



**A G E N D A**  
**CITY OF WAUPUN SPECIAL COMMON COUNCIL**  
**Virtual and Teleconference**  
**Tuesday, February 23, 2021 at 5:30 PM**

**VIDEO CONFERENCE AND TELECONFERENCE**

The Waupun Common Council will meet virtually at **5:30pm on Tuesday, February 23, 2021**, via Zoom. The public may access the conference meeting online or by phone. Instructions to join the meeting are provided below:

**1. Join Zoom Meeting**

<https://us02web.zoom.us/j/86791315746?pwd=NjdoVG1MWTY3MG5VMHVEaU5ZbTVZUT09>

**Meeting ID: 867 9131 5746**

**Passcode: 906557**

**2. Dial by phone: 1-312-626-6799**

**CALL TO ORDER**

**ROLL CALL**

**CONSENT AGENDA**

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

**CONSIDERATION - ACTION**

2. Certified Survey Map- 707/709 Brandon Street (*Recommended by Plan Commission 2/17/21*)
3. Residential Zoning Updates and Scope of Services from Cedar Corporation
4. Emergency Medical Responders (EMR) Deployment

**ADJOURNMENT**

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



## AGENDA SUMMARY SHEET

**MEETING DATE:** 02-23-21

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

**AGENDA SECTION:** CONSENT AGENDA

**PRESENTER:** Angela Hull, Clerk

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

### **ISSUE SUMMARY:**

The Consent Agenda consist of future meetings and gatherings of the Common Council and consideration of licenses and permits and payment of expenses.

### **Future Meetings/Gatherings (Due to certain circumstances- may be held in person at the City Hall or Virtually/Telephonically)**

Tuesday, March 9, 2021	Common Council	6:00pm
Tuesday, March 30, 2021	Committee of the Whole	5:30pm
Tuesday, April 13, 2021	Common Council	6:00pm
Tuesday, April 20, 2021	Special Common Council	5:30pm
Tuesday, April 27, 2021	Committee of the Whole	5:30pm

### **License and Permit Applications**

#### **OPERATOR LICENSE:**

None

#### **STAFF RECOMENDATION:**

Approve the Consent Agenda

#### **ATTACHMENTS:**

Expense Report(s)

#### **RECOMENDED MOTION:**

Motion to approve the Consent Agenda. (Roll Call)

Report Criteria:

Report type: Summary

Check Issue Date	Check Number	Payee	Amount
02/18/2021	101586	ADVANCED DISPOSAL	43,409.03
02/18/2021	101587	AGNESIAN WORK & WELLNESS-	100.00
02/18/2021	101588	AIRGAS USA, LLC	132.81
02/18/2021	101589	ALLIANT ENERGY/WP&L	1,304.84
02/18/2021	101590	AMERICAN HYDRAULICS INC	3,278.00
02/18/2021	101591	ARCHIVESOCIAL	2,388.00
02/18/2021	101592	ARMGA, BARB	155.86
02/18/2021	101593	AT&T MOBILITY	251.93
02/18/2021	101594	BUREAU OF CORRECTIONAL ENTER	558.22
02/18/2021	101595	BOERSON, ANN C.	103.74
02/18/2021	101596	BOUWKAMP, DARLENE	132.69
02/18/2021	101597	BRAUER SUPPLY & EQUIPMENT	1,033.75
02/18/2021	101598	BROOKS SHOE & REPAIR	150.00
02/18/2021	101599	BURLAGE, GREG	300.00
02/18/2021	101600	CAPITAL NEWSPAPERS	82.35
02/18/2021	101601	CHARTER COMMUNICATIONS	1,584.92
02/18/2021	101602	CODA, DEB	132.69
02/18/2021	101603	CONSULTANTS LABORATORY-FDL	80.00
02/18/2021	101604	DAANE, BETTY G	132.69
02/18/2021	101605	DESTINATION LAKE WINNEBAGO RE	2,038.19
02/18/2021	101606	DIGGERS HOTLINE	737.60
02/18/2021	101607	DODGE COUNTY TREASURER (LICEN	332.50
02/18/2021	101608	FASTENAL CO.	18.24
02/18/2021	101609	FIX, WAYNE	135.10
02/18/2021	101610	FOX VALLEY TECHNICAL COLLEGE	134.50
02/18/2021	101611	GRAY'S	1,634.00
02/18/2021	101612	GUNDERSON, INC.	475.14
02/18/2021	101613	H & R SAFETY SOLUTIONS LLC	866.00
02/18/2021	101614	HALVERSON, ANDREW	93.93
02/18/2021	101615	HANDSHY, ARLENE	135.10
02/18/2021	101616	K BROWN PLUMBING LLC	780.25
02/18/2021	101617	KEARNS, NICK	58.05
02/18/2021	101618	LEAGUE OF WI MUNICIPALITIES	50.00
02/18/2021	101619	LEITNER, GINNY	100.00
02/18/2021	101620	MSA PROFESSIONAL SERVICES INC.	10,910.75
02/18/2021	101621	MARCO TECHNOLOGIES LLC	51.78
02/18/2021	101622	MENARDS - BEAVER DAM	202.88
02/18/2021	101623	MESA, FRANK	152.18
02/18/2021	101624	MIDWEST SERVICE EQUIPMENT	128.72
02/18/2021	101625	MONROE TRUCK EQUIPMENT, INC	84.77
02/18/2021	101626	MULDER, GEORGENE	103.74
02/18/2021	101627	MUNICIPAL CODE CORPORATION	550.00
02/18/2021	101628	NAPA AUTO PARTS-WAUPUN	23.94
02/18/2021	101629	NAVIS, MIKE	40.00
02/18/2021	101630	NEVCO, INC	66.74
02/18/2021	101631	PATROUILLE, LORNA MAE	170.52
02/18/2021	101632	PAUSMA, LOIS	103.74
02/18/2021	101633	PC CONNECTION SALES CORP	197.23
02/18/2021	101634	PETERSEN, JENNIFER	60.48
02/18/2021	101635	PIGGLY WIGGLY DISCOUNT FOODS	105.46

Check Issue Date	Check Number	Payee	Amount
02/18/2021	101636	PLUIM, JOAN	132.69
02/18/2021	101637	PURCHASE POWER	500.00
02/18/2021	101638	REINDERS INC.	180.85
02/18/2021	101639	ROCK RIVER STORMWATER GROUP	5,000.00
02/18/2021	101640	SHAW, MITCH	946.00
02/18/2021	101641	SHERWIN INDUSTRIES	468.88
02/18/2021	101642	SHRED-IT	81.55
02/18/2021	101643	STAR CRANE & HOIST SERVICE - WI I	345.00
02/18/2021	101644	STICKS AND STONES	140.00
02/18/2021	101645	STREICHER'S	5,762.00
02/18/2021	101646	VALENTIN, BERNICE	118.21
02/18/2021	101647	TIPTON, ALEXANDRA	147.69
02/18/2021	101648	TOTAL ENERGY SYSTEMS LLC	2,604.60
02/18/2021	101649	TRUCK COUNTRY	66.31
02/18/2021	101650	UNEMPLOYMENT INSURANCE	127.45
02/18/2021	101651	UNIFORM SHOPPE	1,032.99
02/18/2021	101652	VAN HIERDEN, KATIE L.	135.10
02/18/2021	101653	VON BRIESEN & ROPER, S.C.	2,452.48
02/18/2021	101654	WAUPUN UTILITIES	25,862.73
02/18/2021	101655	WILLIAMS, ROBERT	102.62
02/18/2021	101656	PEACHEY, MARGE	103.74
02/18/2021	101657	TOP PACK DEFENSE LLC	222.25
02/18/2021	101658	SALAMONE SUPPLIES	298.68
Grand Totals:			122,684.87

Report Criteria:

Report type: Summary

## Report Criteria:

[Report]. Invoice Date = 02/18/2021

Invoice	Description	Invoice Date	Total Cost	GL Account
<b>615 ADVANCED DISPOSAL</b>				
E10001465199	Residential Recycling - Jan 2021	02/18/2021	8,963.95	420-70-5436-3-38
E10001465199	Residential Trash - Jan 2021	02/18/2021	34,445.08	425-70-5476-3-38
Total 615 ADVANCED DISPOSAL:			43,409.03	
<b>955 AGNESIAN WORK &amp; WELLNESS-</b>				
32845	Consortium Fee	02/18/2021	100.00	100-70-5412-3-38
Total 955 AGNESIAN WORK & WELLNESS-:			100.00	
<b>987 AIRGAS USA, LLC</b>				
9109784098	Gas for cutting torch	02/18/2021	132.81	100-70-5411-3-36
Total 987 AIRGAS USA, LLC:			132.81	
<b>1174 ALLIANT ENERGY/WP&amp;L</b>				
3425110000-JAN21	MUSEUM monthly fuel charges - Jan 2021	02/18/2021	398.79	100-20-5512-3-32
7255200000-JAN21	Senior Center monthly heat - Jan 2021	02/18/2021	222.56	100-20-5513-3-32
3517989074-JAN21	TIF#6 - Utilities McKinley St. Building - Jan 2021	02/18/2021	683.49	408-70-5436-3-32
Total 1174 ALLIANT ENERGY/WP&L:			1,304.84	
<b>1203 AMERICAN HYDRAULICS INC</b>				
25239	Repair lift cylinders for loader	02/18/2021	3,278.00	100-70-5411-3-36
Total 1203 AMERICAN HYDRAULICS INC:			3,278.00	
<b>1491 ARCHIVESOCIAL</b>				
15288	Social Media Archive 3/15/21-3/14/22	02/18/2021	2,388.00	100-10-5197-3-38
Total 1491 ARCHIVESOCIAL:			2,388.00	
<b>1565 ARMGA, BARB</b>				
2-18-21	2-16-21 election	02/18/2021	155.86	100-10-5142-1-10
Total 1565 ARMGA, BARB:			155.86	
<b>1906 AT&amp;T MOBILITY</b>				
JAN2021	FirstNet Mobile Aircards - Jan 2021	02/18/2021	251.93	100-40-5211-3-38
Total 1906 AT&T MOBILITY:			251.93	
<b>3072 BUREAU OF CORRECTIONAL ENTERPRISES</b>				
306-185037	can liners	02/18/2021	558.22	100-70-5410-3-36
Total 3072 BUREAU OF CORRECTIONAL ENTERPRISES:			558.22	
<b>5645 BOERSON, ANN C.</b>				
2-18-21	2-16-21 election	02/18/2021	103.74	100-10-5142-1-10
Total 5645 BOERSON, ANN C.:			103.74	
<b>5875 BOUWKAMP, DARLENE</b>				
2-18-21	2-16-21 election	02/18/2021	132.69	100-10-5142-1-10

Invoice	Description	Invoice Date	Total Cost	GL Account
Total 5875 BOUWKAMP, DARLENE:			132.69	
<b>6065 BRAUER SUPPLY &amp; EQUIPMENT</b>				
2021029	snow plow parts	02/18/2021	1,033.75	100-70-5435-3-36
Total 6065 BRAUER SUPPLY & EQUIPMENT:			1,033.75	
<b>6162 BROOKS SHOE &amp; REPAIR</b>				
36303	boot allowance - Harmsen	02/18/2021	150.00	100-70-5412-3-38
Total 6162 BROOKS SHOE & REPAIR:			150.00	
<b>6682 BURLAGE, GREG</b>				
2-18-21	Assist to Firefighters Grant App (Resubmit)	02/18/2021	300.00	100-50-5231-3-38
Total 6682 BURLAGE, GREG:			300.00	
<b>7058 CAPITAL NEWSPAPERS</b>				
35153	Ordinance Number 21-02	02/18/2021	22.61	100-10-5110-3-35
36150	Ordinance Number 21-01	02/18/2021	59.74	100-10-5110-3-35
Total 7058 CAPITAL NEWSPAPERS:			82.35	
<b>10048 CHARTER COMMUNICATIONS</b>				
84261-FEB21	museum - internet	02/18/2021	68.56	100-13850
16011-FEB21	senior center - tv, internet	02/18/2021	136.23	100-20-5513-3-38
54053-FEB21	aquatic center	02/18/2021	110.47	100-20-5523-3-38
41336-FEB21	PD - voice	02/18/2021	178.79	100-40-5211-3-31
18615-FEB21	PD - voice, internet, tv	02/18/2021	389.37	100-40-5211-3-38
3194-FEB21	ethernet intrastate MBPS	02/18/2021	490.00	100-40-5211-3-38
41336-FEB21	FD - voice	02/18/2021	24.38	100-50-5231-3-31
15199-FEB21	garage - tv, internet	02/18/2021	187.12	100-70-5412-3-38
Total 10048 CHARTER COMMUNICATIONS:			1,584.92	
<b>10358 CODA, DEB</b>				
2-18-21	2-16-21 election	02/18/2021	132.69	100-10-5142-1-10
Total 10358 CODA, DEB:			132.69	
<b>10468 CONSULTANTS LABORATORY-FDL</b>				
2615677	legal blood draws - Jan 2021	02/18/2021	80.00	100-40-5213-3-38
Total 10468 CONSULTANTS LABORATORY-FDL:			80.00	
<b>10892 DAANE, BETTY G</b>				
2-18-21	2-16-21 election	02/18/2021	132.69	100-10-5142-1-10
Total 10892 DAANE, BETTY G:			132.69	
<b>11275 DESTINATION LAKE WINNEBAGO REGION</b>				
2-18-21	70% Of Dec Room Tax	02/18/2021	2,038.19	430-70-5436-3-42
Total 11275 DESTINATION LAKE WINNEBAGO REGION:			2,038.19	
<b>11297 DIGGERS HOTLINE</b>				
2-18-21	1st prepayment inv 2021	02/18/2021	737.60	700-10-5192-3-38

Invoice	Description	Invoice Date	Total Cost	GL Account
Total 11297 DIGGERS HOTLINE:			737.60	
<b>12001 DODGE COUNTY TREASURER (LICENSES)</b>				
2-16-21	2021 Dog Licenses 12/1/20-2/9/21	02/18/2021	332.50	100-44-4422-0-00
Total 12001 DODGE COUNTY TREASURER (LICENSES):			332.50	
<b>12760 FASTENAL CO.</b>				
WIBEA115597	shop supplies	02/18/2021	18.24	100-70-5411-3-36
Total 12760 FASTENAL CO.:			18.24	
<b>13276 FIX, WAYNE</b>				
2-18-21	2-16-21 election	02/18/2021	135.10	100-10-5142-1-10
Total 13276 FIX, WAYNE:			135.10	
<b>13850 FOX VALLEY TECHNICAL COLLEGE</b>				
TPB0000621948	training - Kearns	02/18/2021	134.50	100-40-5212-3-38
Total 13850 FOX VALLEY TECHNICAL COLLEGE:			134.50	
<b>14720 GRAY'S</b>				
36808	snow plow blades	02/18/2021	1,634.00	100-70-5435-3-36
Total 14720 GRAY'S:			1,634.00	
<b>15075 GUNDERSON, INC.</b>				
961555	Library Rugs - Feb 2021	02/18/2021	63.63	100-70-5410-3-36
956702	Library Rugs - Feb 2021	02/18/2021	63.63	100-70-5410-3-38
956760	fire Dept-Rugs - Feb 2021	02/18/2021	52.18	100-70-5410-3-38
959126	Senior center rugs - Feb 2021	02/18/2021	54.35	100-70-5410-3-38
959123	CITY HALL rugs - Feb 2021	02/18/2021	65.45	100-70-5410-3-38
956754	Garage supplies - Feb 2021	02/18/2021	45.24	100-70-5411-3-38
956755	Uniform/charges - Feb 2021	02/18/2021	19.13	100-70-5411-3-38
959202	Uniform/charges - Feb 2021	02/18/2021	19.13	100-70-5411-3-38
959201	Garage supplies - Feb 2021	02/18/2021	28.03	100-70-5411-3-38
961611	Garage supplies - Feb 2021	02/18/2021	45.24	100-70-5411-3-38
961612	Uniform/charges - Feb 2021	02/18/2021	19.13	100-70-5411-3-38
Total 15075 GUNDERSON, INC.:			475.14	
<b>15297 H &amp; R SAFETY SOLUTIONS LLC</b>				
5736	PPE supplies	02/18/2021	866.00	100-50-5232-3-36
Total 15297 H & R SAFETY SOLUTIONS LLC:			866.00	
<b>15445 HALVERSON, ANDREW</b>				
2-18-21	Meal reimbursement - NWTC-IDC Training	02/18/2021	93.93	100-40-5215-3-37
Total 15445 HALVERSON, ANDREW:			93.93	
<b>15460 HANDSHY, ARLENE</b>				
2-18-21	2-16-21 election	02/18/2021	135.10	100-10-5142-1-10
Total 15460 HANDSHY, ARLENE:			135.10	

Invoice	Description	Invoice Date	Total Cost	GL Account
<b>16834 K BROWN PLUMBING LLC</b>				
2021-76	replaced broken sink drain	02/18/2021	207.75	100-70-5410-3-36
2021-75	replaced shut-off valve for sink	02/18/2021	190.00	100-70-5410-3-36
2021-74	replaced sink valves	02/18/2021	382.50	100-70-5410-3-36
Total 16834 K BROWN PLUMBING LLC:			780.25	
<b>16939 KEARNS, NICK</b>				
2-18-21	Reimburse meals - Police Academy 2/1/21 thru 2/5/21	02/18/2021	33.76	100-40-5212-3-38
2-18-21/2	Reimburse meals - Police Academy 2/8/21 thru 2/11/21	02/18/2021	24.29	100-40-5212-3-38
Total 16939 KEARNS, NICK:			58.05	
<b>17400 LEAGUE OF WI MUNICIPALITIES</b>				
82441	Chief Exec Winter Web Workshop - Schlieve	02/18/2021	50.00	100-10-5191-3-37
Total 17400 LEAGUE OF WI MUNICIPALITIES:			50.00	
<b>17420 LEITNER, GINNY</b>				
2-18-21	Clothing allowance - Louden	02/18/2021	100.00	100-12634
Total 17420 LEITNER, GINNY:			100.00	
<b>18009 MSA PROFESSIONAL SERVICES INC.</b>				
R00212096.0-20	Newton-Rock Design	02/18/2021	3,929.80	400-70-5420-8-00
R00212096.0-20	Specifications - Newton-Rock	02/18/2021	461.76	400-70-5436-8-00
R00212096.0-20	Public info meeting - Newton & Rock	02/18/2021	665.00	400-70-5436-8-00
R00212056.0-74	Wilson Drive Extension Cost Estimate	02/18/2021	611.25	404-10-5711-3-38
R00212096.0-20	Newton-Rock Design	02/18/2021	3,741.20	700-10-5192-3-38
R00212096.0-20	Specifications - Newton-Rock	02/18/2021	836.74	700-10-5192-8-00
R00212096.0-20	Public info meeting - Newton & Rock	02/18/2021	665.00	700-10-5192-8-00
Total 18009 MSA PROFESSIONAL SERVICES INC.:			10,910.75	
<b>18459 MARCO TECHNOLOGIES LLC</b>				
INV8406061	Konica/A7PY011X001 contract - Feb 2021	02/18/2021	51.78	100-40-5211-3-38
Total 18459 MARCO TECHNOLOGIES LLC:			51.78	
<b>18961 MENARDS - BEAVER DAM</b>				
92041	flooring - replace mens bathroom @ safety building	02/18/2021	202.88	100-70-5410-3-36
Total 18961 MENARDS - BEAVER DAM:			202.88	
<b>18969 MESA, FRANK</b>				
2-18-21	2-16-21 election	02/18/2021	152.18	100-10-5142-1-10
Total 18969 MESA, FRANK:			152.18	
<b>19149 MIDWEST SERVICE EQUIPMENT</b>				
20700	pressure washer repairs - valve kit assembly	02/18/2021	128.72	100-70-5411-3-36
Total 19149 MIDWEST SERVICE EQUIPMENT:			128.72	
<b>19390 MONROE TRUCK EQUIPMENT, INC</b>				
832431	wing swivel	02/18/2021	84.77	100-70-5411-3-36

Invoice	Description	Invoice Date	Total Cost	GL Account
Total 19390 MONROE TRUCK EQUIPMENT, INC:			84.77	
<b>19672 MULDER, GEORGENE</b>				
2-18-21	2-16-21 election	02/18/2021	103.74	100-10-5142-1-10
Total 19672 MULDER, GEORGENE:			103.74	
<b>19695 MUNICIPAL CODE CORPORATION</b>				
00354339	online code hosting 2/1/2021 to 1/31/2022	02/18/2021	550.00	100-10-5163-3-38
Total 19695 MUNICIPAL CODE CORPORATION:			550.00	
<b>19802 NAPA AUTO PARTS-WAUPUN</b>				
300023	windshield washer fluid - FD	02/18/2021	23.94	100-50-5232-3-36
Total 19802 NAPA AUTO PARTS-WAUPUN:			23.94	
<b>20252 NAVIS, MIKE</b>				
2-18-21	clothing allowance	02/18/2021	40.00	100-12634
Total 20252 NAVIS, MIKE:			40.00	
<b>20353 NEVCO, INC</b>				
0000191355	Gus scorboard remote repair	02/18/2021	66.74	100-20-5525-3-36
Total 20353 NEVCO, INC:			66.74	
<b>21168 PATROUILLE, LORNA MAE</b>				
2-18-21	2-16-21 election	02/18/2021	170.52	100-10-5142-1-10
Total 21168 PATROUILLE, LORNA MAE:			170.52	
<b>21190 PAUSMA, LOIS</b>				
2-18-21	2-16-21 election	02/18/2021	103.74	100-10-5142-1-10
Total 21190 PAUSMA, LOIS:			103.74	
<b>21195 PC CONNECTION SALES CORP</b>				
70954298	Adobe Pro - Greenfield	02/18/2021	197.23	100-10-5197-3-38
Total 21195 PC CONNECTION SALES CORP:			197.23	
<b>21357 PETERSEN, JENNIFER</b>				
2-18-21	MILEAGE - 2-5-21 - Juneau - dropped off tax payments	02/18/2021	19.04	100-10-5141-3-37
2-18-21	MILEAGE - 2-17-21 - return election day materials for 2-1	02/18/2021	19.04	100-10-5142-3-37
2-18-21	MILEAGE - 2-17-21 - return election day materials for 2-1	02/18/2021	22.40	100-10-5142-3-37
Total 21357 PETERSEN, JENNIFER:			60.48	
<b>21665 PIGGLY WIGGLY DISCOUNT FOODS</b>				
5321	election supplies - Feb 2021	02/18/2021	55.47	100-10-5142-3-38
3276	meeting supplies	02/18/2021	13.07	100-10-5191-3-38
2518	LAPWA meeting supplies	02/18/2021	36.92	100-70-5410-3-38
Total 21665 PIGGLY WIGGLY DISCOUNT FOODS:			105.46	

Invoice	Description	Invoice Date	Total Cost	GL Account
<b>21896 PLUIM, JOAN</b>				
2-18-21	2-16-21 election	02/18/2021	132.69	100-10-5142-1-10
Total 21896 PLUIM, JOAN:			132.69	
<b>22324 PURCHASE POWER</b>				
2-18-21	refill postage machine	02/18/2021	500.00	100-16210
Total 22324 PURCHASE POWER:			500.00	
<b>22700 REINDERS INC.</b>				
1864678-00	plow blade springs	02/18/2021	180.85	100-70-5411-3-36
Total 22700 REINDERS INC.:			180.85	
<b>23042 ROCK RIVER STORMWATER GROUP</b>				
2021	2021 Stormwater Membership Dues	02/18/2021	5,000.00	700-10-5192-3-38
Total 23042 ROCK RIVER STORMWATER GROUP:			5,000.00	
<b>23588 SHAW, MITCH</b>				
2-18-21	oak lunmber for bridge	02/18/2021	946.00	100-70-5410-3-36
Total 23588 SHAW, MITCH:			946.00	
<b>23599 SHERWIN INDUSTRIES</b>				
SS087535	concrete cold patch	02/18/2021	468.88	100-70-5431-3-36
Total 23599 SHERWIN INDUSTRIES:			468.88	
<b>23612 SHRED-IT</b>				
8181372372	destruction of records	02/18/2021	81.55	100-40-5211-3-38
Total 23612 SHRED-IT:			81.55	
<b>24114 STAR CRANE &amp; HOIST SERVICE - WI INC</b>				
1690-W	Annual OSHA Inspect & PM All Units	02/18/2021	345.00	100-70-5411-3-36
Total 24114 STAR CRANE & HOIST SERVICE - WI INC:			345.00	
<b>24350 STICKS AND STONES</b>				
12181	snow removal 2021	02/18/2021	140.00	100-70-5435-3-36
Total 24350 STICKS AND STONES:			140.00	
<b>24470 STREICHER'S</b>				
CM284333	credit - helmet	02/18/2021	188.00-	100-40-5215-3-38
1481505	Vests - carriers/trauma plates	02/18/2021	5,950.00	410-40-5211-4-00
Total 24470 STREICHER'S:			5,762.00	
<b>24914 VALENTIN, BERNICE</b>				
2-18-21	2-16-21 election	02/18/2021	118.21	100-10-5142-1-10
Total 24914 VALENTIN, BERNICE:			118.21	
<b>25061 TIPTON, ALEXANDRA</b>				
2-18-21	Clothing allowance	02/18/2021	147.69	100-12634

Invoice	Description	Invoice Date	Total Cost	GL Account
Total 25061 TIPTON, ALEXANDRA:			147.69	
<b>25146 TOTAL ENERGY SYSTEMS LLC</b>				
361146	maintenance on generator at safety bldg	02/18/2021	2,604.60	100-70-5410-3-36
25146 TOTAL ENERGY SYSTEMS LLC:			2,604.60	
<b>25445 TRUCK COUNTRY</b>				
X202637800:01	clamp, v band	02/18/2021	66.31	100-70-5411-3-36
Total 25445 TRUCK COUNTRY:			66.31	
<b>25480 UNEMPLOYMENT INSURANCE</b>				
2-18-21	Monthly Unemployment Payment - Jan 2021	02/18/2021	127.45	100-10-5177-3-38
Total 25480 UNEMPLOYMENT INSURANCE:			127.45	
<b>25482 UNIFORM SHOPPE</b>				
307248	clothing allowance	02/18/2021	131.99	100-12634
307371	clothing allowance - Rasch	02/18/2021	15.95	100-12634
307295	clothing allowance	02/18/2021	430.70	100-12634
307373	clothing allowance	02/18/2021	425.45	100-12634
307371	detective slide bar/gold comm bar	02/18/2021	28.90	100-40-5211-3-38
Total 25482 UNIFORM SHOPPE:			1,032.99	
<b>26149 VAN HIERDEN, KATIE L.</b>				
2-18-21	2-16-21 election	02/18/2021	135.10	100-10-5142-1-10
Total 26149 VAN HIERDEN, KATIE L.:			135.10	
<b>26465 VON BRIESEN &amp; ROPER, S.C.</b>				
345056	Personnel Issues - Jan2021	02/18/2021	1,882.48	100-10-5143-3-38
345036	Campbell Litigation 2020	02/18/2021	570.00	100-10-5194-3-38
Total 26465 VON BRIESEN & ROPER, S.C.:			2,452.48	
<b>27450 WAUPUN UTILITIES</b>				
5127	WPPI support - Jan 2021	02/18/2021	383.00	100-10-5197-3-38
JAN2021	Monthly utility charges	02/18/2021	109.96	100-20-5512-3-32
JAN2021	Monthly utility charges	02/18/2021	504.48	100-20-5513-3-32
JAN2021	Monthly utility charges	02/18/2021	842.15	100-20-5523-3-32
JAN2021	Monthly utility charges	02/18/2021	2,173.47	100-20-5525-3-32
JAN2021	Monthly utility charges	02/18/2021	792.69	100-40-5211-3-32
JAN2021	Monthly utility charges	02/18/2021	445.89	100-50-5231-3-32
JAN2021	Monthly utility charges	02/18/2021	16.00	100-50-5251-3-32
JAN2021	Monthly utility charges	02/18/2021	5,691.69	100-70-5410-3-32
JAN2021	Monthly utility charges	02/18/2021	1,236.03	100-70-5412-3-32
5129	Verizon Charges - DPW I-pads - Jan 2021	02/18/2021	60.08	100-70-5420-3-31
JAN2021	Monthly utility charges	02/18/2021	303.92	100-70-5441-3-32
JAN2021	Monthly utility charges	02/18/2021	10,552.15	100-70-5442-3-32
JAN2021	Monthly utility charges	02/18/2021	1,166.16	210-60-5511-3-32
JAN2021	Monthly utility charges - McKinley Property	02/18/2021	311.34	408-70-5436-3-32
JAN2021	Monthly utility charges	02/18/2021	35.52	700-10-5192-3-32
5080	Bulk water usage 5/1/20 - 10/26/20 - washing street swee	02/18/2021	369.95	700-10-5192-3-32
5128	Stormwater Billing & Collection Fees - Jan 2021	02/18/2021	868.25	700-10-5192-3-38

Invoice	Description	Invoice Date	Total Cost	GL Account
Total 27450 WAUPUN UTILITIES:			25,862.73	
<b>28192 WILLIAMS, ROBERT</b>				
2-18-21	reimbursement meals - training	02/18/2021	102.62	100-40-5215-3-37
Total 28192 WILLIAMS, ROBERT:			102.62	
<b>300086 PEACHEY, MARGE</b>				
2-18-21	2-16-21 election	02/18/2021	103.74	100-10-5142-1-10
Total 300086 PEACHEY, MARGE:			103.74	
<b>300187 TOP PACK DEFENSE LLC</b>				
5585	clothing allowance	02/18/2021	222.25	100-12634
Total 300187 TOP PACK DEFENSE LLC:			222.25	
<b>300193 SALAMONE SUPPLIES</b>				
151130	Building & Parks Supplies	02/18/2021	298.68	100-70-5410-3-36
Total 300193 SALAMONE SUPPLIES:			298.68	
Grand Totals:			122,684.87	

## Report GL Period Summary

GL Period	Amount
02/21	122,684.87
Grand Totals:	122,684.87

Vendor number hash: 2594072  
Vendor number hash - split: 3119826  
Total number of invoices: 107  
Total number of transactions: 130

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	122,684.87	.00	122,684.87
Grand Totals:	122,684.87	.00	122,684.87

## Report Criteria:

[Report]. Invoice Date = 02/18/2021

As prepared by:

**GA GROTHMAN & ASSOCIATES S.C.**  
LAND SURVEYORS

625 EAST SUFER STREET, P.O. BOX 373 PORTAGE, WI. 53901  
PHONE: PORTAGE: (800) 742-7788 SAUK: (800) 844-8677  
FAX: (800) 742-0434 E-MAIL: surveying@grothman.com  
(RED LOGO REPRESENTS THE ORIGINAL MAP)

G & A FILE NO. 1120-657

DRAFTED BY: LD

CHECKED BY: RC

PROJ. 1120-657

DWG. 1120-657

SHEET 2 OF 2



SEAL:



**FOND DU LAC COUNTY CERTIFIED SURVEY MAP**  
**GENERAL LOCATION**

**BEING LOT 1 OF C.S.M. NO. 6564 AS RECORDED IN VOLUME 45 OF C.S.M.S, PAGE 59, 59A, AND 59B,  
AS DOCUMENT NO. 802549, LOCATED IN THE SW1/4 OF THE NW1/4, SECTION 32, T. 14 N, R. 15 E,  
CITY OF WAUPUN, FOND DU LAC COUNTY, WISCONSIN.**  
CONTAINING 25,676 SQ. FT. - 0.59 ACRES

**SURVEYOR'S CERTIFICATE**

I, **SCOTT P. HEWITT**, Professional Land Surveyor, do hereby certify that by the order of **Darrell D. and Jill A. Stibb**, I have surveyed, monumented, mapped and divided Lot 1, Certified Survey Map, No. 6564 as recorded in Volume 45 of Certified Survey Maps, pages 59, 59A and 59B as Document No. 802549 located in the Southwest Quarter of the Northwest Quarter, Section 32, Town 14 North, Range 15 East, City of Waupun, Fond du Lac County, Wisconsin.

Containing 25,676 square feet, (0.59 acres), more or less. Being subject to servitude's and easements of use or record if any.

I DO FURTHER CERTIFY that this is a true and correct representation of the boundaries of the land surveyed and that I fully complied with the Provisions of Chapter 236.34 of the Wisconsin State Statutes, Wisconsin Administrative Code A - E7 and the City of Waupun Subdivision Ordinance to the best of my knowledge and belief.

*Scott P. Hewitt*

**SCOTT P. HEWITT**

Professional Land Surveyor, No. 2229

Dated: January 27, 2021

File No. 1120-657

**COMMON COUNCIL RESOLUTION**

**RESOLVED** that this Certified Survey Map in the **City of Waupun**, Fond du Lac County, Wisconsin is hereby approved and accepted by the Common Council.

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

**OWNER/CLIENT:** DARRELL D. & JILL A. STIBB  
707 BRANDON STREET  
WAUPUN, WI 53963

CERTIFIED SURVEY MAP # \_\_\_\_\_

VOLUME \_\_\_\_\_

PAGE \_\_\_\_\_

As prepared by:

# GROTHMAN & ASSOCIATES S.C. LAND SURVEYORS

625 EAST SUPER STREET, P.O. BOX 373 PORTAGE, WI 53901  
PHONE: PORTAGE: (608) 742-7788 SAUK: (608) 644-8877  
FAX: (608) 742-0434 E-MAIL: surveying@grothman.com  
(RED LOGO REPRESENTS THE ORIGINAL MAP)

G & A FILE NO. 1120-657

DRAFTED BY: LD

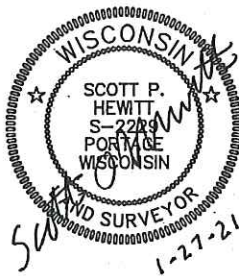
CHECKED BY: RC

PROJ. 1120-657

DWG. 1120-657

SHEET 1 OF 2

SEAL:



## FOND DU LAC COUNTY CERTIFIED SURVEY MAP NO. \_\_\_\_\_

### GENERAL LOCATION

BEING LOT 1, C.S.M. NO. 8664 AS RECORDED IN VOLUME 45 OF C.S.M.S, PAGE 59, 59A, AND 59B, AS DOCUMENT NO. 802549, LOCATED IN THE SW1/4 OF THE NW1/4, SECTION 32, T. 14 N, R. 15 E,

**LEGEND** CITY OF WAUPUN, FOND DU LAC COUNTY, WISCONSIN

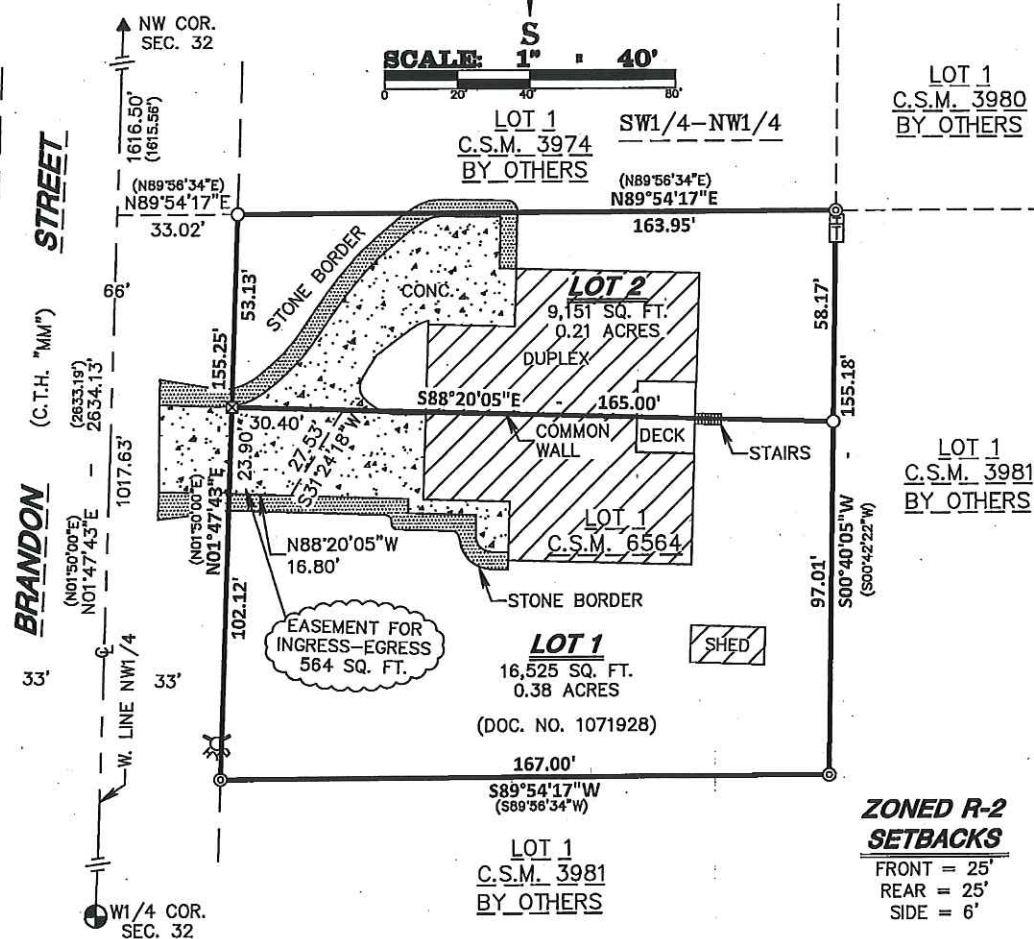
CONTAINING 25,676 SQ. FT. - 0.59 ACRES

- 3/4" X 24" IRON ROD SET (WT. = 1.5 LBS. / L.F.)
- ▲ MAG NAIL FND.
- BERNSTEIN CAST ALUM. MON. FND.
- ⊙ 1" IRON PIPE FND.
- ⊞ CUT CROSS SET IN CONC.
- ⊞ TELEPHONE PEDESTAL
- ⊞ FIRE HYDRANT
- ( ) PREVIOUS SURVEY OR RECORD INFO.



SCALE: 1" = 40'

**BASIS OF BEARINGS:** IS THE WEST LINE OF THE NW1/4, SECTION 32 WHICH BEARS N01°47'43"E AS REFERENCED TO GRID NORTH FOND DU LAC CO. COORDINATE SYSTEM NAD83(91).



**OWNER/CLIENT:** DARRELL D. & JILL A. STIBB  
707 BRANDON STREET  
WAUPUN, WI 53963



## AGENDA SUMMARY SHEET

**MEETING DATE:** 2/23/21

**TITLE:** Residential Zoning Updates and Scope of Services from Cedar Corporation

**AGENDA SECTION:** CONSIDERATION-ACTION

**PRESENTER:** Sarah VanBuren, Community & Economic Development Coordinator

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

---

### ISSUE SUMMARY:

Due to its age, the current residential zoning ordinance does not fully reflect the goals and objectives of the city and lacks essential tools for addressing contemporary land use and development issues. Among other things, the new ordinance will need to:

- Be aligned with recommendations expressed in the [2040 Comprehensive Plan](#) and the [Housing Study & Needs Analysis](#);
- Offer a variety of housing choices and lifestyle options for city residents; and
- Rely on predictable and efficient development approval procedures.

A rewrite of the residential zoning code should be considered every 20-30 years, depending on the size and growth rate of the community. A comprehensive review and update of the City's residential zoning code has not occurred in well over 10 years. Knowing that this is a 20+ year investment, it is appropriate to hire a consultant with the background and expertise specific to zoning codes.

Cedar Corporation, the firm utilized for the Housing Study & Needs Analysis, has submitted a scope of services for this update. The estimated cost is \$10,000, of which \$4,000 would be paid for by the aging grant and TID 6 would pay for the remaining \$6,000.

Upon approval, work is anticipated to commence in May and to be completed in August. The content and policy direction to develop the ordinances will come directly from the Plan Commission

### STAFF RECOMENDATION:

Staff recommends approving the contract with Cedar Corporation to rewrite the residential zoning code to align with the recommendations provided in the [2040 Comprehensive Plan](#) and the [Housing Study & Needs Analysis](#), as well as to streamline development.

### ATTACHMENTS:

Scope of Services from Cedar Corporation

### RECOMENDED MOTION:

Motion to contract with Cedar Corporation to perform residential zoning code updates for an amount not to exceed \$10,000.

Project No. \_\_\_\_\_  
Date: \_\_\_\_\_

**Confirmation of Client Request for Services  
Between Cedar Corporation (CEDAR)  
And City of Waupun (CLIENT)**

**Authorization to Perform Professional Services**

CEDAR is hereby authorized to proceed with the project listed below. The services are to be completed in a timely manner mutually agreeable with the CLIENT and CEDAR.

**Project:** Updates to the Residential Zoning Code per the recommendations from the 2020 Housing Study to foster workforce and senior housing.

**Scope of Work:** CEDAR will complete the services as requested consistent with that described in Attachment "A" Scope of Work.

**Method of Compensation:** Work will be completed for a lump sum amount of \$10,000 to be billed biweekly over the duration of the project.

Payments are due and payable thirty (30) days from the date of the CEDAR's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

**CLIENT Supplied Information:** The CLIENT will provide CEDAR with information pertaining to the project, including but not limited to, street and utility maps, zoning information, and related information as needed and required to support the project.

**Timetable:** CEDAR's services shall be performed as expeditiously as is consistent with the orderly progress of the Project and shall make every effort to complete the work within the time frame set in the Attachment "A" Scope of Work.

THIS AGREEMENT is hereby approved and executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CLIENT**

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

Name: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

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

**CEDAR CORPORATION**

By: Seth Hudson

Name: Seth Hudson, EDFP

Title: Director of Economic & Strategic Development

By: Ken Jaworski

Name: Ken Jaworski

Title: Senior Consultant

## **ATTACHMENT A: SCOPE OF WORK**

### **Scope of Services**

#### **Project Implementation Tasks: Residential Zoning Code Updates**

Review Housing Study recommendations relative to the City's residential zoning districts, with particular focus on senior and workforce housing

1. Hold kick-off virtual meeting with CLIENT to review the project process.
2. Review existing residential zoning code requirements and review approval process for multifamily, workforce and senior housing.
3. Draft and share example language and options with CLIENT staff to gain consensus on proposed language.
4. Draft language will look at ways to expedite the housing development approval process for workforce and senior housing by;
  - a. Reducing the amount of conditional use requirements in favor of outright permitted housing types.
  - b. Developing ordinances that allows for accessory dwelling units (ADUs) in certain zoning districts.
  - c. Developing ordinances that allows for commercial on main street side and residential on alley side of first floor structures in the downtown.
  - d. Developing guidance as to when an elevator would be required for accessing upper levels in downtown structures in order to foster the use of upper levels for workforce and senior housing.
5. Based on above stages share examples and potential language with Plan Commission.
6. Draft amendments to residential zoning code language to achieve desired results.
7. Review ordinance amendment language with Plan Commission.
8. Hold Plan Commission Public Hearing to adopt proposed zoning amendments.
9. Attend City Council meeting to approve zoning code changes.
10. Provide word document of final language to be sent to CLIENT's codifier.

## Responsibility of CLIENT

In addition to the CLIENT supplied information, the CLIENT will be responsible for the following.

1. Appointing a primary contact for Cedar who will represent the CLIENT in all staff level reviews and communications.
2. Attending all meetings involving Cedar Corporation, and will act as liaison between committees, the public, and Cedar Corporation.
3. Coordinating and scheduling all meetings involving Cedar Corporation.
4. Mailing all agendas, meeting minutes, and meeting information packets.
5. Reviewing all "Draft" and "Pre-final" Resolutions, Ordinances, Reports and Plans, providing comments back to Cedar Corporation.
6. Developing Resolutions, Ordinances and Public Hearing notices as needed with support from CEDAR.

## Proposed Tasks Timetable

Tasks	Feb	March	April	May	June	July	Aug	Sept
1								
2								
3								
4								
5								
6								
7								
8								
9								

Note: this timeline may be moved up depending on the time frame of the State of WI CDBG Grant Cycle currently set to close in May 2021.

## STANDARD CONDITIONS

### PART I - DESCRIPTION OF SERVICES

- 1.1 CEDAR CORPORATION** agrees to provide professional services for the PROJECT as more completely described in this Agreement.
- 1.2 CEDAR CORPORATION** agrees to provide all professional services within a reasonable period of time following the date of authorization to proceed by OWNER. If a special time schedule must be met for a PROJECT, it shall be specifically set forth in this Agreement.

### PART II - CLIENT'S RESPONSIBILITIES

Client, at its expense, shall do the following in a timely manner so as not to delay the services,

#### 2.1 INFORMATION/REPORTS

Furnish Cedar Corporation with all reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to the Project. Unless otherwise specified in Part I, Cedar Corporation may rely upon Client-furnished information without independent verification in performing the Service.

#### 2.2 REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the services.

#### 2.3 GIVE NOTICE

Give prompt written notice to Cedar Corporation whenever Client observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect performance of services under this Agreement.

### PART III - BILLING, AND PAYMENT

- 3.1** Cedar Corporation will periodically bill the client with net payment due in 30 days. Unless Client provides Cedar Corporation with a written objection to the bill within 15 days of receipt, Client shall be deemed to accept the bill as submitted.

- 3.2** Where Client disputes some portion of the charges contained in Cedar Corporation's bill for services, he shall make payment of that portion of the bill which is undisputed. In no case may Client elect to withhold payment to Cedar Corporation of the entire amount due.

- 3.3** If Client fails to make any payment due Cedar Corporation for services and expenses after receipt of Cedar Corporation's bill therefore, the amounts due Cedar Corporation shall bear interest from invoice date at the rate set forth in this agreement, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of Cedar Corporation. In addition Cedar Corporation may, after giving ten (10) days written notice to Client, suspend services under this agreement until paid in full all amounts due under this agreement. In the event Client does not pay, or does not pay timely, Cedar Corporation shall be entitled to collect from Client all amounts due plus expenses, including but not limited to attorney fees, incurred by Cedar Corporation in connection with collection efforts, in addition, the reasonable value of Cedar Corporation's time spent in connection with collection efforts, computed at Cedar Corporation's prevailing fee schedule.

### PART IV - STANDARD TERMS AND CONDITIONS

- 4.1 STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. Professional services are not subject to, and Cedar Corporation cannot provide any warranty or guarantee, either express or implied. Any such warranties or guarantees contained in any purchase orders, Client action, requisitions or notices to proceed issued by Client are specifically objected to by Cedar Corporation.

- 4.2 CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement and in any addenda to the Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during

initial phases. As the project progresses, facts discovered may indicate that scope must be redefined.

- 4.3 SAFETY.** Cedar Corporation has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Cedar Corporation specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Cedar Corporation employees.

- 4.4 DELAYS.** If events beyond the control of Client or Cedar Corporation, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of god or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement or in any Addenda to this Agreement, then such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Cedar Corporation shall be entitled to an equitable adjustment in compensation.

- 4.5 TERMINATION.** Either party may terminate this Agreement at the end of the term hereof, or any extension thereof, upon 30 days written notice to the other party as provided at PART I above.

Also, this Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar day's written notice of intent to terminate and an opportunity for correcting the default and for consultation with the terminating party before termination. If Cedar Corporation terminates as a result of Client default or the Client terminates for cause, Cedar Corporation shall be paid for services performed to the termination date including reimbursable expenses due. Upon receipt of the terminating action, Cedar Corporation shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to Client all appropriate documents prepared under the Agreement whether completed or in process.

- 4.6 OPINIONS OF PROBABLE CONSTRUCTION COST.** Any opinion of probable construction costs prepared by Cedar Corporation is supplied for the general guidance of the Client only. Since Cedar Corporation has no control over competitive bidding or market conditions, Cedar Corporation cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

- 4.7 RELATIONSHIP WITH CONTRACTORS.** Cedar Corporation shall serve as Client's professional representative for the services, and may make recommendations to Client concerning action relating to Client's contractors. However, Cedar Corporation specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

- 4.8 CONSTRUCTION REVIEW.** For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the municipal project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Cedar Corporation harmless from any claims resulting from performance of municipal services by persons other than Cedar Corporation.

- 4.9 INSURANCE.** Cedar Corporation will maintain insurance coverage for Professional Liability, Comprehensive General, Automobile, Workers Compensation, and Employer's Liability in amounts in accordance with applicable legal requirements as well as Cedar Corporation's business requirements. Certificates evidencing such coverage will be provided to Client upon request.

- 4.10 ALLOCATION OF RISKS.** To the fullest extent permitted by law, Cedar Corporation shall indemnify and hold harmless, Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all

court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Cedar Corporation or Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants in the performance and furnishing of Cedar Corporation's services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Cedar Corporation, Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.

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

#### 4.11

##### **HAZARDOUS MATERIAL.**

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Cedar Corporation and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Project scope of work. Cedar Corporation agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials are encountered. Client acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transporting or storage and

disposal of hazardous materials resulting from the site or work on the site or shall authorize Cedar Corporation to execute such documents as Client's agent. Client waives any claim against Cedar Corporation and agrees to defend, indemnify, and save Cedar Corporation harmless from any claim or liability for injury or loss arising from Cedar Corporation's discovery of unanticipated hazardous materials or suspected hazardous materials.

**4.12 ACCESS.** Client shall provide Cedar Corporation safe access to any premises necessary for Cedar Corporation to provide the services.

##### **4.13 REUSE OF PROJECT**

**DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Cedar Corporation for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the CEDAR's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is discovered within such thirty (30) day period it shall be corrected at no additional cost to Client. Following the expiration of this thirty (30) day period, Client shall bear all responsibility for the care, custody and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless Cedar Corporation from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client. Cedar Corporation agrees that all plans, engineering designs, electronic and computer data and imagery relating to Client's projects are the

property of the Client and shall be presented to Client at no additional cost upon written request.

**4.14 AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

**4.15 ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

##### **4.16 DISPUTE RESOLUTION.**

Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs, including attorneys' fees from the other party.

**4.17 NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

##### **4.18 NO THIRD-PARTY**

**BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's municipal project contractors.

**4.19 SEVERABILITY.** The various terms, provisions and covenants contained in this Agreement or any addenda shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**4.20 AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**4.21 OTHER.** Cedar Corporation reserves the right to enter into agreements with other design professionals for portions of the work included under this Agreement. Where this subagreement would represent a major portion of the design work, Cedar Corporation shall receive approval of Client for this subagreement.





## AGENDA SUMMARY SHEET

**MEETING DATE:** 2/23/2021

**TITLE:** Emergency Medical Responders (EMR)  
Deployment

**AGENDA SECTION:** CONSIDERATION-ACTION

**PRESENTER:** Kathy Schlieve, Administrator

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Public Safety	\$55,000 annually once operational, could require a budget amendment in 2021 depending on timing of deployment	

### ISSUE SUMMARY:

Over time, the City has been experiencing a consistent uptick in 911 ambulance calls with call volume from Quarter 4 2020 up 30% over the same time period previous year. Calls to DOC facilities increased 25% during this same time period. Primary call response types fueling the increase include falls, including those with no transport; mental health; and other increasing medical needs for people in our community. During this same time period, Fire Department Standbys increased 200%, however, our Fire Department is not currently trained as medical first responders. The City currently provides ambulance service through a contract with Lifestar and periodically we are experiencing response times that fall outside our standard. It is important to note that there will be time with any ambulance service where resources will be consumed and mutual aid agreements are in place to support needs during those times. However, as demand continues to grow, we believe a proactive approach is needed to ensure quality service for our residents and are proposing the addition of an Emergency Medical Responder (EMR) unit to supplement our current ambulance service. If call volumes continue to increase, the city will be faced with a decision to add an additional ambulance. However, the cost of that addition is estimated at \$350K which would represent a significant increase to our current service contract. The addition of EMRs would supplement our current agreement with Lifestar and provide an interim solution to support growing demand until call volumes reach a level where it is fiscally prudent to add an ambulance. Dan Williams from Strategic Management and Consulting will be present for the meeting to support a discussion of how this strategy might work in Waupun. Immediately we will be recommending that you approve EMR training for our current Fire Department staff with the possibility of adding other public members as we simultaneously work to develop an operating plan. We estimate the cost for the preliminary training will not exceed \$12,000. This is not a budget item that we planned for in 2020 and we would seek to utilize contingency funds and/or would recommend a budget amendment if warranted.

### ATTACHMENTS:

None

### RECOMENDED MOTION:

Motion to approve training for Emergency Medical Responders not to exceed \$12,000.