



**A G E N D A**  
**CITY OF WAUPUN SPECIAL COMMON COUNCIL**  
**MEETING**  
Waupun City Hall – 201 E. Main Street, Waupun WI  
Tuesday, April 30, 2019 at 5:00 PM

**CALL TO ORDER**

**ROLL CALL**

**MUNICODE MEETINGS SYSTEM ACCESS**

1. **IPAD Connection to the Municode Meetings System** - *Presented by Tyler Sturzl, Management Analyst Intern*

**RECOMMENDATIONS FROM BOARDS, COMMITTEES, COMMISSIONS**

2. **Certified Survey Map- Lots 21 and 22 of Fairway Estates**- *Presented by Ryan Olson, Victory Homes of WI*

**RESOLUTIONS**

3. **Resolution Authorizing the Issuance and Sale of \$2,490,000 General Obligation Promissory Notes, Series 2019A**- *Presented by Dave Ferris, Municipal Advisor of Ehlers Inc.*
4. **REVISED Resolution Authorizing the Issuance and Sale of \$2,455,000 General Obligation Promissory Notes, Series 2019A**- *Presented by Dave Ferris, Municipal Advisor of Ehlers Inc.*
5. **Resolution Supporting Closing the Dark Store and Walgreens Property Tax Loopholes and Stopping Shift**
6. **Resolution Supporting Shared Revenue Funding Increase**
7. **Resolution Supporting for Fixing the State's Transportation Funding Shortfall and Increasing Local Transportation Aid**
8. **Resolution Supporting Increased Levy Limit Flexibility**

**MAYORAL PROCLAMATION**

9. **National Day of Prayer - May 2, 2019**

**CONSIDERATION - ACTION**

10. **Focus Strategy: Work to Implement High Performance Local Government Practices**
11. **Approve Revised Job Description and Hours for Community & Economic Development Coordinator Based on Grant Award**
12. **Authorize Filling the Vacant Paid-On-Call Firefighter Position**
13. **Engineering Services Proposal for Madison Street (Doty St. to Lincoln St.)-Gremmer and Associates**
14. **Accept the Resignation of Library Board Member Steve Procise**
15. **Accept the Resignation of Facility Advisory Committee Member Barbara Schroeder**
16. **Licenses**
17. **Consideration for Payment of Expenses**
18. **Consideration to amend Chapter 8.02(8)(b)(5) Orderly Conduct-Exceptions to include Regulation of Chickens**

**CLOSED SESSION**

The Waupun Common Council will adjourn in closed session under Section 19.85 (1) (e) of the WI Statutes for consideration for:

**Land Negotiations in TID 8 for Tanager Street; and, for negotiations in TID 5 for land located at 412 Shaler Drive, Lot 1 on Mayfair Drive, and city-owned land on Seymour Street as well as city-owned land on the former MVP school site.**

(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.

**OPEN SESSION**

The Waupun Common Council will reconvene in open session under 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.*

**SUMMARY SHEET****AGENDA**

**MEETING DATE:** April 30, 2019 **TITLE:** **Certified Survey Map- Lots 21 and 22 of Fairway Estates**

**AGENDA SECTION:** Recommendations form  
Boards/Committees/Commissions

**PRESENTER:** Plan Commission Chairman Nickel

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

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**ISSUE SUMMARY:**

Michael Martens, owner of Lots 21 and 22 of Fairway Estates, requests to combine the two lots into one for the construction of a new residence.

**STAFF RECCOMENDATION:****Plan Commission Minutes from Wednesday, April 17, 2019:**

Motion by Daane, seconded by Matoushek to provide a favorable recommendation to the City Council to approve the CSM for Lots 21 and 22 of Fairway Estates, SW ¼, NE ¼, Section 31 T14N R15E City of Waupun, Fond du Lac County, Wisconsin. Vote: Drews, Daane, TerBeest, Matoushek, and Lueck – “AYE”. Motion carried, unanimously.

**ATTACHMENTS:**

Certified Survey Map for Lots 21 and 22 of Fairway Estates

**RECOMMENDED MOTION:**

Motion to approve the Certified Survey Map of Lots 21 and 22 of Fairway Estates as requested by Michael Martens.

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

BEING ALL OF LOT 21 & 22 FAIRWAY ESTATES,  
LOCATED IN THE SW 1/4 OF THE NE 1/4 OF SEC. 31 T.14N., R.15E.,  
IN THE CITY OF WAUPUN, FOND DU LAC COUNTY, WISCONSIN

**SURVEYOR:**  
KEITH A. KINDRED, PLS S-2082  
SEH  
501 MAPLE AVE  
DELAFIELD, WI 53018  
(414) 949-8919  
KKINDRED@SEHINC.COM

**SURVEY FOR:**  
MICHAEL J. MARTENS  
300 BRANDON ST.  
WAUPUN, WI 53963

**BUILDING SETBACK**  
PER FINAL PLAT  
FRONT - 30'  
SIDE - 6'  
REAR - 25'  
WETLANDS - 20'

LOT 23  
FAIRWAY ESTATES

## LEGEND

- - 1" IRON PIPE FOUND  
(UNLESS OTHERWISE STATED)
- ⊙ - 5/8" REBAR, 18" LONG,  
WT. = 1.50 LBS./LIN. FT. SET
- ⊕ - B.C.A.M.

Chord: 169.09'  
Course: N38°53'30"W  
Arc Length: 169.45'  
Radius: 746.00'  
Delta: 13°00'52"  
Tan: N32°23'05"W  
Tan: N45°23'56"W

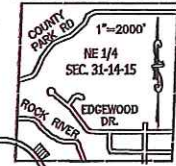
**LOT 1**  
36,524 SF  
(0.838 AC)

SCALE IN FEET  
0 20 40

BEARINGS ARE REFERENCED TO THE  
THE PLAT OF FAIRWAY ESTATES  
WHERE THE SOUTH LINE OF THE NE 1/4  
OF SECTION 31-14-15 AS S89°50'43"E.

OUTLOT 4  
FAIRWAY ESTATES

## LOCATION MAP



BIRDIE BOULEVARD  
76' ROW

CENTER OF SEC.  
SEC. 31-14-15

437.07'  
SOUTH LINE OF NE 1/4 PER PLAT  
S89°50'43"E 2641.96'

2204.89'  
E 1/4 CORNER  
SEC. 31-14-15



APRIL 1, 2019

**SEH**  
PHONE: 414.949.8962  
501 MAPLE AVENUE  
DELAFIELD, WI 53018-9351  
www.sehinc.com  
PROJECT NO. VICCO\_149899

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

SHEET 1 OF 5



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

BEING ALL OF LOT 21 & 22 FAIRWAY ESTATES,  
LOCATED IN THE SW 1/4 OF THE NE 1/4 OF SEC. 31 T.14N., R.15E.,  
IN THE CITY OF WAUPUN, FOND DU LAC COUNTY, WISCONSIN

## SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Professional Land Surveyor hereby certify;

That I have surveyed and mapped all that part of lot 21 & 22 Fairway Estates,  
Located in the SW 1/4 of the NE 1/4 of Sec. 31 T.14N., R.15E.,  
in the City of Waupun, Fond Du Lac County, Wisconsin, more fully described as follows:

All of lot 21 and L 22 of Fairway Estates

Said lands contain 36,523 Sq.Ft. (0.838 acres)

That I have made such survey, land division and Certified Survey Map by the direction of Michael J. Martens,  
owner of said lands.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision  
regulations of the City of Waupun in surveying, dividing and mapping the same.

Dated this 1st day of April, 2019.

  
Keith A. Kindred, PLS S-2082



PHONE: 414.949.8962  
501 MAPLE AVENUE  
DELAFIELD, WI 53018-9351  
www.sehinc.com

PROJECT NO. VICCO\_149899

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

SHEET 2 OF 5

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

BEING ALL OF LOT 21 & 22 FAIRWAY ESTATES,  
LOCATED IN THE SW 1/4 OF THE NE 1/4 OF SEC. 31 T.14N., R.15E.,  
IN THE CITY OF WAUPUN, FOND DU LAC COUNTY, WISCONSIN

## PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the City of Waupun, Michael J. Martens, owner, is hereby approved by the Plan Commission.

Approved as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Julie Nickel, Chairperson

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Angie Hull, City Clerk

## COMMON COUNCIL APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the City of Waupun, Michael J. Martens, owner, is hereby approved by the Common Council.

Approved as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Julie Nickel, Mayor

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Planning Commission of the City of Waupun.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Angie Hull, City Clerk



APRIL 1, 2019

 PHONE: 414.949.8962  
501 MAPLE AVENUE  
DELAFIELD, WI 53018-9351  
www.sehinc.com  
PROJECT NO. VICCO\_149899

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

SHEET 4 OF 5

# AGENDA

## SUMMARY SHEET

**MEETING DATE:** 4/30/2019

**AGENDA SECTION:** Resolutions

**PRESENTER:** Ehlers

**TITLE:** Resolution Authorizing the Issuance and Sale of \$2,490,000 General Obligation Promissory Notes, Series 2019A

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
	Funding source for Madison Street and Stormwater reconstruction. \$2,490,000.	

### ISSUE SUMMARY:

The Resolution authorizes the issuance and sale of \$2,490,000 in General Obligation Promissory Notes to finance the 2019 Madison street and stormwater reconstruction. The General Obligation Promissory Notes are repayable over ten years.

On April 23<sup>rd</sup>, a preliminary official statement was released and published to solicit bids for the purchase of the General Obligation Promissory Notes.

On April 30<sup>th</sup>, the bid opening will occur at 10:00 A.M. and the results will be tallied and presented by Ehlers.

### ATTACHMENTS:

Resolution Authorizing the Issuance and Sale of \$2,490,000 General Obligation Promissory Notes, Series 2019A

### RECCOMENDED MOTION:

Move to approve the Resolution Authorizing the Issuance and Sale of \$2,490,000 General Obligation Promissory Notes, Series 2019A

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE  
OF \$2,490,000 GENERAL OBLIGATION PROMISSORY  
NOTES, SERIES 2019A

WHEREAS, on March 26, 2019, the Common Council of the City of Waupun, Dodge and Fond du Lac Counties, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution") providing for the sale of General Obligation Promissory Notes, Series 2019A (the "Notes") for public purposes, including paying the cost of street and stormwater projects (the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, pursuant to the Set Sale Resolution, the City directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Notes to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on April 30, 2019;

WHEREAS, the City Clerk (in consultation with Ehlers) caused notice of the sale of the Notes to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Notes for public sale;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, it has been determined to issue the Notes in the principal amount of \$2,490,000.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 2. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TWO MILLION FOUR HUNDRED NINETY THOUSAND DOLLARS (\$2,490,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal (as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein), plus accrued interest to the date of delivery, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2019A"; shall be issued in the aggregate principal amount of \$2,490,000; shall be dated May 16, 2019; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on May 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2020. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 4. Redemption Provisions. The Notes maturing on May 1, 2028 and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, 2027 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the City shall direct.

Section 5. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 6. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2019 through 2028 for payments due in the years 2020 through 2029 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 7. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2019A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 8. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 9. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 10. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if

applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 11. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 12. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 13. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes] [the City Clerk or City Treasurer] (the "Fiscal Agent"). [The City hereby authorizes



the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec.

67.10(2)(a) to (j), where applicable, with respect to the Notes】.

Section 14. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 15. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 16. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 17. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to Old National Bank, Chaska, Minnesota at Closing for further distribution as directed by Ehlers.

Section 18. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All

actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 19. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 20. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 21. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 22. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded April 30, 2019.

\_\_\_\_\_  
Julie J. Nickel  
Mayor

ATTEST:

\_\_\_\_\_  
Angela J. Hull  
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT



[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on May 1, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on May 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on May 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
DODGE AND FOND DU LAC COUNTIES  
NO. R-\_\_\_\_ CITY OF WAUPUN \$\_\_\_\_\_  
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2019A  
MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
May 1, \_\_\_\_\_ May 16, 2019 \_\_\_\_\_% \_\_\_\_\_  
DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.  
PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$\_\_\_\_\_)

FOR VALUE RECEIVED, the City of Waupun, Dodge and Fond du Lac Counties, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_] OR [the City Clerk or City Treasurer] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$2,490,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of street and stormwater projects, as authorized by

a resolution adopted on April 30, 2019. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on May 1, 2028 and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, 2027 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

【The Notes maturing in the years \_\_\_\_\_ are subject to mandatory redemption by lot as provided in the resolution authorizing the issuance and sale of the Notes, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with

a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

【This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.】

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Waupun, Dodge and Fond du Lac Counties, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF WAUPUN  
DODGE AND FOND DU LAC COUNTIES,  
WISCONSIN

By: \_\_\_\_\_  
Julie J. Nickel  
Mayor

(SEAL)

By: \_\_\_\_\_  
Angela J. Hull  
City Clerk

[Date of Authentication: \_\_\_\_\_, \_\_\_\_\_]

### CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of the City of Waupun, Dodge and Fond du Lac Counties, Wisconsin.

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_  
Authorized Signatory]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE  
OF \$2,455,000 GENERAL OBLIGATION PROMISSORY  
NOTES, SERIES 2019A

WHEREAS, on March 26, 2019, the Common Council of the City of Waupun, Dodge and Fond du Lac Counties, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution") providing for the sale of General Obligation Promissory Notes, Series 2019A (the "Notes") for public purposes, including paying the cost of street and stormwater projects (the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, pursuant to the Set Sale Resolution, the City directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Notes to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on April 30, 2019;

WHEREAS, the City Clerk (in consultation with Ehlers) caused notice of the sale of the Notes to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Notes for public sale;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, it has been determined to issue the Notes in the principal amount of \$2,455,000.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 2. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TWO MILLION FOUR HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$2,455,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal (as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein), plus accrued interest to the date of delivery, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2019A"; shall be issued in the aggregate principal amount of \$2,455,000; shall be dated May 16, 2019; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on May 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2020. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 4. Redemption Provisions. The Notes maturing on May 1, 2028 and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, 2027 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 5. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 6. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and



resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2019 through 2028 for payments due in the years 2020 through 2029 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

#### Section 7. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2019A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over

and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 8. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 9. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 10. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City

certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 11. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 12. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 13. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 14. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such

transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 15. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 16. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 17. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to Old National Bank, Chaska, Minnesota at Closing for further distribution as directed by Ehlers.

Section 18. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 19. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 20. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 21. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 22. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded April 30, 2019.

\_\_\_\_\_  
Julie J. Nickel  
Mayor

ATTEST:

\_\_\_\_\_  
Angela J. Hull  
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

## NOTICE OF SALE

### **\$2,490,000\* GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2019A CITY OF WAUPUN, WISCONSIN**

Bids for the purchase of \$2,490,000\* General Obligation Promissory Notes, Series 2019A (the "Notes") of the City of Waupun, Wisconsin (the "City") will be received at the offices of Ehlers and Associates, Inc. ("Ehlers"), 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, Municipal Advisors to the City, until 10:00 A.M., Central Time, and **ELECTRONIC PROPOSALS** will be received via **PARITY**, in the manner described below, until 10:00 A.M. Central Time, on April 30, 2019, at which time they will be opened, read and tabulated. The bids will be presented to the Common Council for consideration for award by resolution at a meeting to be held at 6:00 P.M., Central Time, on the same date. The bid offering to purchase the Notes upon the terms specified herein and most favorable to the City will be accepted unless all bids are rejected.

### **PURPOSE**

The Notes are being issued pursuant to Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of street and stormwater projects. The Notes are valid and binding general obligations of the City, and all the taxable property in the City is subject to the levy of a tax to pay the principal of and interest on the Notes as they become due which tax may, under current law, be levied without limitation as to rate or amount.

### **DATES AND MATURITIES**

The Notes will be dated May 16, 2019, will be issued as fully registered Notes in the denomination of \$5,000 each, or any integral multiple thereof, and will mature on May 1 as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2020	\$140,000	2024	\$250,000	2028	\$300,000
2021	210,000	2025	255,000	2029	340,000
2022	210,000	2026	260,000		
2023	240,000	2027	285,000		

### **ADJUSTMENT OPTION**

\* The City reserves the right to increase or decrease the principal amount of the Notes on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

### **TERM BOND OPTION**

Bids for the Notes may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above. All dates are inclusive.

### **INTEREST PAYMENT DATES AND RATES**

Interest will be payable on May 1 and November 1 of each year, commencing May 1, 2020, to the registered owners of the Notes appearing of record in the bond register as of the close of business on the 15th day (whether or not a business day) of the immediately preceding month. Interest will be computed upon the basis of a 360-day year of

twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board. **The rate for any maturity may not be more than 2.00% less than the rate for any preceding maturity. (For example, if a rate of 4.50% is proposed for the 2021 maturity, then the lowest rate that may be proposed for any later maturity is 2.50%.)** All Notes of the same maturity must bear interest from date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

### **BOOK-ENTRY-ONLY FORMAT**

Unless otherwise specified by the purchaser, the Notes will be designated in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Notes, and will be responsible for maintaining a book-entry system for recording the interests of its participants and the transfers of interests between its participants. The participants will be responsible for maintaining records regarding the beneficial interests of the individual purchasers of the Notes. So long as Cede & Co. is the registered owner of the Notes, all payments of principal and interest will be made to the depository which, in turn, will be obligated to remit such payments to its participants for subsequent disbursement to the beneficial owners of the Notes.

### **PAYING AGENT**

The City may select a bank or trust company to act as paying agent (the "Paying Agent"). The City will pay the charges for Paying Agent services. The City reserves the right to remove the Paying Agent and to appoint a successor.

### **OPTIONAL REDEMPTION**

At the option of the City, the Notes maturing on or after May 1, 2028 shall be subject to optional redemption prior to maturity on May 1, 2027 or any date thereafter, at a price of par plus accrued interest.

Redemption may be in whole or in part of the Notes subject to prepayment. If redemption is in part, the selection of the amounts and maturities of the Notes to be redeemed shall be at the discretion of the City. If only part of the Notes having a common maturity date are called for redemption, then the City or Paying Agent, if any, will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed.

Notice of such call shall be given by sending a notice by registered or certified mail, facsimile or electronic transmission, overnight delivery service or in any other manner required by DTC, not less than 30 days nor more than 60 days prior to the date fixed for redemption to the registered owner of each Note to be redeemed at the address shown on the registration books.

### **DELIVERY**

On or about May 16, 2019, the Notes will be delivered without cost to the winning bidder at DTC. On the day of closing, the City will furnish to the winning bidder the opinion of bond counsel hereinafter described, an arbitrage certification, and certificates verifying that no litigation in any manner questioning the validity of the Notes is then pending or, to the best knowledge of officers of the City, threatened. Payment for the Notes must be received by the City at its designated depository on the date of closing in immediately available funds.



## LEGAL OPINION

An opinion as to the validity of the Notes and the exemption from federal taxation of the interest thereon will be furnished by Quarles & Brady LLP, Bond Counsel to the City, and will be available at the time of delivery of the Notes. The legal opinion will be issued on the basis of existing law and will state that the Notes are valid and binding general obligations of the City; provided that the rights of the owners of the Notes and the enforceability of the Notes may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and by equitable principles (which may be applied in either a legal or equitable proceeding).

## STATEMENT REGARDING COUNSEL PARTICIPATION

Bond Counsel has not assumed responsibility for this Preliminary Official Statement or participated in its preparation (except with respect to the section entitled "TAX EXEMPTION" in the Preliminary Official Statement and the "FORM OF LEGAL OPINION" found in Appendix B).

## SUBMISSION OF BIDS

Bids must not be for less than \$2,465,100 nor more than \$2,639,400 plus accrued interest on the principal sum of \$2,490,000 from date of original issue of the Notes to date of delivery. Prior to the time established above for the opening of bids, interested parties may submit a bid as follows:

- 1) Electronically to [bondsale@ehlers-inc.com](mailto:bondsale@ehlers-inc.com); or
- 2) Electronically via **PARITY** in accordance with this Notice of Sale until 10:00 A.M. Central Time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in **PARITY** conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about **PARITY**, potential bidders may contact Ehlers or i-Deal LLC at 1359 Broadway, 2<sup>nd</sup> Floor, New York, New York 10018, Telephone (212) 849-5021.

Bids must be submitted to Ehlers via one of the methods described above and must be received prior to the time established above for the opening of bids. Each bid must be unconditional except as to legality. Neither the City nor Ehlers shall be responsible for any failure to receive a facsimile submission.

**A good faith deposit ("Deposit") in the amount of \$49,800 shall be made by the winning bidder by wire transfer of funds. Such Deposit shall be received by Ehlers no later than two hours after the bid opening time. Wire transfer instructions will be provided to the winning bidder by Ehlers after the tabulation of bids.** The City reserves the right to award the Notes to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received by such time. In the event the Deposit is not received as provided above, the City may award the Notes to the bidder submitting the next best bid provided such bidder agrees to such award. The Deposit will be retained by the City as liquidated damages if the bid is accepted and the Purchaser fails to comply therewith.

The City and the winning bidder who chooses to so wire the Deposit hereby agree irrevocably that Ehlers shall be the escrow holder of the Deposit wired to such account subject only to these conditions and duties: 1) All income earned thereon shall be retained by the escrow holder as payment for its expenses; 2) If the bid is not accepted, Ehlers shall, at its expense, promptly return the Deposit amount to the winning bidder; 3) If the bid is accepted, the Deposit shall be returned to the winning bidder at the closing; 4) Ehlers shall bear all costs of maintaining the escrow account and returning the funds to the winning bidder; 5) Ehlers shall not be an insurer of the Deposit amount and shall have no liability hereunder except if it willfully fails to perform or recklessly disregards, its duties specified herein; and 6) FDIC insurance on deposits within the escrow account shall be limited to \$250,000 per bidder.

No bid can be withdrawn after the time set for receiving bids unless the meeting of the City scheduled for award of the Notes is adjourned, recessed, or continued to another date without award of the Notes having been made.

## **AWARD**

The Notes will be awarded to the bidder offering the lowest interest rate to be determined on a True Interest Cost (TIC) basis. The City's computation of the interest rate of each bid, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Notes will be awarded by lot. The City reserves the right to reject any and all bids and to waive any informality in any bid.

## **BOND INSURANCE**

If the Notes are qualified for any bond insurance policy, the purchase of such policy shall be at the sole option and expense of the winning bidder. Any cost for such insurance policy is to be paid by the winning bidder, except that, if the City requested and received a rating on the Notes from a rating agency, the City will pay that rating fee. Any rating agency fees not requested by the City are the responsibility of the winning bidder.

Failure of the municipal bond insurer to issue the policy after the Notes are awarded to the winning bidder shall not constitute cause for failure or refusal by the winning bidder to accept delivery of the Notes.

## **CUSIP NUMBERS**

The City will assume no obligation for the assignment or printing of CUSIP numbers on the Notes or for the correctness of any numbers printed thereon, but will permit such numbers to be printed at the expense of the winning bidder, if the winning bidder waives any delay in delivery occasioned thereby.

## **QUALIFIED TAX-EXEMPT OBLIGATIONS**

The City will designate the Notes as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

## **CONTINUING DISCLOSURE**

In order to assist the Underwriters in complying with the provisions of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 the City will enter into an undertaking for the benefit of the holders of the Notes. A description of the details and terms of the undertaking is set forth in Appendix D of the Preliminary Official Statement.

## **NEW ISSUE PRICING**

The winning bidder will be required to provide, in a timely manner, certain information necessary to compute the yield on the Notes pursuant to the provisions of the Internal Revenue Code of 1986, as amended, and to provide a certificate which will be provided by Bond Counsel upon request.

(a) The winning bidder shall assist the City in establishing the issue price of the Notes and shall execute and deliver to the City at closing an "issue price" or similar certificate satisfactory to Bond Counsel setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Notes, together with the supporting pricing wires or equivalent communications. All actions to be taken by the City under this Notice of Sale to establish the issue price of the Notes may be taken on behalf of the City by the City's municipal advisor identified herein and any notice or report to be provided to the City may be provided to the City's municipal advisor.

(b) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Notes) will apply to the initial sale of the Notes (the "competitive sale requirements") because:

- (1) The City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential investors;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the City anticipates awarding the sale of the Notes to the bidder who submits a firm offer to purchase the Notes at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Notes, as specified in this bid.

(c) If all of the requirements of a "competitive sale" are not satisfied, the City shall advise the winning bidder of such fact prior to the time of award of the sale of the Notes to the Underwriter. In such event, any bid submitted will not be subject to cancellation or withdrawal and the City agrees to use the rule selected by the Underwriter on its bid form to determine the issue price for the Notes. On its bid form, each Underwriter must select one of the following two rules for determining the issue price of the Notes: (1) the first price at which 10% of a maturity of the Notes (the "10% test") is sold to the public as the issue price of that maturity or (2) the initial offering price to the public as of the sale date as the issue price of each maturity of the Notes (the "hold-the-offering-price rule").

(d) If all of the requirements of a "competitive sale" are not satisfied and the Underwriter selects the hold-the-offering-price rule, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Notes to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Notes, that the underwriters will neither offer nor sell unsold Notes of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5<sup>th</sup>) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the City promptly after the close of the fifth (5<sup>th</sup>) business day after the sale whether it has sold 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5<sup>th</sup>) business day after the sale date.

The City acknowledges that in making the representation set forth above, the winning bidder will rely on:

(i) the agreement of each underwriter to comply with requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-price rule, if applicable to the Notes, as set forth in an agreement among underwriters and the related pricing wires,

(ii) in the event a selling group has been created in connection with the initial sale of the Notes to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, as set forth in a selling group agreement and the related pricing wires, and

(iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Notes to the public, the agreement of each broker-dealer that is party to such agreement to comply with the requirements for establishing issue price of

the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price rule of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule as applicable to the Notes.

(e) If all of the requirements of a "competitive sale" are not satisfied and the Underwriter selects the 10% test, the Underwriter agrees to promptly report to the City, Bond Counsel and Ehlers the prices at which the Notes have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until either (i) all Notes of that maturity have been sold or (ii) the 10% test has been satisfied as to each maturity of the Notes, provided that, the winning bidder's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or bond counsel.

(f) By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is party to such third-party distribution agreement, as applicable, to:

(A) report the prices at which it sells to the public the unsold Notes of each maturity allocated to it, whether or not the Closing Date has occurred until either all securities of that maturity allocated to it have been sold or it is notified by the winning bidder that either the 10% test has been satisfied as to the Notes of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or bond counsel.

(B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group and each broker dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such third-party distribution agreement to:

(A) to promptly notify the winning bidder of any sales of Notes that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Notes to the public (each such term being used as defined below), and

(B) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(g) Sales of any Notes to any person that is a related party to an underwriter participating in the initial sale of the Notes to the public (each term being used as defined below) shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(i) "public" means any person other than an underwriter or a related party,

- (ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Notes to the public),
- (iii) a purchaser of any of the Notes is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) "sale date" means the date that the Notes are awarded by the City to the winning bidder.

#### **PRELIMINARY OFFICIAL STATEMENT**

Bidders may obtain a copy of the Preliminary Official Statement relating to the Notes prior to the bid opening by request from Ehlers at [www.ehlers-inc.com](http://www.ehlers-inc.com) by connecting to the Bond Sales link. The Syndicate Manager will be provided with an electronic copy of the Final Official Statement within seven business days of the bid acceptance. Up to 10 printed copies of the Final Official Statement will be provided upon request. Additional copies of the Final Official Statement will be available at a cost of \$10.00 per copy.

Information for bidders and bid forms may be obtained from Ehlers at 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, Telephone (651) 697-8500.

By Order of the Common Council

Kathy Schlieve, City Administrator  
City of Waupun, Wisconsin

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

## BID TABULATION

**\$2,490,000\* General Obligation Promissory Notes, Series 2019A**

**City of Waupun, Wisconsin**

**SALE: April 30, 2019**

**AWARD: BERNARDI SECURITIES, INC.**

**Rating: Moody's Investor's Service "A1"**

Tax Exempt - Bank Qualified

NAME OF BIDDER	MATURITY (May 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
BERNARDI SECURITIES, INC. Chicago, Illinois	2020	4.000%	1.650%	\$2,617,318.00	\$357,032.00	2.3039%
	2021	4.000%	1.750%			
	2022	4.000%	1.800%			
	2023	4.000%	1.850%			
	2024	4.000%	1.900%			
	2025	3.000%	2.050%			
	2026	3.000%	2.100%			
	2027	3.000%	2.150%			
	2028	3.000%	2.250%			
	2029	3.000%	2.350%			
BOK FINANCIAL SECURITIES, INC. Milwaukee, Wisconsin				\$2,582,860.70	\$357,926.80	2.3219%
FIRST BANKERS' BANC SECURITIES, INC. St. Louis, Missouri				\$2,581,884.10	\$358,903.40	2.3288%
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota				\$2,619,128.20	\$363,773.88	2.3376%
BAIRD Milwaukee, Wisconsin				\$2,580,323.10	\$360,464.40	2.3399%

\* Subsequent to bid opening the issue size was decreased to \$2,455,000.

Adjusted Price - \$2,576,842.45

Adjusted Net Interest Cost - \$340,284.63

Adjusted TIC - 2.3048%

NAME OF BIDDER	MATURITY (May 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
BANKERS BANK Madison, Wisconsin				\$2,568,268.70	\$360,852.13	2.3456%
MESIROW FINANCIAL, INC. Chicago, Illinois				\$2,632,478.25	\$375,157.17	2.4132%
NATIONAL EXCHANGE BANK AND TRUST Fond du Lac, Wisconsin				\$2,490,000.00	\$435,761.25	2.8966%



EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

# BID FORM

The Common Council  
City of Waupun, Wisconsin

April 30, 2019

RE: \$2,490,000\* General Obligation Promissory Notes, Series 2019A  
DATED: May 16, 2019

For all or none of the above Notes, in accordance with the Notice of Sale and terms of the Global Book-Entry System (unless otherwise specified by the Purchaser) as stated in this Official Statement, we will pay you \$ 2,617,318.00 (not less than \$2,465,100 nor more than \$2,639,400) plus accrued interest to date of delivery for fully registered Notes bearing interest rates and maturing in the stated years as follows:

<u>4.000</u>	% due	2020	<u>4.000</u>	% due	2024	<u>3.000</u>	% due	2028
<u>4.000</u>	% due	2021	<u>3.000</u>	% due	2025	<u>3.000</u>	% due	2029
<u>4.000</u>	% due	2022	<u>3.000</u>	% due	2026			
<u>4.000</u>	% due	2023	<u>3.000</u>	% due	2027			

\* The City reserves the right to increase or decrease the principal amount of the Notes on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

The rate for any maturity may not be more than 2.00% less than the rate for any preceding maturity. (For example, if a rate of 4.50% is proposed for the 2021 maturity, then the lowest rate that may be proposed for any later maturity is 2.50%.) All Notes of the same maturity must bear interest from date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

A good faith deposit ("Deposit") in the amount of \$49,800 shall be made by the winning bidder by wire transfer of funds. Such Deposit shall be received by Ehlers no later than two hours after the bid opening time. Wire transfer instructions will be provided to the winning bidder by Ehlers after the tabulation of bids. The City reserves the right to award the Notes to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received by such time. In the event the Deposit is not received as provided above, the City may award the Notes to the bidder submitting the next best bid provided such bidder agrees to such award. The Deposit will be retained by the City as liquidated damages if the bid is accepted and the Purchaser fails to comply therewith. We agree to the conditions and duties of Ehlers and Associates, Inc., as escrow holder of the Deposit, pursuant to the Notice of Sale. This bid is for prompt acceptance and is conditional upon delivery of said Notes to The Depository Trust Company, New York, New York, in accordance with the Notice of Sale. Delivery is anticipated to be on or about May 16, 2019.

This bid is subject to the City's agreement to enter into a written undertaking to provide continuing disclosure under Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 as described in the Preliminary Official Statement for the Notes.

We have received and reviewed the Official Statement and have submitted our requests for additional information or corrections to the Final Official Statement. As Syndicate Manager, we agree to provide the City with the reoffering price of the Notes within 24 hours of the bid acceptance.

This bid is a firm offer for the purchase of the Notes identified in the Notice of Sale, on the terms set forth in this bid form and the Notice of Sale, and is not subject to any conditions, except as permitted by the Notice of Sale.

By submitting this bid, we confirm that we are an Underwriter and have an established industry reputation for underwriting new issuances of municipal bonds. YES: X NO:     

If the competitive sale requirements are not met, we elect to use the (circle one): 10% test / hold-the-offering-price rule to determine the issue price of the Notes.

Account Manager: Bernardi Securities, Inc.

By: [Signature]

Account Members: Alone

Award will be on a true interest cost basis. According to our computations (the correct computation being controlling in the award), the total dollar interest cost (including any discount or less any premium) computed from May 16, 2019 of the above bid is \$ 357,032.00 and the true interest cost (TIC) is 2.303981 %.

The foregoing offer is hereby accepted by and on behalf of the Common Council of the City of Waupun, Wisconsin, on April 30, 2019.

By: \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_

\* Subsequent to bid opening the issue size was decreased to \$2,455,000.  
Adjusted Price - \$2,576,842.45 Adjusted Net Interest Cost - \$340,284.63 Adjusted TIC - 2.3048%

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

# City of Waupun, Wisconsin

## \$2,455,000 General Obligation Promissory Notes, Series 2019A

### Issue Summary

Dated: May 16, 2019 Winning Bidder: Bernardi Securities, Inc.

### Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
05/01/2020	Serial Coupon	4.000%	1.650%	230,000.00	102.224%	-	-	-	235,115.20
05/01/2021	Serial Coupon	4.000%	1.750%	200,000.00	104.312%	-	-	-	208,624.00
05/01/2022	Serial Coupon	4.000%	1.800%	200,000.00	106.309%	-	-	-	212,618.00
05/01/2023	Serial Coupon	4.000%	1.850%	225,000.00	108.169%	-	-	-	243,380.25
05/01/2024	Serial Coupon	4.000%	1.900%	235,000.00	109.891%	-	-	-	258,243.85
05/01/2025	Serial Coupon	3.000%	2.050%	240,000.00	105.302%	-	-	-	252,724.80
05/01/2026	Serial Coupon	3.000%	2.100%	245,000.00	105.797%	-	-	-	259,202.65
05/01/2027	Serial Coupon	3.000%	2.150%	275,000.00	106.186%	-	-	-	292,011.50
05/01/2028	Serial Coupon	3.000%	2.250%	290,000.00	105.436% c	2.324%	05/01/2027	-	305,764.40
05/01/2029	Serial Coupon	3.000%	2.350%	315,000.00	104.692% c	2.466%	05/01/2027	-	329,779.80
<b>Total</b>	-	-	-	<b>\$2,455,000.00</b>	-	-	-	-	<b>\$2,597,464.45</b>

### Bid Information

Par Amount of Bonds	\$2,455,000.00
Reoffering Premium or (Discount)	142,464.45
Gross Production	\$2,597,464.45
Total Underwriter's Discount (0.840%)	\$(20,622.00)
Bid (104.963%)	2,576,842.45
Total Purchase Price	\$2,576,842.45
Bond Year Dollars	\$14,317.71
Average Life	5.832 Years
Average Coupon	3.2276609%
Net Interest Cost (NIC)	2.3766697%
True Interest Cost (TIC)	2.3048604%

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

# City of Waupun, Wisconsin

## \$2,455,000 General Obligation Promissory Notes, Series 2019A

### Issue Summary

Dated: May 16, 2019 Winning Bidder: Bernardi Securities, Inc.

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/16/2019	-	-	-	-	-
05/01/2020	230,000.00	4.000%	81,027.08	311,027.08	-
11/01/2020	-	-	37,675.00	37,675.00	348,702.08
05/01/2021	200,000.00	4.000%	37,675.00	237,675.00	-
11/01/2021	-	-	33,675.00	33,675.00	271,350.00
05/01/2022	200,000.00	4.000%	33,675.00	233,675.00	-
11/01/2022	-	-	29,675.00	29,675.00	263,350.00
05/01/2023	225,000.00	4.000%	29,675.00	254,675.00	-
11/01/2023	-	-	25,175.00	25,175.00	279,850.00
05/01/2024	235,000.00	4.000%	25,175.00	260,175.00	-
11/01/2024	-	-	20,475.00	20,475.00	280,650.00
05/01/2025	240,000.00	3.000%	20,475.00	260,475.00	-
11/01/2025	-	-	16,875.00	16,875.00	277,350.00
05/01/2026	245,000.00	3.000%	16,875.00	261,875.00	-
11/01/2026	-	-	13,200.00	13,200.00	275,075.00
05/01/2027	275,000.00	3.000%	13,200.00	288,200.00	-
11/01/2027	-	-	9,075.00	9,075.00	297,275.00
05/01/2028	290,000.00	3.000%	9,075.00	299,075.00	-
11/01/2028	-	-	4,725.00	4,725.00	303,800.00
05/01/2029	315,000.00	3.000%	4,725.00	319,725.00	-
11/01/2029	-	-	-	-	319,725.00
<b>Total</b>	<b>\$2,455,000.00</b>	<b>-</b>	<b>\$462,127.08</b>	<b>\$2,917,127.08</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$14,317.71
Average Life	5.832 Years
Average Coupon	3.2276609%
Net Interest Cost (NIC)	2.3766697%
True Interest Cost (TIC)	2.3048604%
Bond Yield for Arbitrage Purposes	2.1035927%
All Inclusive Cost (AIC)	2.6421872%

### IRS Form 8038

Net Interest Cost	2.1081383%
Weighted Average Maturity	5.838 Years

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA  
STATE OF WISCONSIN DOLLARS  
DODGE AND FOND DU LAC COUNTIES  
NO. R- CITY OF WAUPUN \$  
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2019A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:

May 1, May 16, 2019 %

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS  
(\$ )

FOR VALUE RECEIVED, the City of Waupun, Dodge and Fond du Lac Counties, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$2,455,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of street and stormwater projects, as authorized by a resolution adopted on April 30, 2019. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on May 1, 2028 and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, 2027 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has



been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Waupun, Dodge and Fond du Lac Counties, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF WAUPUN  
DODGE AND FOND DU LAC COUNTIES,  
WISCONSIN

COPY

By: \_\_\_\_\_  
Julie J. Nickel  
Mayor

(SEAL)

By: \_\_\_\_\_  
Angela J. Hull  
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

COPY

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

# AGENDA SUMMARY SHEET

**MEETING DATE:** 4/30/19

**TITLE:** Resolution Supporting Closing the Dark Store and Walgreens Property Tax Loopholes and Stopping Shift

**AGENDA SECTION:** Action

**PRESENTER:** Kathy Schlieve

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Excellence in Government	Stabilization of Tax Base / Positive Impact	

**ISSUE SUMMARY:** The League of WI Municipalities is encouraging municipalities to pass resolutions urging the Legislature to retain several items helpful to municipalities that Governor Evers' included in his state budget proposal, [AB 56/SB 59](#) as follows:

**Support for Closing the Dark Store and Walgreens Property Tax Loopholes and Stopping Shift:** You previously passed a resolution in 2017 asking for legislation to close the loopholes which shift a greater tax burden from commercial property owners to residential homeowners. That issue remains unresolved. The Governor is proposing legislation to eliminate the shifting of property taxes burden onto homeowners and small businesses to restore fairness in the property tax system.

**STAFF RECCOMENDATION:** This is an ongoing concern and numerous communities around Wisconsin have been impacted by this issue. I recommend that you approve the resolution as presented.

**ATTACHMENTS:**

Resolution Support for Closing the Dark Store and Walgreens Property Tax Loopholes and Stopping Shift

**RECOMENDED MOTION:**

I move to support the resolution in support of closing the dark store and Walgreens property tax loopholes and stopping shift as proposed in Governor's Evers state budget proposal, AB 56/SB 59, as presented.

**Support for Closing the Dark Store & Walgreens Property Tax Loopholes and Stopping the Shift**

**Whereas**, a growing number of big box and medium box retail properties are using property tax avoidance strategies known as the dark store and *Walgreens* loopholes to push their fair share of paying for the cost of critical local services on to homeowners and small businesses; and

**Whereas**, municipal officials across the state are deeply concerned about more of the property tax burden being shifted onto homeowners and small businesses; and

**Whereas**, homeowners should not and cannot bear more of the property tax burden than they already do, which is 68% of the total state levy; and

**Whereas**, the Wisconsin Supreme Court's 2008 *Walgreens* decision has resulted in properties leased to Walgreens and CVS stores that are selling on the open market for \$4 to \$8 million being assessed at \$1.9 to \$3.4 million; and

**Whereas**, courts and tax appeals commissions in other states have reached the opposite conclusion from the Wisconsin Supreme Court on how to value leased commercial properties, concluding instead that it is perfectly appropriate for assessors to consider actual rent and recent sale prices of the property when valuing such properties; and

**Whereas**, big box chains are using what is known as the "Dark Store Theory" to argue that the assessed value of a new store in a thriving location should be based on comparing their buildings to sales of vacant stores in abandoned locations from a different market segment; and

**Whereas**, Governor Tony Evers recommends as part of his state budget proposal, AB 56/SB 59, closing the dark store and *Walgreens* loopholes; and

**Whereas**, Senator Duey Stroebel (R-Saukville) and Rep. Rob Brooks (R-Saukville) have introduced Senate Bill 130/Assembly Bill 146, closing the dark store and Walgreens loopholes.

**Now, Therefore, Be It Resolved**, that the City of Waupun, as a member of the League of Wisconsin Municipalities, calls on the Legislature to close the dark store and *Walgreens* loopholes and stop the tax shift to homeowners and small businesses by either passing SB 130/AB 146 or adopting a state budget that includes language accomplishing that goal.

**Be it Further Resolved**, that the clerk is directed to send a copy of this resolution to the state legislators representing the City of Waupun, to Governor Tony Evers, and to the League of Wisconsin Municipalities.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019

City of Waupun

\_\_\_\_\_  
Julie J. Nickel, Major

Attest: \_\_\_\_\_  
Angela J. Hull, City Clerk

# AGENDA SUMMARY SHEET

**MEETING DATE:** 4/30/19

**TITLE:** Resolution Supporting Shared Revenue Funding Increase

**AGENDA SECTION:** Action

**PRESENTER:** Kathy Schlieve

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Excellence in Government	Favorable impact	

**ISSUE SUMMARY:** The League of WI Municipalities is encouraging municipalities to pass resolutions urging the Legislature to retain several items helpful to municipalities that Governor Evers' included in his state budget proposal, [AB 56/SB 59](#) as follows:

**Support for Shared Revenue Funding Increase:** The Governor's budget proposes a modest 2% (\$15M) increase in program funding to take effect in 2020 which is the first increase in shared revenue in many years. Over the last 18 years, the program for municipal governments has been reduced by \$95M.

**STAFF RECCOMENDATION:** Over the past ten years, the City of Waupun has experienced a 4.26% decrease in shared revenues, placing greater burden on the local levy. I therefore recommend support of this resolution.

**ATTACHMENTS:** Resolution in Support of Shared Revenue Funding Increase

**RECOMENDED MOTION:**

I move to support the resolution for a shared revenue funding increase as proposed in Governor's Evers state budget proposal, AB 56/SB 59, as presented.

**Support for Shared Revenue Funding Increase**

**Whereas**, for over ninety years the state shared revenue program has been a key component of Wisconsin's state and local relationship and an important part of the state's overall program of property tax relief; and

**Whereas**, over the last 18 years shared revenue funding for municipalities has been cut by \$94 million; and

**Whereas**, to create and maintain quality communities that attract businesses and families, municipalities must invest in services and infrastructure that people and businesses expect, like police protection, fire suppression, road maintenance, snowplowing, libraries and parks; and

**Whereas**, the state should reinvest a portion of its sales and income tax revenue growth in local communities to spur further economic growth and make Wisconsin communities places where people want to live and work; and

**Whereas**, Governor Tony Evers recommends as part of his state budget proposal, AB 56/SB 59, a two percent (\$15 million) increase in shared revenue funding to take effect in 2020; and

**Whereas**, under the Governor's proposal each municipality would receive in 2020 a 2 percent increase over the amount it received in 2019;

**Now, Therefore, Be It Resolved**, that the City of Waupun, as a member of the League of Wisconsin Municipalities, calls on the Legislature to pass a state budget retaining the 2% increase in shared revenue funding and directs the Clerk to send a copy of this resolution to the state legislators representing the City of Waupun, to Governor Tony Evers and to the League.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019

City of Waupun

\_\_\_\_\_  
Julie J. Nickel, Major

Attest: \_\_\_\_\_  
Angela J. Hull, City Clerk

# AGENDA SUMMARY SHEET

**MEETING DATE:** 4/30/19

**AGENDA SECTION:** Action

**PRESENTER:** Kathy Schlieve

**TITLE:** Resolution Supporting for Fixing the State's Transportation Funding Shortfall and Increasing Local Transportation Aid

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Excellence in Government	Positive Impact	

**ISSUE SUMMARY:** The League of WI Municipalities is encouraging municipalities to pass resolutions urging the Legislature to retain several items helpful to municipalities that Governor Evers' included in his state budget proposal, [AB 56/SB 59](#) as follows:

**Support for Fixing the State's Transportation Funding Shortfall and Increasing Transportation Aids:** The Governor recommends an 8 cent gas tax increase, restoration of annual gas tax indexing, various fee increases and a reduction in borrowing as first steps toward addressing the long term shortfall in the state's transportation fund. Additionally, funding increases are identified for the following:

- General Transportation Aids increase by 10% for 2020 and thereafter
- Transit Operation Aids increase by 10% above 2019 program levels.
- Transit Capital Assistance increase by \$10M annually.
- Local Road Improvement funding for discretionary grants by 2% annually.
- Railroad Crossing and Repair Assistance increase to fund backlog of projects.

Note that you did previously pass a resolution in 2016 in support of sustainable transportation funding.

**STAFF RECCOMENDATION:** Construction costs are outpacing funding for road improvements and infrastructure is important to the overall competitiveness of WI as it relates to economic development. I therefore recommend support of the proposed resolution to address transportation funding shortfall and an increase to transportation aids.

**ATTACHMENTS:**

Resolution of Support for Fixing the State's Transportation Funding Shortfall and Increasing Transportation Aids

**RECOMENDED MOTION:**

I move to support the resolution in support of fixing the state's transportation funding shortfall and increasing transportation aids as proposed in Governor's Evers state budget proposal, AB 56/SB 59, as presented.

**Support for Fixing the State's Transportation Funding Shortfall  
and Increasing Local Transportation Aids**

**Whereas**, a safe, efficient, and well maintained state and local transportation system, including transit, is critical to Wisconsin's economic prosperity and quality of life; and

**Whereas**, while the increase in transportation funding for local governments in the last state budget was certainly appreciated, general transportation aid (GTA) funding levels for cities and villages are not yet back to 2011 levels; and

**Whereas**; local governments, including the city of Waupun continue to struggle to meet even the most basic maintenance needs for our transportation system; and

**Whereas**, states surrounding Wisconsin and across the country have stepped up with sustainable funding plans for their state and local roads; and

**Whereas**, Wisconsin will be at a competitive disadvantage if it does not implement a revenue and spending plan addressing both our Interstates that were built in the 1950's and 60's *and* our local and state roads and transit; and

**Whereas**, Governor Tony Evers recommends as part of his state budget proposal, AB 56/SB 59, an 8 cent gas tax increase, restoration of annual gas tax indexing, various fee increases, and a reduction in borrowing as first steps toward addressing the long term shortfall in the state's transportation fund; and

**Whereas**, The Governor's budget proposal also includes funding increases for the following local transportation aid programs:

- **General Transportation Aids.** The Governor recommends increasing general transportation aids by 10%, from \$348,639,300 to \$383,503,200 for 2020 and thereafter.
- **Transit Operation Aids.** The Governor recommends increasing general transit aids by 10 percent above 2019 program levels.
- **Transit Capital Assistance.** The Governor recommends creating a transit capital assistance program to aid in the replacement of buses and funding the program at \$10 million annually.
- **LRIP.** The Governor recommends increasing funding for entitlement and discretionary grants in the Local Roads Improvement Program (LRIP) by 2 percent in FY20 and 2 percent again in FY21.
- **Railroad Crossing and Repair Assistance.** The Governor recommends increasing funding for railroad crossing and repair to address a backlog of projects.

**Now, Therefore, Be It Resolved**, that the City of Waupun, as a member of the League of Wisconsin Municipalities, calls on the Legislature to pass a state budget fixing the long-term shortfall in transportation funding by enacting an adequate, equitable, and sustainable transportation funding system; and retaining the funding increases to local transportation assistance programs proposed by Governor Evers.

**Be it Further Resolved** that the Clerk be directed to send a copy of this resolution to the state legislators representing the City of Waupun, to Governor Tony Evers and to the League.



Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019

City of Waupun

\_\_\_\_\_  
Julie J. Nickel, Major

Attest: \_\_\_\_\_  
Angela J. Hull, City Clerk

# AGENDA SUMMARY SHEET

**MEETING DATE:** 4/30/19

**TITLE:** Resolution Supporting Increased Levy Limit Flexibility

**AGENDA SECTION:** Action

**PRESENTER:** Kathy Schlieve

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT
Excellence in Government	Positive Impact

**ISSUE SUMMARY:** The League of WI Municipalities is encouraging municipalities to pass resolutions urging the Legislature to retain several items helpful to municipalities that Governor Evers' included in his state budget proposal, [AB 56/SB 59](#) as follows:

**Support for Increased Levy Limit Flexibility:** The Governor proposes allowing municipalities to increase their annual levies over their prior year by the greater of the percentage change in equalized value to net new construction or 2%. Since 2012, municipalities have been allowed to increase their levy only by net new construction. Between 2012 and 2018 only 62 of 600 cities and villages experienced net new construction averaging of at least 2% while 186 experienced growth of less than .5% per year. A 2% floor for levy limit increases is similar to how the levy limit law was first implemented when floors ranging for 2% to 3.85% existed between 2006 and 2011. This includes elimination of the provision that a municipality reduce its allowable levy by the amount of fee revenue received in lieu of property taxes for specific services.

**STAFF RECCOMENDATION:** The City of Waupun has experienced variation in net new construction growth annually since the currently rule was applied. Historically we range in the .5 – 1% net new construction range and are approaching our current imposed levy limit. I therefore recommend approval of the proposed resolution.

**ATTACHMENTS:**

Resolution of Support for Increased Levy Limit Flexibility

**RECOMENDED MOTION:**

I move to support the resolution in support of increased levy limit flexibility as proposed in Governor's Evers state budget proposal, AB 56/SB 59, as presented.

**Support for Increased Levy Limit Flexibility**

**Whereas**, since 2006 the state has limited the ability of municipalities to increase their property tax levies from one year to the next; and

**Whereas**, prior to 2011 the levy limit law allowed communities who were not experiencing growth to increase their levy a minimum amount roughly equal to the rate of inflation; and

**Whereas**, since 2011 the limits have been based exclusively on the community's percentage increase in property value caused by new construction; and

**Whereas**, the state's levy limit policy has created a dynamic in which fast growing cities and villages have the financial resources to invest in services and infrastructure that help them further increase their growth, while no-growth and slow-growth communities stagnate; and

**Whereas**, Wisconsin has the strictest levy restriction in the country; and

**Whereas**, between 2012 and 2018 only 62 of 600 cities and villages experienced new construction averaging at least 2% per year, and 186 experienced growth of less than .5% per year; and

**Whereas**, Governor Tony Evers recommends as part of his state budget proposal, AB 56/SB 59, allowing municipalities to increase their annual levies over the prior year by the greater of the percentage change in equalized values due to net new construction or 2%; and

**Whereas**, The Governor also proposes eliminating the requirement that a municipality reduce its allowable levy by the amount of fee revenue it received in lieu of property taxes for providing a specified service (i.e., snow plowing, storm water management, fire protection, garbage collection, and street sweeping) that was funded with the property taxes in 2013.

**Now, Therefore, Be It Resolved**, that the City of Waupun, as a member of the League of Wisconsin Municipalities, calls on the Legislature to pass a state budget retaining the levy limit law changes recommended by the Governor, including a 2% floor for levy limits, and directs the Clerk to send a copy of this resolution to the state legislators representing the City of Waupun, to Governor Tony Evers and to the League.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019

City of Waupun

\_\_\_\_\_  
Julie J. Nickel, Major

Attest: \_\_\_\_\_  
Angela J. Hull, City Clerk

**PROCLAMATION  
NATIONAL DAY OF PRAYER  
MAY 2, 2019**

**WHEREAS**, Americans from the founding of our Nation have called upon the Almighty God in times of need, crisis, and thanksgiving; and

**WHEREAS**, American Leaders from Military to Commerce Government have called upon Citizens to join them in prayer for America; and

**WHEREAS**, the Citizens of Waupun have a proud heritage of spirituality from many dominations,

**NOW, THEREFORE**, I, Julie J. Nickel, Mayor of the City of Waupun, in conjunction with the National and Wisconsin observances of this 2nd Day of May in the 2019th year of our Lord, do hereby declare this day the National Day of Prayer in Waupun, Wisconsin, and call upon all area citizens to pray for America in the manner their faith prescribes.

---

Julie J. Nickel, Mayor

ATTEST:

---

Angela J. Hull, City Clerk



## AGENDA SUMMARY SHEET

MEETING DATE: 4/30/19

TITLE: **Focus Strategy: Work to Implement High Performance Local Government Practices**

AGENDA SECTION: Action

PRESENTER: Kathy Schlieve

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Excellence in Government	Long-Range Efficiency Gains	

**ISSUE SUMMARY:** A presentation will be given related to a recent Leadership Retreat that Department Heads participated in called **Impact the Outcome**. Department Heads have been working through a book called **High Performance Local Governments: Case Studies in Leadership at All Levels**. This retreat was a precursor to kickoff of the 2020 budget planning process with a specific emphasis on setting clear priorities, aligning resources and developing leaders at all levels to gain organizational efficiency. I will overview the results of the survey that I asked you for feedback on relative to the planning process.

**STAFF RECOMENDATION:** Discussion Only

**ATTACHMENTS:**

PowerPoint

**RECOMENDED MOTION:**

N/A

# AGENDA SUMMARY SHEET

**MEETING DATE:** 4/30/19

**AGENDA SECTION:** Action

**PRESENTER:** Kathy Schlieve

**TITLE:** Approve Revised Job Description and Hours for  
Community & Economic Development  
Coordinator Based on Grant Award

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT
Excellence in Government	Neutral Budgetary Impact

**ISSUE SUMMARY:** Our Economic Development Coordinator positioned currently held by Sarah Van Buren is a 24 hour per week part-time position. We recently received a 2.5 year, \$150,000 implementation grant from the UW School of Nursing (contracts pending) to fund our Aging in Place work. The grant will fund 50% of this proposed position and have a net neutral budgetary impact. New responsibilities are added to the job description relative to community development, including but not limited to community facilities work specific to the Senior Center and other public facilities improvements and financing, exploration of a collaborative model to enhance programming, and creation of a plan and work to address housing and transportation needs within the community. The position will retain its current supportive role in economic development project coordination and entrepreneurial support. Compensation remains unchanged for the position.

**STAFF RECCOMENDATION:** Approve the job description as presented

**ATTACHMENTS:**

Community & Economic Development Coordinator Job Description

**RECOMENDED MOTION:**

Contingent on final approval of grant contracts with the UW School of Nursing, I move to approve the Community & Economic Development Coordinator job description as presented.

**City of Waupun  
Position Description**

<b>JOB TITLE</b>	Community & Economic Development Coordinator
<b>REPORTS TO</b>	City Administrator
<b>DEPARTMENT</b>	Administration
<b>TYPE</b>	Non-Represented
<b>FLSA (overtime status)</b>	Non-Exempt

**GENERAL PURPOSE:**

The Community & Economic Development Coordinator advances the comprehensive and economic development strategic plans for the City of Waupun through special project coordination related to community and economic development and redevelopment planning and coordination; development of public facilities and infrastructure; and other redevelopment or capital improvement projects. The position works closely with city and community boards and commissions and as well as outside agencies. The position is partially granted funded through December 31, 2021.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

**Economic and Community Development Responsibilities:**

- Coordinates community and economic development activities, including but not limited to research, business retention and expansion, assistance with site selection response, and project planning and coordination.
- Maintains the community's comprehensive and strategic economic development plans and collaborates with department heads, boards and commissions, and outside groups to facilitate implementation.
- Facilitates the Facility Advisory Committee, Business Improvement District's (BID) annual operating plan, and works in collaboration with the Community Development Authority to identify projects in support of economic and community development objectives.
- Responsible for working across organizational boundaries to strengthen inter-agency collaboration in support of community and economic development objectives.
- Develops, reviews and recommends approval of program/project work plans, services, policies, procedures and reports in support of economic and community development programming.

**Marketing and Outreach Responsibilities:**

- Leads the development, updating and revisions of plans for the city's electronic marketing through website and other forms of social media.

- Coordinates marketing and outreach efforts related to economic and community development activities, including but not limited to website maintenance, newsletter creation and distribution, public relations, creation and maintenance of a property database, business retention and expansion visits, and response to site selection inquiries.
- Coordinate and lead public meetings to foster strong community engagement and ensure transparency of government operations as it relates to community and economic development initiatives.
- Builds and maintains relationships with various local, state and federal agencies, and economic development organizations, coordinating projects with agencies as deemed necessary and appropriate.
- Builds and maintains community relationships by representing the city, reporting and/or presenting to community groups, and serving on various committees.

**Other Job Responsibilities:**

- Sources and manages grant applications to advance initiatives within the city.
- Provides a high level of customer service to the public by providing information on services and events within the city and greater region.
- Gathers, interprets, and prepares data for studies, reports and recommendations needed for effective decision-making.

**QUALIFICATIONS:**

This position requires a high-level of technical and professional competency with a proven and verifiable track record of success. Graduation from an accredited four-year college or university with a degree in economic development, marketing, public relations, or business management is required. Additionally, the candidate should possess five (5) years of progressive management responsibility with experience in a municipal setting or any combination of education and experience needed to meet the qualifications of the position.

**NECESSARY KNOWLEDGE, SKILLS AND ABILITIES:**

- Professional maturity and self-confidence to provide administrative insights.
- Ability to firmly and diplomatically present professional views, concerns, and implications of proposed action which may be under consideration, with commitment to impartiality.
- Strong interpersonal skills and the ability to effectively work with a wide range of individuals and constituencies in a diverse community.
- Excellent communication, interpersonal, and team building skills.
- Strategic planning skills.
- Ability to gather data, investigate and analyze information while being able to draw conclusions and issue recommendations.
- Strong financial management abilities, including understanding of generally accepted accounting principle.



- Ability to maintain confidentiality.
- Ability to make oral presentations to groups of various sizes and compositions.
- Excellent computer skills, specifically in Microsoft Word and Excel.

**Tools and Equipment Used:**

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

**Work Environment:**

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

**Equal Opportunity Employer:**

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

**SUMMARY SHEET****MEETING DATE:** April 30, 2019**TITLE:** **Authorize Filling the Vacant Paid-On-Call Firefighter Position****AGENDA SECTION:** Consideration/Action**PRESENTER:** Fire Chief B.J. DeMaa

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	\$0
Excellence in Government: Foster a High Performance Organizational Culture through effective talent attraction for mission-critical roles.	Per approved 2019 budget	

**ISSUE SUMMARY:**

Firefighter Marcus Cox has submitted his resignation, effective April 19, 2019, from the Waupun Fire Department. We are requesting permission to fill this open position. The recruitment and selection process will begin in May of 2019.

**STAFF RECCOMENDATION:**

At the April 18, 2018 Police and Fire Commission meeting, recommendation to the Council was made in support of filling this vacancy.

Staff requests to accept the resignation of Marcus Cox and approve filling the vacancy.

**ATTACHMENTS:**

None

**RECCOMENDED MOTION:**

Motion to accept the resignation of Firefighter Marcus Cox and fill the vacant paid-on-call firefighter position with hiring to begin in May 2019.

# AGENDA

## SUMMARY SHEET

**MEETING DATE:** April 30, 2019

**TITLE:** Engineering Services Proposal for Madison Street (Doty St. to Lincoln St.)-Gremmer and Associates

**AGENDA SECTION:** Consideration-Action

**PRESENTER:** Director of Public Works Jeff Daane

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DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Maintain and follow street plan	\$84,975.00	

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**ISSUE SUMMARY:**

Approval of the engineering agreement will amend the 2019 Capital Improvement Fund budget by approximately \$45,000 in 2019 and will require approximately \$39,975 for the 2020 budget.

**STAFF RECCOMENDATION:**

To approve the engineering proposal with Gremmer and Associates for the final design and related work for Madison Street (Doty Street to Lincoln Street)

**ATTACHMENTS:**

Gremmer Engineering Services Proposal

**RECOMMENDED MOTION:**

Approve the Engineering Services Proposal with Gremmer and Associates for Madison Street (Doty St. to Lincoln St.)



April 26, 2019

City of Waupun Engineering Department  
201 E. Main St.  
Waupun, WI 53963

Attention: Mr. Jeff Daane  
Director of Public Works

Subject: Engineering Services Proposal  
Madison Street (Doty Street to Lincoln Street)

Dear Mr. Daane:

Thank you for the opportunity to continue to work with the City of Waupun on the WisDOT funded project along Madison Street from Doty Street to Lincoln Street. The following is our proposal. Hereinafter the City of Waupun will be referred to as the OWNER, and Gremmer & Associates, Inc. will be referred to as the ENGINEER.

#### **SCOPE OF WORK**

The general scope of work for the project consists of the final design of urban roadway reconstruct, including storm sewer, water main, and sanitary sewer along Madison Street from Doty Street to Lincoln Street (exclusive of the Lincoln Street intersection). The project also includes watermain and sanitary sewer replacement from Libby Street to Doty Street. A more detailed scope of services is as follows. Items not specifically noted below shall be considered extra services.

1. Design Reports
  - a. Design Study Report
  - b. Abbreviated Pavement Type Selection Report (utilizing WisPave Design Software)
  - c. Type 2 Traffic Management Plan (TMP)
  - d. WisDOT Stormwater Report
2. Environmental Document
  - a. Type CEC Environmental Document
  - b. Phase 1 Hazardous Materials Investigation (Sublet to Himalayan Consultants). See attached subconsultant proposal for additional scope detail.
  - c. Scope assumes the minor grading behind the sidewalk for Dodge Park is not considered a Section 4(f) use.
3. Agency Coordination (scope assumes no wetland delineation or permitting)
  - a. DNR
    - i. 401 coordination/certification
    - ii. WPDES Stormwater Discharge Permit (assumes no post-construction stormwater management)
    - iii. Watermain extension permit
    - iv. Sanitary sewer extension permit
    - v. Dodge County (permit to work within highway r/w)
    - vi. Native American Tribe coordination

4. Utility Coordination
  - a. Coordination/documentation in accordance with WisDOT Guide to Utility Coordination
  - b. Coordinate with the utilities concerning any proposed relocations and schedule
5. Preparation for, and attendance at, one public information meeting. City will be responsible for sending out meeting notices to the property owners / required media.
6. Preliminary/Final Design/Plans
  - a. Refine current preliminary plans to equal WisDOT 60% plan standards.
  - b. Final roadway, storm sewer, water main, and sanitary sewer design/plans for WisDOT letting.
  - c. Plans, Specifications & Estimate (PS&E) for WisDOT letting
  - d. Scope assumes Madison Street will be closed to through traffic during construction. Special provisions will address local access, side street closure restrictions/construction windows, and staging of work by segment.
7. Right-of-way plat, relocation order and descriptions
  - a. Scope assumes up to 40 parcels (TLE and/or FEE parcels)
  - b. Appraisal staking and final monumentation
8. Meetings
  - a. Coordinate/meet with the City staff and WisDOT as necessary throughout the design process
  - b. 60% Design Review Meeting
  - c. Pre-PS&E Design Review Meeting
  - d. Attend the preconstruction meeting
9. Plans, Specifications & Estimate (PS&E) for a WisDOT let project.
10. Title searches (sublet to Guaranty Title Services). Scope assumes up to 40 title searches and 1 update per search.

#### SCHEDULE

Report Title / Task	Date
Draft CEC Submittal	7/1/19
Final CEC Submittal	7/15/19
60% Plan Submittal & Draft DSR	7/15/19
Final DSR Submittal	8/16/19
Final right-of-way plat	9/1/19
"Approved for utility relocation plans" to the utilities	9/1/19
Draft PS&E to Region	6/1/20
Final PS&E	8/1/20



## OWNER RESPONSIBILITY

1. Payment of all governmental review/permit fees
2. Payment of historical/cultural resources (UWM-CRM)
3. Real estate acquisition services

## ADDITIONAL SERVICES

1. Geotechnical borings/report.
2. Street lighting or street trees.
3. Wetland delineation or permitting.
4. Preparation and submittal of any DNR/USACE permit beyond the scoped items (i.e. wetland fill).
5. Construction staking, administration, or inspection.
6. Post construction stormwater management planning/design.
7. Phase 2 or 2.5 Hazardous Materials Investigations.
8. Determination of Eligibilities, DeMinimus findings, or Determination of No Adverse Effect findings related to the historical/archaeological investigations.

## COMPENSATION

ENGINEER'S lump sum fee to complete items 1 thru 9, as outlined in the Scope of Work section, is a lump sum of \$76,975.

ENGINEER's fee to complete item 10 (title searches), shall be billed on an actual cost basis, not to exceed \$8,000.

ENGINEER shall prepare monthly invoices on a percent complete basis for services performed during the billing cycle. Additional services, at the request of the OWNER, will be billed according to the attached Professional Services Fee Schedule, dated May 1, 2018 to April 30, 2019, and labeled Exhibit A.

## GENERAL TERMS AND CONDITIONS

The attached General Terms and Conditions dated May 1, 2018 to April 30, 2019, and labeled Exhibit B are incorporated into this agreement.

## AUTHORIZATION

If this proposal is acceptable, please sign below and return one copy to us for our files. The receipt of a signed copy of this proposal shall be considered as authorization to proceed with the services described.

For the ENGINEER

  
Thomas Langer, President  
Gremmer & Associates, Inc.

4/26/19

Date

Accepted by the OWNER

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Exhibit A



# PROFESSIONAL SERVICES FEE SCHEDULE

May 1, 2018 to April 30, 2019

Project Manager.....	\$130.00/hour
Project Engineer / Senior Designer .....	\$115.00/hour
Civil Engineer V.....	\$102.00/hour
Professional Land Surveyor / Survey Crew Chief.....	\$95.00/hour
One-man Survey Crew with GPS .....	\$120.00/hour
Civil Engineer IV / Engineering Specialist V .....	\$92.00/hour
Civil Engineer III / Engineering Specialist IV .....	\$84.00/hour
Civil Engineer II / Engineering Specialist III.....	\$78.00/hour
Civil Engineer I / Engineering Specialist II.....	\$73.00/hour
Engineering Specialist I / Civil Engineering Technician III .....	\$66.00/hour
Civil Engineering Technician II .....	\$60.00/hour
Civil Engineering Technician I .....	\$55.00/hour
Office Services .....	\$53.00/hour
Mileage .....	Current IRS rate
Meals, lodging, air travel, telephone, supplies, postage.....	At Cost
Printing Services (In-house)	
Photocopies (black & white) .....	\$0.10/impression
Photocopies (color) .....	\$0.25/impression
Large Format Plots (black & white) .....	\$1.00/S.F.
Large Format Plots (color).....	\$2.00/S.F.
Mylar.....	\$2.00/S.F.
Printing Services (Outside Service) .....	At Cost
Expert Witness .....	\$200.00/hour

Note: Office Services, Civil Engineering Technician, and Engineering Specialist I-III are paid time and one-half their actual wage for overtime. The respective billed rate will be approximately 19% higher than the published rate to account for the overtime rate.



## GENERAL TERMS AND CONDITIONS

May 1, 2018 to April 30, 2019

1. This agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. As the project progresses, facts uncovered may reveal a change in direction, which may alter the scope. Gremmer & Associates, Inc., will promptly inform the Owner in writing of such situations so that changes in this agreement can be negotiated as required. In the event the Owner orders additional work to be performed and a written instrument is not executed by both parties, the Owner shall be responsible for all costs associated with the additional work.
2. Costs and schedule commitments shall be subject to renegotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require renegotiation of this agreement.
3. Payment is due to Gremmer & Associates, Inc., upon 30 days of receipt of the invoice for professional services rendered. Failure to make any payment when due is a breach of this Agreement and will entitle Gremmer & Associates, Inc., at its option, to suspend or terminate the Agreement and the provisions of the Scope of Work. Interest of 1.5 percent per month (18 percent per annum) will accrue on accounts overdue by 30 days.
4. The Owner shall make available to Gremmer & Associates, Inc., all relevant information or data pertaining to the project which is required to perform the Scope of Work.
5. Gremmer & Associates, Inc., will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the services at the time and the location in which the services were performed.
6. Gremmer & Associates, Inc., will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
General Aggregate	\$2,000,000
Operations / Injury	\$1,000,000
Automobile Liability	
Liability / Injury	\$1,000,000
Property Damage	Value or Repair
Professional Liability Insurance	\$1,000,000
Umbrella Liability Insurance	\$2,000,000



7. Termination of the agreement by the Owner or Gremmer & Associates, Inc., shall be effective upon seven (7) days written notice to the other party. The written notice shall include the reasons and details for termination. Gremmer & Associates, Inc., will prepare a final invoice showing all charges incurred through the date of termination. The Owner agrees to pay Gremmer & Associates, Inc., for the services performed to the date of termination.
8. Gremmer & Associates, Inc., intends to serve as the Owner's professional representative for those services as defined in this agreement and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals, and other decisions made by Gremmer & Associates, Inc., for the owner are rendered on the basis of experience and qualifications and represent our professional judgment. The Owner recognizes that Gremmer & Associates, Inc., does not have control over the costs of labor, materials or equipment, or over competitive bidding methods. Accordingly, Gremmer & Associates, Inc., does not make any commitment or assume any duty to assure that bids or negotiated prices will not vary from any cost opinions prepared by Gremmer & Associates, Inc.
9. This agreement shall not be construed as giving Gremmer & Associates, Inc., the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by contractor or subcontractors, or the safety precautions and programs incident to the work of the contractors or subcontractors.
10. The Owner releases Gremmer & Associates, Inc., from any liability and agrees to defend, indemnify and hold Gremmer & Associates, Inc., harmless from any and all claims, damages, losses, and/or expenses, direct or indirect, or consequential damages, including but not limited to attorney's fees and charges, and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the services, except liability arising from the negligence of Gremmer & Associates, Inc.

Gremmer & Associates, Inc.  
 Proposal for Engineering Services - Design - WisDOT STP-Urban project  
 Madison Street (Libby Street to Lincoln Street); City of Waupun

TASK	PROJECT MANAGER	PROJECT ENGINEER	SENIOR DESIGN	ENGINEER CE/III	ES/III	PLS	CET/III	ADMIN	TOTAL HOURS	TASK TOTALS
<b>AGENCY &amp; UTILITY COORDINATION</b>										
DNR (401 WQC)			4						4	
DNR (WATERMAIN)		2		6					8	
DNR (SANITARY SEWER)		2		6					8	
DNR (WPDES)			2	6					8	
DODGE COUNTY (PERMIT TO WORK WITHIN R/W)		2		6					8	
NAT LETTERS		1		4					5	
COORDINATION WITH PRIVATE UTILITIES (WISDOT PROCESS)		14		32					46	
										87
<b>REPORTS/DOCUMENTATION</b>										
ENVIRONMENTAL DOCUMENT (CEC)		2	8	24					34	
PAVEMENT DESIGN REPORT		2	6	28					36	
TMP (TYPE 2)		2	6	20					28	
DSR		2	8	30					40	
										138
<b>DESIGN</b>										
<b>PRELIMINARY DESIGN</b>										
REFINE 60% PLAN & PROFILE SHEETS		2			8				10	
REFINE 60% ROADWAY MODELING / CROSS SECTIONS		2		16					18	
60% QUANTITIES AND ESTIMATE		2			8				10	
										38
<b>FINAL DESIGN</b>										
TITLE SHEET					2				2	
GENERAL NOTES					2				2	
TYPICAL SECTIONS					2				2	
CONSTRUCTION DETAILS		1		2	4				7	
EROSION CONTROL PLANS			2		6				8	
INTERSECTION DETAIL SHEETS		2		4	8				14	
STORM SEWER PLANS		2	2	6	12				22	
WATERMAIN DESIGN/PLANS		2		4	8				14	
SANITARY SEWER DESIGN/PLANS		2		4	8				14	
PLAN AND PROFILE SHEETS		2		4	12				18	
ROADWAY MODELING / CROSS SECTIONS		4		32					36	
PAVEMENT MARKING PLANS		1		2	8				11	
SIGNING PLANS		1		2	8				11	
FINAL QUANTITIES AND ESTIMATE (INCLUDES EST DOC)			8		32				40	
QA/QC	4								4	
										205
<b>R/W PLAT</b>										
R/W PLAT (40 PARCELS)		2				80			82	
APPRAISAL STAKING					8		8		16	
FINAL MONUMENTATION					4		4		8	
										106
<b>PS&amp;E</b>										
SPECIAL PROVISIONS	2	16		40				6	64	
OTHER PS&E DOCUMENTS		8		24					32	
AASHTOWARE UPLOAD & WISDOT DATA DELIVERY		6	6						12	
										108
<b>PUBLIC INFORMATION MEETINGS (1)</b>										
PIM NOTICE/HANDOUT	2	6							8	
EXHIBITS	2	8			24				34	
ATTEND MEETING (2 PEOPLE)	4	4							8	
MEETING SUMMARY/RESPONSE	2	4							6	
										56
<b>DESIGN MEETINGS &amp; COORDINATION</b>										
PHONE CALLS AND EMAILS (WISDOT AND CITY)	4	8							12	
60% REVIEW MEETING	4	8							12	
90% REVIEW MEETING	4	8							12	
PRECONSTRUCTION MEETING		4							4	
										40
TOTAL HOURS	30	146	44	302	164	80	12	10	778	778
RATE/HOUR	\$130.00	\$115.00	\$115.00	\$84.00	\$78.00	\$95.00	\$66.00	\$53.00		
SUBTOTAL (GREMMER LABOR)	\$3,900	\$16,790	\$5,060	\$25,368	\$12,792	\$7,600	\$792	\$530	\$72,832.00	
<b>REIMBURSIBLES</b>										\$361.00
MILEAGE (580 MILES @ \$0.58/MILE)										\$336
COLOR COPIES & PLOTS										\$25
										\$361
Subtotal - Gremmer									\$	73,193.00
HIMALAYAN										\$3,782.00
Subtotal - Lump Sum									\$	76,975.00
GUARANTY TITLE SERVICES										\$8,000.00
Total Max Contract									\$	84,975.00

# AGENDA

## SUMMARY SHEET

**MEETING DATE:** April 30, 2019

**TITLE:** **Accept the Resignation of Library Board  
Member Steve Procise**

**AGENDA SECTION:** Consideration-Action

**PRESENTER:** Mayor Julie Nickel

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

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**ISSUE SUMMARY:**

On April 22, 2019, Library Board Member Steve Procise submitted his resignation effective immediately, due to personal reasons.

**STAFF RECCOMENDATION:**

The Library Board and Staff recommend accepting the resignation of Library Board Member Steve Procise effective immediately.

**ATTACHMENTS:**

None

**RECCOMENDED MOTION:**

Motion to accept the resignation of Steve Procise from the Library Board effective immediately.

## AGENDA SUMMARY SHEET

**MEETING DATE:** April 30, 2019

**TITLE:** **Accept the Resignation of Facility Advisory  
Committee Member Barbara Schroeder**

**AGENDA SECTION:** Consideration-Action

**PRESENTER:** Administrator Kathy Schlieve

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

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**ISSUE SUMMARY:**

Facility Advisory Committee member Barbara Schroeder submitted her resignation effective immediately, due to personal commitments.

**STAFF RECCOMENDATION:**

Staff recommends accepting the resignation of Facility Advisory Committee member Barbara Schroeder effective immediately.

**ATTACHMENTS:**

None

**RECCOMENDED MOTION:**

Motion to accept the resignation of Barbara Schroeder from the Facility Advisory Committee effective immediately.

## SUMMARY SHEET

## AGENDA

**MEETING DATE:** April 30, 2019

**TITLE:** Licenses

**AGENDA SECTION:** Consideration-Action

**PRESENTER:** Police Chief Louden

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DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
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**ISSUE SUMMARY:**

The City has received the following license applications for consideration of approval. The applicants have been processed through the Department of Justice Record Check System with no concerns.

OPERATOR LICENSE: Kelly Vanburen, Cynthia Montalto, Brianna Benike, Shelly Laing

TAXI DRIVER LICENSE: Steven Posthuma

**STAFF RECCOMENDATION:**

Police Chief Louden makes recommendation to approve the Operator and Taxi Driver License applications provided

**ATTACHMENTS:**

None

**RECOMMENDED MOTION:**

Motion to approve the Operator Licenses and Taxi Driver License as presented

## Report Criteria:

Report type: Summary

Check Issue Date	Check Number	Payee	Amount
04/25/2019	97527	ALLIED 100	897.00
04/25/2019	97528	AMERICAN LEGION POST 210	2,500.00
04/25/2019	97529	AQUATIC BIOLOGISTS, INC.	370.30
04/25/2019	97530	BEAVER DAM LOCK & SECURITY	60.00
04/25/2019	97531	BOARDMAN & CLARK LLP	1,559.10
04/25/2019	97532	BOB'S REPAIR	120.00
04/25/2019	97533	BROOKS SHOE & REPAIR	150.00
04/25/2019	97534	BROWN CAB SERVICE INC	8,307.77
04/25/2019	97535	CAPITAL NEWSPAPERS	1,640.63
04/25/2019	97536	CAPITAL NEWSPAPERS	200.00
04/25/2019	97537	CAREW CONCRETE & SUPPLY INC	104.68
04/25/2019	97538	CASPER'S TRUCK EQUIPMENT	421.47
04/25/2019	97539	CARTRIDGE WORLD	56.00
04/25/2019	97540	CHAD NAVIS CONSTRUCTION	1,800.00
04/25/2019	97541	CHARTER COMMUNICATIONS	776.93
04/25/2019	97542	DEMAA JR., WILLIAM	14.66
04/25/2019	97543	DIMENSIONAL LEARNING SYSTEMS	1,000.00
04/25/2019	97544	ELLMANN, STEVE	650.00
04/25/2019	97545	FIRE ENGINEERING	39.00
04/25/2019	97546	FIX, TRAVIS	13.00
04/25/2019	97547	FOND DU LAC COUNTY	4,060.89
04/25/2019	97548	FOND DU LAC CTY.SHERIFFS DEPT.	938.00
04/25/2019	97549	FOX VALLEY TECHNICAL COLLEGE	330.00
04/25/2019	97550	GALLS, LLC	263.68
04/25/2019	97551	GAPPA SECURITY SOLUTIONS LLC	50.00
04/25/2019	97552	GREMMER & ASSOCIATES INC	3,131.31
04/25/2019	97553	GUNDERSON, INC.	217.18
04/25/2019	97554	HULL'S 151 IMPLEMENT, INC.	950.00
04/25/2019	97555	INTER-QUEST	181.18
04/25/2019	97556	KASDORF LEWIS & SWIETLIK SC	298.40
04/25/2019	97557	KUNKEL ENGINEERING GROUP	8,607.97
04/25/2019	97558	LEON METAL WORK LLC	108.50
04/25/2019	97559	LIFESTAR EMERGENCY MEDICAL	1,105.00
04/25/2019	97560	LINCOLN CONTRACTORS	212.70
04/25/2019	97561	LOCATORS & SUPPLIES INC	787.46
04/25/2019	97562	MENARDS - BEAVER DAM	226.35
04/25/2019	97563	MID-STATES EQUIPMENT INC	192.28
04/25/2019	97564	MORAINES PARK TECHNICAL COLLEGE	80.15
04/25/2019	97565	PTASCHINSKI CONSTRUCTION INC	28,722.66
04/25/2019	97566	POESCHL PRINTING COMPANY, INC	482.00
04/25/2019	97567	ROCK GOLF CLUB	3,398.51
04/25/2019	97568	SCHLIEVE, KATHY	1,979.26
04/25/2019	97569	STAPLES CREDIT PLAN	365.60
04/25/2019	97570	STOBB PLUMBING & HEATING, INC.	8,775.00
04/25/2019	97571	TRACTOR SUPPLY CREDIT PLAN	89.97
04/25/2019	97572	VANBUREN, SARAH	53.94
04/25/2019	97573	VANDE ZANDE & KAUFMAN, LLP	2,572.50
04/25/2019	97574	VERONA SAFETY SUPPLY INC	350.79
04/25/2019	97575	VON BRIESEN & ROPER, S.C.	55.00
04/25/2019	97576	WAUPUN UTILITIES	8,074.15

Check Issue Date	Check Number	Payee	Amount
04/25/2019	97577	WELLS FARGO PAYMENT REMITT.	2,188.82
04/25/2019	97578	WERNER ELECTRIC SUPPLY	13.42
04/25/2019	97579	WESTPHAL	130.00
04/25/2019	97580	WI DEPART OF JUSTICE	342.00
04/25/2019	97581	WI DEPARTMENT OF TRANSPORTATI	1,212.21
04/25/2019	97582	WPPI ENERGY	225.76
04/25/2019	97583	W.W. ELECTRIC MOTORS, INC.	158.95
04/25/2019	97584	KAMINSKI, RACHEL	17.69
04/25/2019	97585	TEN 2 COMMUNICATIONS	617.26
04/25/2019	97586	WLECHA	150.00
Grand Totals:			102,397.08

Report Criteria:

Report type: Summary



## Report Criteria:

[Report]. Invoice Date = 04/25/2019

Invoice	Description	Invoice Date	Total Cost	GL Account
<b>1175 ALLIED 100</b>				
1039161	electrode pads/charge-pak/electrodes/battery	04/25/2019	897.00	100-70-5410-3-38
Total 1175 ALLIED 100:			897.00	
<b>1220 AMERICAN LEGION POST 210</b>				
4-25-19	National Tournament Sponsor 2019	04/25/2019	2,500.00	100-10-5534-3-36
Total 1220 AMERICAN LEGION POST 210:			2,500.00	
<b>1480 AQUATIC BIOLOGISTS, INC.</b>				
270132	Fountain - Installation charges/mileage/travel/light bulb & i	04/25/2019	370.30	100-70-5410-3-36
Total 1480 AQUATIC BIOLOGISTS, INC.:			370.30	
<b>5022 BEAVER DAM LOCK &amp; SECURITY</b>				
26388	keys for Zoellner Park	04/25/2019	60.00	100-70-5410-3-36
Total 5022 BEAVER DAM LOCK & SECURITY:			60.00	
<b>5605 BOARDMAN &amp; CLARK LLP</b>				
201944	Special Prosecution	04/25/2019	1,559.10	100-10-5161-3-38
Total 5605 BOARDMAN & CLARK LLP:			1,559.10	
<b>5620 BOB'S REPAIR</b>				
6613	garbage barrells - for parks	04/25/2019	120.00	100-20-5525-3-36
Total 5620 BOB'S REPAIR:			120.00	
<b>6162 BROOKS SHOE &amp; REPAIR</b>				
29195	boot allowance - Sauer	04/25/2019	150.00	100-70-5412-3-38
Total 6162 BROOKS SHOE & REPAIR:			150.00	
<b>6252 BROWN CAB SERVICE INC</b>				
1712	March monthly taxi service 2019	04/25/2019	8,307.77	501-10-5154-3-38
Total 6252 BROWN CAB SERVICE INC:			8,307.77	
<b>7058 CAPITAL NEWSPAPERS</b>				
1629153	Notice - public hearing	04/25/2019	45.60	100-10-5110-3-35
4-25-19	employments ads	04/25/2019	262.84	100-20-5525-3-38
1628913	Street Project Bids	04/25/2019	75.73	100-70-5420-3-35
4-25-19	employments ads	04/25/2019	993.62	100-70-5420-3-35
4-25-19	employments ads	04/25/2019	262.84	210-60-5511-3-35
Total 7058 CAPITAL NEWSPAPERS:			1,640.63	
<b>7059 CAPITAL NEWSPAPERS</b>				
4-25-19	Second City Ad	04/25/2019	200.00	450-70-5450-3-40
Total 7059 CAPITAL NEWSPAPERS:			200.00	



Invoice	Description	Invoice Date	Total Cost	GL Account
<b>7065 CAREW CONCRETE &amp; SUPPLY INC</b>				
1125295	screenings - fill bad spots in alley	04/25/2019	104.68	100-70-5431-3-36
Total 7065 CAREW CONCRETE & SUPPLY INC:			104.68	
<b>7070 CASPERS TRUCK EQUIPMENT</b>				
0036819-IN	hydraulic cylinder for 12-18	04/25/2019	421.47	100-70-5411-3-36
Total 7070 CASPERS TRUCK EQUIPMENT:			421.47	
<b>7075 CARTRIDGE WORLD</b>				
74658	Cartridges	04/25/2019	56.00	100-40-5211-3-38
Total 7075 CARTRIDGE WORLD:			56.00	
<b>10010 CHAD NAVIS CONSTRUCTION</b>				
2216-1	Tuck pointing - City Hall	04/25/2019	1,800.00	100-70-5410-3-36
Total 10010 CHAD NAVIS CONSTRUCTION:			1,800.00	
<b>10048 CHARTER COMMUNICATIONS</b>				
64276-APRIL19	city hall - voice	04/25/2019	119.97	100-10-5197-3-31
13430-APRIL19	city hall - tv, internet, voice	04/25/2019	369.64	100-10-5197-3-31
15199-APRIL19	garage - tv, internet, voice	04/25/2019	287.32	100-70-5412-3-38
Total 10048 CHARTER COMMUNICATIONS:			776.93	
<b>11067 DEMAA JR., WILLIAM</b>				
4-25-19	dry cleaning	04/25/2019	14.66	100-50-5231-3-38
Total 11067 DEMAA JR., WILLIAM:			14.66	
<b>11305 DIMENSIONAL LEARNING SYSTEMS</b>				
4-25-19	Impact the Outcome Workshop	04/25/2019	1,000.00	100-10-5191-3-37
Total 11305 DIMENSIONAL LEARNING SYSTEMS:			1,000.00	
<b>12505 ELLMANN, STEVE</b>				
4-25-19	Second City - 2019	04/25/2019	650.00	450-70-5450-3-41
Total 12505 ELLMANN, STEVE:			650.00	
<b>13001 FIRE ENGINEERING</b>				
4-25-19	Subscription Renewal	04/25/2019	39.00	100-50-5234-3-38
Total 13001 FIRE ENGINEERING:			39.00	
<b>13275 FIX, TRAVIS</b>				
4-25-19	meal reimbursement - EVOC Training	04/25/2019	13.00	100-40-5215-3-37
Total 13275 FIX, TRAVIS:			13.00	
<b>13495 FOND DU LAC COUNTY</b>				
19610267	salt brine mix	04/25/2019	606.54	100-70-5435-3-36
19610267	salt	04/25/2019	3,454.35	100-70-5435-3-36
Total 13495 FOND DU LAC COUNTY:			4,060.89	

Invoice	Description	Invoice Date	Total Cost	GL Account
<b>13651 FOND DU LAC CTY.SHERIFFS DEPT.</b>				
11	Deputies for Celebrate Waupun 2019	04/25/2019	938.00	450-70-5440-3-38
Total 13651 FOND DU LAC CTY.SHERIFFS DEPT.:			938.00	
<b>13850 FOX VALLEY TECHNICAL COLLEGE</b>				
4-25-19	Hraban Training	04/25/2019	330.00	100-40-5215-3-37
Total 13850 FOX VALLEY TECHNICAL COLLEGE:			330.00	
<b>14160 GALLS, LLC</b>				
012411153	Clothing allowance	04/25/2019	109.98	100-12634
287481	zip sweaters	04/25/2019	153.70	100-40-5211-3-38
Total 14160 GALLS, LLC:			263.68	
<b>14275 GAPPA SECURITY SOLUTIONS LLC</b>				
18218	Troubleshoot Avigilon Servers - PD	04/25/2019	50.00	100-40-5212-3-38
Total 14275 GAPPA SECURITY SOLUTIONS LLC:			50.00	
<b>14791 GREMMER &amp; ASSOCIATES INC</b>				
10	Madison St Engineering - Water	04/25/2019	312.41	100-13850
10	Madison St Engineering - Sewer	04/25/2019	312.41	100-13850
10	Madison St-Permit-Water	04/25/2019	55.11	100-13850
10	Madison St-Permit-Sewer	04/25/2019	55.11	100-13850
10	Madison St Engineering - Street	04/25/2019	490.29	400-70-5420-8-00
10	Madison St-Consultant/Permit-Street	04/25/2019	1,611.50	400-70-5420-8-00
10	Madison St Engineering - Storm	04/25/2019	250.32	700-10-5192-8-00
10	Madison St-Permit-Storm	04/25/2019	44.16	700-10-5192-8-00
Total 14791 GREMMER & ASSOCIATES INC:			3,131.31	
<b>15075 GUNDERSON, INC.</b>				
726132	Library Rugs	04/25/2019	45.00	100-70-5410-3-36
728597	CITY HALL rugs	04/25/2019	62.93	100-70-5410-3-36
727900	Garage supplies	04/25/2019	42.84	100-70-5411-3-36
730356	Garage supplies	04/25/2019	26.29	100-70-5411-3-36
727901	Uniform/charges	04/25/2019	20.06	100-70-5412-3-38
730357	Uniform/charges	04/25/2019	20.06	100-70-5412-3-38
Total 15075 GUNDERSON, INC.:			217.18	
<b>16068 HULL'S 151 IMPLEMENT, INC.</b>				
23	compactor rental	04/25/2019	950.00	100-70-5411-3-36
Total 16068 HULL'S 151 IMPLEMENT, INC.:			950.00	
<b>16440 INTER-QUEST</b>				
63550	remote support - PD	04/25/2019	181.18	100-40-5212-3-38
Total 16440 INTER-QUEST:			181.18	
<b>16875 KASDORF LEWIS &amp; SWIETLIK SC</b>				
4-25-19	Legal fees - Jonas	04/25/2019	298.40	100-10-5194-3-38
Total 16875 KASDORF LEWIS & SWIETLIK SC:			298.40	

Invoice	Description	Invoice Date	Total Cost	GL Account
<b>17165 KUNKEL ENGINEERING GROUP</b>				
0234162	Building Inspecting Services - Feb 2019	04/25/2019	8,607.97	100-30-5241-3-38
Total 17165 KUNKEL ENGINEERING GROUP:			8,607.97	
<b>17450 LEON METAL WORK LLC</b>				
5144	fabricate trailer tailgate for walk behind saw	04/25/2019	108.50	100-70-5411-3-36
Total 17450 LEON METAL WORK LLC:			108.50	
<b>17759 LIFESTAR EMERGENCY MEDICAL</b>				
18-00129	CPR Instruction	04/25/2019	425.00	100-20-5525-3-38
18-00129	CPR Instruction	04/25/2019	85.00	100-40-5211-3-38
18-00129	CPR Instruction	04/25/2019	595.00	100-70-5412-3-38
Total 17759 LIFESTAR EMERGENCY MEDICAL:			1,105.00	
<b>17800 LINCOLN CONTRACTORS</b>				
M16508	caulk for joints in pool	04/25/2019	212.70	100-20-5523-3-36
Total 17800 LINCOLN CONTRACTORS:			212.70	
<b>17851 LOCATORS &amp; SUPPLIES INC</b>				
0274837-IN	repair storm sewer locator	04/25/2019	787.46	700-10-5192-3-38
Total 17851 LOCATORS & SUPPLIES INC:			787.46	
<b>18961 MENARDS - BEAVER DAM</b>				
53103	senior center paint pals supplies	04/25/2019	4.75	100-20-5513-3-38
53103	park program games	04/25/2019	74.95	100-20-5525-3-39
52626	Bathroom locks/Parks	04/25/2019	111.59	400-20-5525-8-00
53014	park bathrooms auto lock system	04/25/2019	35.06	400-20-5525-8-00
Total 18961 MENARDS - BEAVER DAM:			226.35	
<b>19071 MID-STATES EQUIPMENT INC</b>				
1316240-01	control valve/power beyond sleeve - installed	04/25/2019	192.28	100-70-5411-3-36
Total 19071 MID-STATES EQUIPMENT INC:			192.28	
<b>19450 MORAIN PARK TECHNICAL COLLEGE</b>				
N00110142	FFI Practical Exam	04/25/2019	80.15	100-50-5234-3-38
Total 19450 MORAIN PARK TECHNICAL COLLEGE:			80.15	
<b>20996 PTASCHINSKI CONSTRUCTION INC</b>				
1	Madison St Constr-Pmt 1	04/25/2019	24,281.23	400-70-5436-8-00
1	Madison St Constr-Pmt 1	04/25/2019	4,441.43	700-10-5192-8-00
Total 20996 PTASCHINSKI CONSTRUCTION INC:			28,722.66	
<b>21920 POESCHL PRINTING COMPANY, INC</b>				
14561	Aquatic Center Packets	04/25/2019	482.00	100-20-5523-3-38
Total 21920 POESCHL PRINTING COMPANY, INC:			482.00	
<b>23040 ROCK GOLF CLUB</b>				
4-25-19	Employee Recognition Dinner	04/25/2019	3,398.51	100-10-5534-3-38

Invoice	Description	Invoice Date	Total Cost	GL Account
Total 23040 ROCK GOLF CLUB:			3,398.51	
<b>23250 SCHLIEVE, KATHY</b>				
4-25-19	Administration - Travel	04/25/2019	218.08	100-10-5191-3-37
4-25-19	Administration - Professional Devel - Tuition	04/25/2019	1,492.70	100-10-5191-3-38
4-25-19	economic development - travel	04/25/2019	268.48	100-80-5670-3-37
Total 23250 SCHLIEVE, KATHY:			1,979.26	
<b>24108 STAPLES CREDIT PLAN</b>				
4-25-19	office supplies	04/25/2019	39.49	100-10-5141-3-30
4-25-19	Administrator - Office Supplies	04/25/2019	97.67	100-10-5191-3-30
4-25-19	employee award frames/certificate paper	04/25/2019	228.44	100-10-5534-3-38
Total 24108 STAPLES CREDIT PLAN:			365.60	
<b>24400 STOBBS PLUMBING &amp; HEATING, INC.</b>				
10121	plumbing at wilcox park	04/25/2019	8,775.00	400-20-5525-8-00
Total 24400 STOBBS PLUMBING & HEATING, INC.:			8,775.00	
<b>25249 TRACTOR SUPPLY CREDIT PLAN</b>				
200008992	TSC Ball - barn door pivot	04/25/2019	9.99	100-70-5411-3-38
100008616	Clevis pin for bumper	04/25/2019	9.99	100-70-5411-3-36
100008700	angle grinder	04/25/2019	69.99	100-70-5411-3-36
Total 25249 TRACTOR SUPPLY CREDIT PLAN:			89.97	
<b>25980 VANBUREN, SARAH</b>				
4-25-19	mileage FDL to Appleton	04/25/2019	24.36	100-80-5670-3-37
4-25-19	mileage Appleton to Waupun	04/25/2019	29.58	100-80-5670-3-37
Total 25980 VANBUREN, SARAH:			53.94	
<b>26042 VANDE ZANDE &amp; KAUFMAN, LLP</b>				
MARCH2019	monthly City Attorney Fees	04/25/2019	2,572.50	100-10-5161-3-38
Total 26042 VANDE ZANDE & KAUFMAN, LLP:			2,572.50	
<b>26242 VERONA SAFETY SUPPLY INC</b>				
9123	safety harness & cord for shop	04/25/2019	350.79	100-70-5412-3-38
Total 26242 VERONA SAFETY SUPPLY INC:			350.79	
<b>26465 VON BRIESEN &amp; ROPER, S.C.</b>				
11759	Mitchell Case	04/25/2019	55.00	100-10-5143-3-38
Total 26465 VON BRIESEN & ROPER, S.C.:			55.00	
<b>27450 WAUPUN UTILITIES</b>				
4628	Finance Director - Shared labor & benefits	04/25/2019	2,429.76	100-10-5153-1-10
4628	Finance Director - Shared labor & benefits	04/25/2019	403.50	100-10-5153-2-20
4628	Finance Director - Shared labor & benefits	04/25/2019	160.36	100-10-5153-2-22
4628	Finance Director - Shared labor & benefits	04/25/2019	185.88	100-10-5153-2-23
4628	Finance Director - Shared labor & benefits	04/25/2019	14.60	100-10-5153-2-29
4-25-19	Share of 2017 Liability Dividend (2018 declared)	04/25/2019	3,632.85	100-10-5194-3-38
4623	WPPI monthly email user/archiving accts/member network	04/25/2019	386.45	100-10-5197-3-38

Invoice	Description	Invoice Date	Total Cost	GL Account
4624	Stormwater Billing & Collection Fees	04/25/2019	860.75	700-10-5192-3-38
Total 27450 WAUPUN UTILITIES:			8,074.15	
<b>27935 WELLS FARGO PAYMENT REMITT.</b>				
ANGIE-MAR19	amazon - new coffee pot	04/25/2019	69.97	100-10-5110-3-38
ANGIE-MAR19	amazon - kuerig pods	04/25/2019	14.29	100-10-5110-3-38
ANGIE-MAR19	Local Govt Budget 101 Workshop - Mayor Julie	04/25/2019	55.00	100-10-5131-3-37
ANGIE-MAR19	Budget 101 Workshop Discount - Mayor Julie	04/25/2019	10.00	100-10-5131-3-37
ANGIE-MAR19	verizon - i-pads	04/25/2019	52.75	100-10-5141-3-31
ANGIE-MAR19	amazon - I voted stickers	04/25/2019	16.49	100-10-5142-3-38
ANGIE-MAR19	amazon - I voted stickers	04/25/2019	15.98	100-10-5142-3-38
ANGIE-MAR19	Local Govt Budget 101 Workshop - Michelle	04/25/2019	55.00	100-10-5153-3-37
ANGIE-MAR19	Budget 101 Workshop Discount - Michelle	04/25/2019	10.00	100-10-5153-3-37
KATHY-MAR19	SAGE Journals - Economic Dev Quarterly	04/25/2019	36.00	100-10-5191-3-34
KATHY-MAR19	lunch - training	04/25/2019	111.08	100-10-5191-3-37
ANGIE-MAR19	Local Govt Budget 101 Workshop - Kathy	04/25/2019	55.00	100-10-5191-3-37
ANGIE-MAR19	Budget 101 Workshop Discount - Kathy	04/25/2019	10.00	100-10-5191-3-37
RACHEL-MARCH19	Dollar Tree Purchase - senior center	04/25/2019	27.00	100-20-5513-3-38
ANGIE-MAR19	amazon - utility cart - senior center	04/25/2019	74.04	100-20-5513-3-38
BJ-MARCH19	Facebook - 9/11 Exhibit fundraising events	04/25/2019	125.00	100-50-5231-3-35
BJ-MARCH19	Facebook - 9/11 Exhibit fundraising events	04/25/2019	75.00	100-50-5231-3-35
BJ-MARCH19	Facebook - 9/11 Exhibit fundraising events	04/25/2019	50.00	100-50-5231-3-35
BJ-MARCH19	Facebook - 9/11 Exhibit fundraising events	04/25/2019	13.32	100-50-5231-3-35
BJ-MARCH19	Facebook - 9/11 Exhibit fundraising events	04/25/2019	50.00	100-50-5231-3-35
BJ-MARCH19	Facebook - 9/11 Exhibit fundraising events	04/25/2019	50.00	100-50-5231-3-35
BJ-MARCH19	Shell - Fuel - FD	04/25/2019	8.73	100-50-5232-3-38
BJ-MARCH19	WAGN - Pet O2 Mask - FD	04/25/2019	107.33	100-50-5232-3-38
BJ-MARCH19	uniform shirts - FD	04/25/2019	107.96	100-50-5232-3-38
ANGIE-MAR19	amazon - Canopy ceiling light fixtures	04/25/2019	328.20	100-70-5410-3-36
ANGIE-MAR19	amazon - tubex tree shelters	04/25/2019	217.87	100-70-5443-3-38
ANGIE-MAR19	4Imprint - lanyards	04/25/2019	502.81	100-80-5670-3-38
Total 27935 WELLS FARGO PAYMENT REMITT.:			2,188.82	
<b>27948 WERNER ELECTRIC SUPPLY</b>				
S5815951.001	replace photo eye on garage for night lights	04/25/2019	13.42	100-20-5525-3-36
Total 27948 WERNER ELECTRIC SUPPLY:			13.42	
<b>27987 WESTPHAL</b>				
48426	Madison St signage for businesses	04/25/2019	130.00	405-70-5436-3-38
Total 27987 WESTPHAL:			130.00	
<b>28650 WI DEPART OF JUSTICE</b>				
455TIME-0000006686	Time System-quarterly billing	04/25/2019	342.00	100-40-5212-3-38
Total 28650 WI DEPART OF JUSTICE:			342.00	
<b>28963 WI DEPARTMENT OF TRANSPORTATION</b>				
395-0000127323	Fox lake Street - Preliminary Engineering	04/25/2019	1,212.21	100-70-5420-3-38
Total 28963 WI DEPARTMENT OF TRANSPORTATION:			1,212.21	
<b>29836 WPPi ENERGY</b>				
INV11512	Annual Software Support	04/25/2019	75.76	100-10-5197-3-38
INV11512	Firewall	04/25/2019	150.00	410-10-5140-4-00

Invoice	Description	Invoice Date	Total Cost	GL Account
Total 29836 WPPI ENERGY:			225.76	
<b>29875 W.W. ELECTRIC MOTORS, INC.</b>				
WPN10070	replace bad fan motor @ safety building	04/25/2019	158.95	100-70-5410-3-36
Total 29875 W.W. ELECTRIC MOTORS, INC.:			158.95	
<b>300054 KAMINSKI, RACHEL</b>				
4-25-19	Mileage - April 2019	04/25/2019	17.69	100-20-5513-3-38
Total 300054 KAMINSKI, RACHEL:			17.69	
<b>300055 TEN 2 COMMUNICATIONS</b>				
5259	Fire Suppression Tool - 36 W Franklin St	04/25/2019	617.26	100-50-5232-3-38
Total 300055 TEN 2 COMMUNICATIONS:			617.26	
<b>300233 WLECHA</b>				
4-25-19	2019 Conf Registration	04/25/2019	150.00	100-40-5212-3-37
Total 300233 WLECHA:			150.00	
Grand Totals:			102,397.08	

## Report GL Period Summary

GL Period	Amount
04/19	102,397.08
Grand Totals:	102,397.08

Vendor number hash: 2218261  
 Vendor number hash - split: 3327721  
 Total number of invoices: 80  
 Total number of transactions: 127

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	102,397.08	.00	102,397.08
Grand Totals:	102,397.08	.00	102,397.08

## Report Criteria:

[Report]. Invoice Date = 04/25/2019



## AGENDA SUMMARY SHEET

**MEETING DATE:** 4/30/19

**AGENDA SECTION:** Action

**PRESENTER:** Kathy Schlieve

**TITLE:** FIRST READING - ORDINANCE TO AMEND  
CHAPTER EIGHT OF THE MUNICIPAL CODE OF  
THE CITY OF WAUPUN ENTITLED "ORDERLY  
CONDUCT. 8.025. REGULATION OF CHICKENS.

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

**ISSUE SUMMARY:** Included in your packet is a draft of an ordinance to amend Chapter Eight of the Municipal Code of the City of Waupun entitled "Orderly Conduct" related to the keeping of chickens within the City of Waupun. Attorney Vande Zande is providing this first read of a draft ordinance based on input received from council and staff members. Please be prepared with questions and discussion on the proposed ordinance.

**STAFF RECOMENDATION:** First Read Discussion (Plan for second read and final vote on May 14, 2019).

**ATTACHMENTS:**

DRAFT Ordinance

**RECOMENDED MOTION:**

Approve or Amend first read of the draft ordinance for the keeping of chickens in the City of Waupun.

ORDINANCE # 19 - \_\_\_\_

AN ORDINANCE TO AMEND CHAPTER EIGHT OF THE MUNICIPAL CODE OF THE CITY OF WAUPUN ENTITLED "ORDERLY CONDUCT."

THE COMMON COUNCIL OF THE CITY OF WAUPUN ORDAINS:

SECTION 1: Section 8.02(8)(b) of the Municipal Code of the City of Waupun entitled "Exceptions" is amended to add the following subsection:

5. Chickens as permitted under Section 8.025 below.

SECTION 2: Chapter Eight of the Municipal Code of the City of Waupun entitled "ORDERLY CONDUCT" is amended to create a new Section 8.025 as attached.

SECTION 3: All ordinances or portions of ordinances inconsistent with the provisions of this ordinance are repealed.

SECTION 4: This Ordinance shall be in full force and effect on its passage and publication as provided by law.

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Julie J. Nickel  
Mayor

ATTEST:

\_\_\_\_\_  
Angela Hull  
City Clerk



#### 8.025. REGULATION OF CHICKENS.

(1) **PURPOSE AND INTENT.** The purpose of this Section 8.025 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 8.025, the following terms shall have the meaning indicated:

(a) Abutting Property. 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) Backyard. 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) Chicken. 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) Coop. An enclosed structure, building or pen within which chickens roost or are housed.

(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 8.025.

(a) Up to four (4) chickens may be raised on a lot zoned R-1 Single-Family Residential or a lot zoned R-2 Two-Family Residential, except as otherwise restricted in subsection (4) below, and subject to the permit requirements specified in subsection (5) below.

(b) Educational facilities may keep or maintain up to twenty-five (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 8.025 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) Within mobile home or manufactured home parks.

(b) On vacant lots, unless the permit holder maintains his or her primary residence on abutting property.

(c) On any property zoned R-3 Multiple-Family Residential or R-4 Central Area Single-Family Residential.

(d) On lots on which condominiums are located, regardless of the zoning classification.

(e) In any nonresidential zoning district, except on obtaining prior authorization by Resolution of the Waupun Common Council.

#### (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 five (5) 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.

(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 fifty percent (50%) or more of abutting property owners have signed a written statement giving approval of the permit application. In addition, rental tenants shall obtain a written and signed statement from their landlord giving approval of the permit application, and the landlord's written approval must accompany the application. Provisions for written notification and approval identified in this subsection (b) shall not be required for renewal

permit applications, so long as the applicant has not been in default of this Section 8.025 during the six-month period immediately preceding the renewal application.

(6) PERMIT TERM AND FEES.

(a) Permits shall be granted for a term of not more than one (1) year, commencing on January 1st or the date of issuance, whichever is later, and ending on the following December 31<sup>st</sup>. 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.

(b) 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 8.025, 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 in the backyard of the permit holder's residence and shall meet all applicable setback requirements for accessory buildings as set forth in the City of Waupun Zoning Code. In addition, a coop and any attached enclosure shall not be closer than 25 feet to 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 allow at least four 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) 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.

(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 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 8.025.

(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 8.025. The City shall revoke a permit to keep chickens in the event that the City has issued two or more violations of this Section 8.025 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 8.025 shall be subject to a forfeiture of \$100 for the first violation and \$200 for each subsequent violation. Each day that a violation of this Section 8.025 continues shall be deemed a separate violation. Any chickens found to be the subject of a violation of this Section 8.025 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 8.025 shall pay all expenses, including shelter, food, handling and veterinary care, necessitated by enforcement of this provision.