions of this section. The City shall revoke a permit to keep chickens in the event that the City has issued two or more violations of this section within any six month period. All chickens, coops and attached enclosures shall be removed by permit holder within seven (7) calendar days of any permit revocation or non-renewal.
  - (c) Penalties. Any person who violates this section shall be subject to a forfeiture as established annually by the Common Council on the Fee Schedule for the first violation a forfeiture fee as established annually by the Common Council on the Fee Schedule for each subsequent violation. Each day that a violation of this section continues shall be deemed a separate violation. Any chickens found to be the subject of a violation of this section shall be subject to immediate seizure and impoundment and may be removed from the City by City officials in the event that the owner or keeper fails to timely remove the chicken as required in subsection (b) above. In addition to the foregoing penalties, any person who violates this section shall pay all expenses, including shelter, food, handling and veterinary care, necessitated by enforcement of this provision.

(Ord. No. 19-03, § 2(Att.), 6-11-2019; Ord. No. 23-09, § 5, 11-28-2023)



## **AGENDA SUMMARY SHEET**

**MEETING DATE:** 8/27/24

AGENDA SECTION:

PRESENTER:

**ORDINANCE** 

Kathy Schlieve, City

Administrator

TITLE: Ordinance to amend Ch. 11.02 Peddlers,

Solicitors, and Transient Merchants and create 11.025 Mobile Food Vehicle Vendors

(First Reading)

DEPARMTENT GOAL(S) SUPPORTED (if applicable)	FISCAL IMPACT	
High Performance Government		

### **ISSUE SUMMARY**

Included is an ordinance amending Chapter 11 to create a mobile food truck ordinance. This is a first read.

### STAFF RECOMMENDATION:

First Read

### **ATTACHMENTS:**

Amended Ordinance for Chapter 11, creating a mobile food ordinance

## **RECOMMENDED MOTION:**

First Reading

#### ORDINANCE NUMBER 2024-

# AN ORDINANCE TO AMEND CHAPTER ELEVEN OF THE MUNICIPAL CODE OF THE CITY OF WAUPUN ENTITLED LICENSES AND PERMITS

THE COMMON COUNCIL OF THE CITY OF WAUPUN, DODGE AND FOND DU LAC COUNTY, WISCONSIN ORDAINS:

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

#### 11.02 PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS.

- (1)LICENSE REQUIRED. It shall be unlawful for any peddler, solicitor or transient merchant, as defined in subsection (2) of this section, to engage in any such business within the City without first obtaining a license therefore in compliance with the provisions of this section.
- (2) DEFINITIONS. When used in this section, the following terms shall have the following meanings:
  - (a) <u>Peddler</u> shall include any person who goes from house to house, from place to place or from street to street, conveying goods, wares or merchandise or offering or exposing the same for sale, or making sales and delivering articles to purchasers. It shall not include venders of milk, bakery products, groceries or others who distribute their products to regular customers on established routes.
  - (b) <u>Solicitor</u> shall include any person who goes from house to house, from place to place, or from street to street, soliciting or taking or attempting to take orders for sale of goods, wares or merchandise, including magazines, books, periodicals or professional property of any nature whatsoever, for future delivery, or for service to be performed in the future, whether or not such individual has, carries or exposes for sale a sample of the subject of such order, or whether or not he is they collecting advanced payments on such orders.
  - (c) Transient Merchant\_shall include any person, whether as owner, agent, consignee or employee, who engages in a temporary business of selling and delivering goods, wares and merchandise within the City, and who, in furtherance of such purpose, hires, leases, uses or occupies any building, structure, motor vehicle, trailer, tent, hotel or lodging room, apartment, shops or any street, alley or other place within the City, for the exhibition and sale of such goods, wares and merchandise either privately or in public, provided that, such definition shall not be construed to include any person who, while occupying such temporary location, does not sell from stock, but exhibits samples for the purpose of securing orders for future delivery only. This definition shall specifically include those persons engaged in the taking of and sale of photographs and the sale and service of hearing aids within the City.

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

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

- (a) Newsboys with established routes.
- (b) The acts of merchants or their employees in taking orders, at the houses of their regular customers who expect them to call, for goods held by the merchant in stock at established places of business in the City.
- (c) Acts of merchants and their employees in delivery of such goods.
- (d) To persons selling personal property at wholesale to dealers in such articles.
- (e) To a farmer or truck gardener who shall vend, sell or dispose of, or offer to vend, sell or dispose of, the products of the farm or garden occupied and cultivated by him in this state.

- (f) To an ex soldier to whom the State has issued a peddler's license because of his their physical disability.
- (g) To a nonprofit service club chapter or a nonprofit educational institution based within the City, or to any other nonprofit charitable or recreational organization with a local chapter based in the City.

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

#### (5)INVESTIGATION FEE.

- (a) Every applicant for a license under this section as a peddler, solicitor or transient merchant shall, at the time of the filing of such application with the City Clerk pay to the Clerk for the City an investigation fee as set by the Common Council on the Official Fee Schedule fee of \$50.00. The monies so paid shall be retained by the City whether a license is issued to the applicant or not.
- (b) Every applicant for a license under this section as a peddler, solicitor or transient merchant, to whom the City has issued such a license within the 12 months immediately preceding the date of the present application, shall pay to the City through the office of the Clerk an investigation fee as set by the Common Council on the Official Fee Schedule fee of \$30.00.

#### (6)INVESTIGATION AND ISSUANCE OF LICENSE.

- (a) Upon receipt of each application, it shall be referred to the Chief of Police, who shall immediately instigate such investigation of the applicant's business and moral character as he deems necessary for the protection of the public good. He The Chief of Police or their designee shall, in his their discretion, contact the Police Department and Association of Commerce at the residence of the applicant; the Police Department and Association of Commerce of not to exceed 3 cities or Villages where the applicant has last conducted his their business; the Federal Bureau of Investigation, Federal Trade Commission or appropriate State Department; and any other sources which, in the opinion of the Chief of Police will furnish information as to the character and record of the applicant or persons engaged in business with him. The Chief of Police shall endorse the application in the manner prescribed in this section within 10 working days after it has been filed by the applicant with the Clerk.
- (b) If, as the result of such investigation, the applicant's character or business responsibility is found to be unsatisfactory, the Chief of Police or their designee shall endorse on such application his their disapproval and his their reasons for the same, and return the application to the City Clerk, who shall notify the applicant that his their application is disapproved and that no license shall be issued.
- (c) If, as the result of such investigation, the character and business responsibility of the applicant is found to be satisfactory, the Chief of Police or their designee shall endorse on the application his their approval and return the application to the City Clerk, who, upon the payment of the balance of the license fee and filing of the necessary bond shall deliver the application for license and report or recommendation of the Chief of Police to the City Council for action thereon.

- (d) The application for license and recommendation of the Chief of Police shall be considered by the City Council at their next regular, adjourned or special meeting. The City Council, in its discretion, may direct the City Clerk to issue such a license, subject to the conditions herein contained and such further conditions as the Council may impose.
- (e) Such license shall contain the signature of the issuing officer and shall show the name, address and class of license issued and the kind of goods to be sold or service to be rendered thereunder, the amount of fee paid, the date of issuance and the length of time the license shall be operative, as well as other identifying descriptions concerning the applicant. No license shall be used at any time by any person other than the one to whom it was issued, excepting that an employee may serve under a license issued to his their employer. The Clerk shall keep a permanent record of all licenses issued.

# (7) FEES AND BOND.

- (a) The investigation fee, as heretofore set forth, shall permit any applicant to whom a license is to be granted, to conduct his their business within the City for a period of not to exceed 2 days without additional cost, excepting for the bond hereinafter set forth. Every applicant for a license under this section and to whom such a license is to be granted, and who proposes to conduct his their business within the City for a period of time longer than 2 days, shall pay to the City, through the office of the City Clerk a fee as set by the Common Council on the Official Fee Schedule, the additional sum of \$20.00 per day, for each day, or portion thereof, that such business is to be conducted in the City, over and above the initial 2-day period. The term "day" as used herein shall mean each business day, and shall not include Sundays, holidays or days when no business is conducted.
- (b) Every applicant for a license under this section, to whom such a license is to be granted shall, prior to the issuance of such license, file with the City Clerk of the City a surety bond to guarantee the applicant's good, honorable and lawful possession and proper and legal distribution and sale of the merchandise or personal services that he they propose to sell. The bond shall be a fee as set by the Common Council on the Official Fee Schedule in the amount of \$100.00 for each day that the applicant proposes to conduct his their business in the City, excepting that the maximum amount of such bond shall be the sum of \$1,000.00. The application for the license herein described shall authorize the City Clerk of the City to utilize the said bond, or portions thereof, to pay for any monetary fine and costs which might be assessed against the applicant, or an employee or agent of the applicant acting in his their behalf for violations of any of the provisions of this section, or to satisfy any judgment rendered against the applicant, or an employee or agent of the applicant for violations of any contract existing between the applicant, or his their employee or agent for merchandise to be furnished or services to be rendered to any person while the said applicant, or his their employee or agent is conducting business within the City during the licensed period.
  - 1. Said surety bond shall be held by the City Clerk for not less than 60 days after the applicant has completed the business set forth in the license, and the bond shall then be returned to the applicant unless the City Clerk has been notified of any actions pending against the said applicant, or an employee or agent of the applicant for the violation of any of the provisions of this section, or for the violation of any contracts existing between the said applicant or his their employees or agents with a purchaser of the materials or services.
  - 2. If the City Clerk is notified of any action against the applicant, or his their employee or agent for the violation of any of the terms of this section, or for the violation of any contract with or to any purchaser of materials or services, the City Clerk shall then hold such surety bond until satisfaction has been made to the City or to the purchaser of such materials or services, or in lieu thereof, shall deduct the amount or sum necessary to satisfy such judgment due the City or due the purchaser of the materials or services, and shall then remit the balance of the surety bond to the applicant.
- (c) The applicant may furnish a certified check, a cashier's check or a money order payable to the City in lieu of the surety bond herein required.

- (a) Any applicant for a license under this section may apply to the City Council for an annual license. The annual fee shall be a fee as set by the Common Council on the Official Fee Schedule \$200.00 and shall be assessed on a calendar year basis, excepting, that if the license is issued on or after July 1, the amount of such annual fee for the remainder of the year shall be \$100.00. The annual fee as herein set forth shall include the investigation fee.
- (b) The surety bond, or acceptable alternative, as described in subsection (7)(b) above shall be required by the City Council of any applicant for an annual license, and such bond shall be a fee as set by the Common Council on the Official Fee Schedule in the amount prescribed by the City Council, but shall not exceed the sum of \$1,000.00. The surety bond shall be held by the City Clerk under the same conditions as set forth in subsection (7)(b)1. above.

#### (9) CONDITIONS OF LICENSE.

- (a) No license nor any person in his on their behalf, shall shout, cry out, blow a horn, ring a bell or use any sound amplifying device upon any of the streets, alleys, parks or other public places in the City, or upon private premises without approval of the Chief of Police or their designee.
- (b) No licensee shall have any exclusive right to any location in the public streets, nor shall any licensee be permitted a stationary location thereon, nor shall any licensee to operate in a congested area where such operation impedes or inconveniences the public use of such streets. For the purpose of this section the judgment of the Chief of Police or their designee, exercised in good faith, shall be deemed conclusive as to whether the area is congested and the public impeded or inconvenienced.
- (c) The licensee shall be required to exhibit their certificate of license at the request of any citizen.

# (10) REVOCATION OF LICENSE.

- (a) Licenses issued under the provisions of this section may be revoked by the Mayor or Chief of Police or their designee of the City for any of the following causes:
  - 1. Fraud, misrepresentation or incorrect statement contained in the application for license.
  - 2. Fraud, misrepresentation or incorrect statement made in the course of carrying on his their business as peddler, solicitor or transient or itinerant merchant.
  - 3. Any violation of this section.
  - 4. Conviction of any crime or misdemeanor.
  - 5. Conducting the business of peddler, solicitor or transient or itinerant merchant, as the case may be, in an unlawful manner or in such a manner as to come to a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.
- (b) Notice of such revocation of a license shall be given by the Mayor or Chief of Police or their designee in writing, setting forth specifically the grounds of complaint and the time and place of the hearing. Such notice shall be mailed to the licensee at his their last known address, or shall be delivered by a police officer in the same manner as a summons. Such revocation shall be effective immediately upon service of such notice by personal service or by mail.
- (11) APPEAL. Any person aggrieved by the action of the Chief of Police or their designee in the denial of a permit or license as provided in this section, may appeal to the City Council of the City. Such appeal shall be taken by filing with the City Council 14 days after notice of the action complained of, a written statement setting forth fully the grounds for the appeal. The City Council shall set a time and place for hearing such appeal and notice of such hearing shall be given to the appellant in the same manner as provided in subsection (10) of this section for notice of hearing on revocation.
- Any person aggrieved by the action of the Mayor or Chief of Police or their designee in revoking a license or permit previously granted by the action of the City Council, may appeal such revocation to the City Council. Such appeal shall be taken within 7 days of the service of such notice of revocation and shall be filed with the City Clerk. Such appeal shall set forth the grounds for appeal. The Mayor shall call a special Council meeting within 3 days after the filing of such an appeal and shall give not less than 6 hours' notice of such meeting to the applicant and shall

permit him to be heard at the meeting. The Council may uphold such revocation, may overrule such revocation, or may reinstate the license of the applicant with such further conditions as the Council may determine to be warranted. If such revocation is upheld, the Council may direct that a portion of the license fee paid be refunded to the applicant.

- (13) PENALTY. Any person who shall violate any provision of this section shall forfeit a fee as set by the Common Council on the Official Fee Schedule, not less than \$25.00 and not more than \$100.00, together with the costs of prosecution, and in default of payment of the forfeiture and costs shall be imprisoned in the County Jail until such forfeiture and costs of prosecution shall be paid, but not to exceed 20 days. Each day's violation of this section shall constitute a separate offense.
- (14) SEVERANCE CLAUSE. The provisions of this section are declared to be severable and if any section, sentence, clause or phrase of this section shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining section, sentences, clauses and phrases of this section, but they shall remain in effect, it being the legislative intent that this section shall stand notwithstanding the invalidity of any part.

**SECTION 2:** Section 11.025 of the Municipal Code of the City of Waupun entitled "MOBILE FOOD VEHICLE VENDORS" is created as follows:

#### 11.025 MOBILE FOOD VEHICLE VENDORS

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

#### (2) RESTRICTIONS.

- (a) It shall be unlawful for any person to do any of the following within a public right-of-way or public property in the City of Waupun without first having obtained a valid Mobile Food Vehicle Vendor license as prescribed in this article:
  - (1) Operate a Mobile Food Vehicle;
  - (2) Serve, sell, or distribute food from a Mobile Food Vehicle;
  - (3) Cook, wrap, package, process, or portion food in a Mobile Food Vehicle for service, sale, or distribution.

- (b) No person shall park, stop, or operate a Mobile Food Vehicle, nor shall any Mobile Food Vehicle Vendor permit any person to park, stop or operate a Mobile Food Vehicle in a location adjacent to or within a 100-foot radius of the nearest edge of any building or section of a building comprising a licensed food establishment, excluding any patio, awning, or temporary enclosure attached thereto, the kitchen of which is open for serving food to patrons. This requirement may be waived if the most recent application for a Mobile Food Vendor license was submitted together with the written consent of the proprietor of the adjacent licensed food establishment.
- (c) All Mobile Food Vehicle Vendors shall abide by all parking and traffic laws, ordinances, statutes, rules, and regulations at all times.
  - (i) Designated spaces in the Downtown Central Business District Food Truck Alley will be utilized on a first-come-first reserved basis. When designated food truck spaces are full, vendors may park on Main Street from Carrington to Drummond Streets, and Madison Street from Jefferson to Franklin Streets subject to compliance with parking regulations. The two-hour parking restriction will be strictly enforced. Vendors that violate the two-hour restriction will not receive warning prior to being cited.
  - (ii) No person shall park, stop, or operate a Mobile Food Vehicle, nor shall any Mobile Food Vehicle Vendor permit any person to park, stop or operate a Mobile Food Vehicle in a location within 500 feet of the boundary line of any property upon which a fair, farmer's market, festival, carnival, circus, special event, or civic event licensed or sanctioned by the city is occurring, except when the vendor has obtained a permit or otherwise properly obtained permission to do so.
- (d) A person with a valid driver's license of such a classification to allow the operation of the Mobile Food Vehicle shall be with the Mobile Food Vehicle at all times that any activity is taking place in the Mobile Food Vehicle.

  The Mobile Food Vehicle Vendor is liable for any violation of this subsection.
- (e) All signage must be permanently affixed to the Mobile Food Vehicle. No accessory signage shall be placed outside or around the Mobile Food Vehicle.
- (f) A Mobile Food Vehicle Vendor may vend, sell, or dispose of goods, wares, or merchandise in the city between the hours of 6:00 AM to 9:00 PM (Sunday through Thursday) and from 6:00 AM to 10:00 PM (Friday and Saturday). Mobile Food Vehicles must be closed, the area cleaned, including garbage removal, and the Mobile Food Vehicle removed by the time specified.
- (g) Mobile Food Vehicle vending hours are not restricted on private property locations.
- (h) A Mobile Food Vehicle Vendor licensee shall keep the premises in a clean and sanitary condition.
- (i) Nothing in this article shall be deemed to supersede or repeal any ordinance relating to noise, park closing hours, or parking, except as specifically provided in this article. Mobile Food Vehicle Vendors shall take every precaution to ensure that their operation does not materially affect the peace and welfare of the general public nor cause any unreasonably loud, disturbing and unnecessary noise or any noise of such character, intensity or duration as to be detrimental to the life or health of any individual or which is in the disturbance of public peace and welfare.

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

#### (3) LICENSE REQUIRED; APPLICATION; REGULATION.

- (a) Any person desiring to operate a Mobile Food Vehicle shall make a written application for a Mobile Food Vehicle Vendor license to the city clerk's office. The application for such license shall be on forms provided by the city clerk's office and shall include the following:
  - (1) The name, signature, and address of each applicant and of each member or officer of a corporate applicant.
  - (2) A description, including make, model, and license plate of the Mobile Food Vehicle.
  - (3) A valid copy of all necessary licenses, permits or certificates required by either Dodge County or Fond du Lac County, the State of Wisconsin, or any subsidiary enforcement agencies or departments thereof, including but not limited to valid proof of registration for the Mobile Food Vehicle and driver's license for all operators and employees.
  - (4) A signed statement that the Mobile Food Vehicle Vendor shall hold harmless the city and its officers and employees, and shall indemnify and hold harmless the city and its officers and employees for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the license. The Mobile Food Vehicle Vendor shall furnish and maintain such liability insurance as will protect the Mobile Food Vehicle Vendor and the city from all claims for damage to property or bodily injury, including death, which may arise from the operations under the license or in connection therewith. Such insurance shall provide coverage of not less than \$1,000,000.00 per occurrence. The City of Waupun must be named as an additional insured and a copy of the Certificate of Liability Insurance provided with the annual application. The policy shall further provide that it may not be canceled except upon 30 days written notice served upon the city clerk. A license issued pursuant to the provisions of this section shall be invalid at any time the insurance required herein is not maintained and evidence of continuing coverage is not filed with the city clerk.
  - (5) Any additional information deemed necessary by the city clerk to determine if issuance of a Mobile Food Vehicle Vending license to a particular applicant would be in the best interest of the public.
- (b) Upon receipt of an application for a Mobile Food Vehicle Vendor license, the clerk or appropriate department may conduct a background check.
- (c) Each Mobile Food Vehicle Vendor license shall expire on December 31st of each year and the fee will not be prorated.
- (d) All Mobile Food Vehicle Vendors licensed under this section shall pay an annual license fee as determined by the Common Council and listed on the official fee schedule.

- (e) Upon renewal of license, each applicant must provide a new application, a renewal fee as set on the fee schedule, and any new permitting documentation upon the license renewal.
- (f) A Mobile Food Vehicle Vendor license is not transferable from person to person or business to business.
- (g) A Mobile Food Vehicle Vendor license is valid for one Mobile Food Vehicle only.
- (h) The Mobile Food Vehicle Vendor license shall be permanently and prominently affixed to the Mobile Food Vehicle.
- (i) Each and every vendor will at all times keep a "measuring wheel or measuring tape" with a measuring capacity of no less than 200 feet on the Mobile Food Vehicle. The measuring wheel or tape will be available for use by any person operating or working on the Mobile Food Vehicle and by any police officer or other municipal official tasked with enforcing the provisions of this article.
- (j) Mobile Food Vehicles are not permitted on public sidewalks.
- (k) Mobile Food Vehicle Vendors are allowed in City parking lots only as a part of an approved special event application or upon approval by the City Clerk or their designee. Mobile Food Vehicle Vendors are allowed adjacent to or within City parks, but shall not park, stop, or operate a Mobile Food Vehicle, nor permit any person to park, stop, or operate a Mobile Food Vehicle in a location to or within a 200-foot radius of the nearest edge of any building or section of a building located in a City park that sells food or beverage.
- (I) The mobile food establishment will be required to be inspected by the City of Waupun fire department for the purpose of ascertaining and causing to be corrected any conditions or any violations of any law or ordinance related to fire and life safety hazards. The mobile food establishment shall pay any applicable inspection fee for this inspection. The City of Waupun Fire Department shall also have the right to conduct on-site inspections when the mobile food vehicle is operational. A certificate of Compliance shall be permanently and prominently affixed to the mobile food vehicle.

#### (4) VEHICLE REGULATIONS

- (a) Any Mobile Food Vehicle must be designed and constructed specifically for the purpose of vending food.
- (b) Amplified music or sounds from any Mobile Food Vehicle on public property is not allowed.
- (c) All Mobile Food Vehicle Vendors shall be entirely self-contained in regard to gas, water, electricity, and equipment(s) required for the operation of the Mobile Food Vehicle.
- (d) All Mobile Food Vehicles must have valid license plates and registration as provided by Wisconsin State Statutes.
- (e) No Mobile Food Vehicle may violate any traffic or parking statute or ordinance.
- (f) No flashing or blinking lights, or strobe lights are allowed on a Mobile Food Vehicle or related signage when the establishment is parked and engaged in serving customers.
- (g) All Mobile Food Vehicles shall comply with all Federal, State, and local regulations regarding vehicle size requirements.

(h) All Mobile Food Vehicle Vendors are prohibited from connecting to light poles, utility poles, or any public source of electricity, water or sewer, or to any planter or tree or other public amenity. Authorization to use City utilities in City parks may be granted by the Director of Public Works and will be required to pay an additional fee as listed on the fee schedule.

#### (5) SUSPENSION AND REVOCATION.

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

SECTION 3: All Ordinances or portions of Ordinances inconsistent with this Ordinance are hereby repealed.

n as required by law.

SECTION 4: This Ord	inance shall be	e in full force and effect upon it	s passage and publicatio
Adopted this	day of	, 2024.	
ATTEST:			Rohn W. Bishop Mayor
Angela J. Hull			
City Clerk/Treasurer			



AGENDA SUMMARY SHEET

MEETING DATE: 8/27/24 TITLE: Vacant Building Registration and

Maintenance Ordinance (Discussion Only)

AGENDA ORDINANCE SECTION:

PRESENTER: Kathy Schlieve, City

Administrator

DEPARMTENT GOAL(S) SUPPORTED (if applicable)	FISCAL IMPACT		
High Performance Government			

#### **ISSUE SUMMARY**

The City has, and is likely to have in the future, vacant buildings that are inadequately maintained so as to create or contribute to blight, depress market values of surrounding properties, require additional governmental services, and endanger public health and safety. Staff researched how other communities have addressed similar concerns and identified ordinances that require vacant building registration to facilitate the identification, registration, inspection and standard maintenance of vacant buildings to:

- (1) Preserve and promote public health, safety, prosperity, and general welfare;
- (2) Abate and prevent public and private nuisances and potential fire hazards;
- (3) Promote neighborhood stability and occupancy by preserving the condition and appearance of properties; and
- (4) Maintain property values and assessments.

#### STAFF RECOMMENDATION:

Discussion Only; Seeking direction on whether this is something the council is interested in pursuing

#### **ATTACHMENTS:**

Menasha WI EXAMPLE Ordinance on Vacant Building Registration Oshkosh WI EXAMPLE Ordinance on Vacant Building Registration

# **RECOMMENDED MOTION:**

Discussion only



#### ORDINANCE O-08-20

AN ORDINANCE AMENDING Title 2 – Government and Administration, Chapter 4, SEC. 2-4-8 (Vacant Building Registration)

### INTRODUCED BY THOMAS GRADE

The Common Council of the City of Menasha does hereby ordain as follows:

SECTION 1: Amend Title 2, Chapter 4, SEC 2-4-8 by creating (o) of the Code of Ordinances of the City of Menasha, Wisconsin as follows:

Title 2 – Government and Administration

#### **CHAPTER 4**

Boards, Commissions and Committees

...

#### SEC. 2-4-8. LANDMARKS COMMISSION.

...

## (o) VACANT BUILDING REGISTRATION.

- (1) INTENT. It is the intent of this ordinance to require owners of vacant buildings in the Central Business District (C-2) to register with the City of Menasha and to maintain these buildings to prevent creation of public nuisance; preserve property values, and promote the comfort, health, safety, morals, prosperity, aesthetics and general welfare of the people of the City of Menasha.
- (2) VACANT DEFINED: For the purpose of this Section, a vacant building is defined as any building, zoned Central Business District (C-2), that has commercial units that are abandoned, unoccupied, empty, or has a retail business that is not open to the public more than 13 days a month. A day is a period of time, not less than 4 consecutive hours in a 24 hour period, which a business is open to the public and an employee of that business is present at the property.

#### (3) REGISTRATION:

a. The property owner of any building, within the Central Business District (C-2), that is or has become vacant, shall file a registration statement with the Community Development Department, on forms provided by the department, within 30 days, after the effective date of this ordinance, after the building

becomes vacant or within 30 days after assuming ownership, whichever is later.

- 1. It is the responsibility of the property owner to register their building with the city if any of the commercial units within the building are vacant.
- 2. If the building is not vacant the burden of proof shall lie with the property owner.
- 3. There is no fee for the initial registration of a vacant building.
- b. The property owner shall renew the registration for successive 6-month periods as long as the building remains vacant and shall pay a registration renewal fee of \$250 for each registered building.
  - 1. The property owner of any vacant building for which registration is required by this section shall provide access to the city to conduct an exterior and interior inspection of the building to determine compliance with building and health code requirements, following reasonable notice. If any property owner of a vacant building does not provide access to the property at the scheduled time, the Community Development Director or designee may apply for and obtain a special inspection warrant pursuant to §66.0119, Wis. Stats.
  - 2. Every vacant building shall be subject to city inspection at least once every six months.
  - 3. In the event the inspector finds a code violation anywhere on the property, a re-inspection fee of \$500 per vacant building inspection will be imposed until the violation has been corrected. Once the violation is corrected the fee shall return to \$250 per vacant building inspection.
  - 4. A fee of \$85 shall be imposed for each time the inspector is unable to gain access to the structure for the inspection at the time scheduled.
- (4) In the event the building no longer meets the definition of vacant, it is the responsibility of the property owner to contact the city and provide proof the building is occupied. At this time the building will be removed from the vacant building registration list.
- (5) FAILURE TO REGISTER. Any property owner that fails to register or re-register a vacant building as required under this section shall, upon conviction, forfeit not less than \$500 nor more than \$2,000, together with the costs of the action.
- (6) A building vacant for more than a year or a building that has failed multiple inspections may be recommended by the Landmarks Commission to the Plan Commission to be blighted pursuant to Wisconsin State Statute 66.1333(2m)(bm).
- (7) FEES COLLECTED: All funds collected through the Vacant Building Ordinance shall be put into the CBD Façade Renovation Grant/Loan Program.

SECTION 2: This amending Ordinance shall take effect upon passage and publication as provided by law.

# Passed and approved this 3<sup>rd</sup> day of August, 2020.

Recommended by: Alderperson

Thomas Grade

Motion/Second:

Ald. Tom Grade/Ald. Ted Grade

Passed 8-0

Requires: Majority Vote

Donald Merkes, Mayor

ATTEST:

Haley Krautkramer City Clerk

#### **Section 30-221: Regulations for Vacant Buildings**

- (A) This Section shall apply to all buildings. [Revised 10/13/20]
- (B) Where any building is vacated because 100 of the residential or commercial use conducted thereon is being terminated or relocated to a different building, the party that vacated the site shall not impose limits on the types reuse of the vacated site through conditions of sale or lease.
- (C) With the exception of historic building san landmark, any building that is completely vacation for any reason shall be subject to the following provisions:
  - (1) The owner must file with the City a written statement as to the names, phone numbers, and addresses for all persons who are in control of the property and building.
  - (2) The owner shall be required to meet the requirements defined below based on the amount of time the building remains vacant:

Figure 30-221: Steps for Addressing Building Vacancy

Time Period Building is Vacant	Requirements		
1 Year of Vacancy	Install a fire department access box for annual fire inspection if the Fire Department determines it is necessary. Remove signage per the requirements of Section 30-313.		
5 Years of Vacancy	The City will complete a comprehensive maintenance review of the property and may require the property owner to meet the standards of the Property Maintenance and Building Codes.		
10 Years of Vacancy	If the building is not maintained, the City may require the site to be cleared of all improvements and returned to vegetative ground cover.		

- (3) Within the first quarter of each year of complete vacancy, the owner shall provide the Director of Community Development, or designee, with a statement as to the condition of the building and prospects for removal or re-occupancy of the building(s).
- (4) At any time following complete vacancy, the City may utilize other enforcement options available to it to ensure property maintenance and upkeep of the building and site such as requiring the property owner to meet the standards of the Property Maintenance and Building Codes.
- (5) Occupancy of any portion of the building(s) and/or the exterior grounds for a period of less than 90 consecutive days shall not be considered to remove the vacancy status of the building under this Section.

#### City of Waupun Ordinance Revision Progress Timeline

,	Last Update 8/22/2024								
Muni. Code Chapter	Description	Requested By	Date requested	Assigned To	Priority	Status	Deadline	Additional Notes	
2	Remote Meeting Attendance / Voting	Kathy	3/22/2024	Angie	1	Researching	12/1/2024		
3	Record Retention - Social Media Archive	Casey	4/22/2024	Casey	1	In Draft Form	10/1/2024	Discussion draft document prepared, sent to legal for review	
6	Bicycles on Sidewalks	Mayor	5/13/2024	Casey	1	Researching	10/1/2024	Includes research on e-bikes and e-schooters.	
8	Dog Leash	Jeremy	2/1/2024	Jeremy	1	Researching	9/27/2024	Working on language to include a stepped penalty, i.e., 1st offense, 2nd offense. Anticipate September COW review	
11	Public Art	Kathy	3/18/2024	Kathy	1	Draft Form	12/1/2024	Initial Discussion with Council 3/26/24; Pending legal review before bringing for 1st read	
11	Liquor License Changes	Angie	3/22/2024	Angie	1	Researching	12/1/2024	DOR information recently released. Evaluating current ordinance	
11.02	Peddler, Solicitors, and Transient Merchants and Mobile Food Trucks	Kathy	3/18/2024	Kathy	1	Researching	6/1/2024	Initial Discussion with Council 3/26/24; identified fire inspection requirements and included provision for this in draft ordinance.  First read 8/27/24	
16	Tires	Kathy	3/1/2024	Casey	1	Researching	6/1/2024	Have talked with area businesses to review proposed ordinance changes and found concerns with being overly restrictive to prevent normal business operaiton; Working with legal to determine best course of action.	
8 and 11	Vaping	Angie	3/22/2024	Angie	1	Researching	12/1/2024		
	Vacant Building Registration and Maintenance	Kathy	8/23/2024	Kathy	1	Researching	12/1/2024	researched and provided sample ordinances to legal; discussing next steps with legal/preliminary discussion with council on 8/27/24	
16	Fence	Building Inspector	1/1/2022	Zoning Administrator	2	Researching	12/1/2024		
16.13	Home Occupations	Kathy	3/1/2024	Casey	2	Researching	6/1/2024		
9	Nuisance	Fire Dept	1/1/2022	BJ	2	Researching	8/30/2024		
25	Downtown Design Guidelines	CDA	3/19/2024	Kathy	2	Researching	12/1/2024		
11	Business Licensing	Casey	4/1/2024	Casey	2	Researching	12/1/2024		
	ROW Easement Small Cell Tower	Utilities	4/1/2024	Utiltiies	2	Researching	12/1/2024		
17	Subdivision Ordinance updates	Kathy	4/1/2024	Kathy	2	Researching	6/1/2025	Reviewing Planning Proposals to facilitate process	
COMPLETED									
8	Sexting	Jeremy	5/3/2023	Jeremy		Complete	5/3/2024		
8	Truancy	Municipal Judge	2/13/2024	Jeremy		Complete	5/14/2024		
16	Projecting Signage Amendment	BID	3/20/2024	Kathy		Complete	6/1/2024		
18	Municipal Court Fees	Municipal Judge	2/13/2024	Jeremy		Complete	5/14/2024		

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