



A G E N D A
CITY OF WAUPUN SPECIAL COMMON COUNCIL
Waupun City Hall – 201 E. Main Street, Waupun WI
Tuesday, August 25, 2020 at 5:30 PM

VIDEO CONFERENCE AND TELECONFERENCE

This meeting may be accessed through video or teleconferencing. Instructions to join the meeting are provided below:

1. Join Zoom Meeting

<https://us02web.zoom.us/j/87105311390?pwd=dWZxKzVkYlJlVjY3VoM0ZCRmhmS0JoZz09>

Meeting ID: 871 0531 1390

Passcode: 294238

2. By Phone: 312-626-6799

CALL TO ORDER

ROLL CALL

CONSENT AGENDA

- [1.](#) Future Meetings & Gatherings, License and Permit Applications, Expenses

ORDINANCES-RESOLUTIONS

- [2.](#) Ordinance to amend Ch. 6.05(3)(c) entitled Traffic Code-Handicapped Parking Stalls

CONSIDERATION - ACTION

- [3.](#) Consideration of 2020 City of Waupun Trick or Treating
- [4.](#) 2020 West End Tennis Court Resurfacing Quotes

BUSINESS FOR DISCUSSION-REVIEW

- [5.](#) COVID-19 Update
- [6.](#) COVID-19 Financial Update: Removal of Specific Spending Holds
- [7.](#) COVID-19 Funding Overview
- [8.](#) 2021 Budget Workshop

CLOSED SESSION

The Waupun Common Council will adjourn in closed session under Section 19.85 (1) (e) of the WI Statutes for:
(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

- 9. Negotiations of Public Owned Property at 520 McKinley Street in TID 6**
- 10. Negotiations of Developers Agreement for MVP Site in TID 5**

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.



AGENDA SUMMARY SHEET

MEETING DATE: 8/25/2020

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, September 8, 2020	Common Council	6:00pm	* Labor Day - September 7
Tuesday, September 29, 2020	Committee of the Whole	5:30pm	
Tuesday, October 13, 2020	Common Council	6:00pm	
Tuesday, October 27, 2020	Committee of the Whole	5:30pm	
Tuesday, November 10, 2020	Common Council	6:00pm	
Tuesday, November 24, 2020	Committee of the Whole	5:30pm	* Thanksgiving- November 26
Tuesday, December 8, 2020	Common Council	6:00pm	
Tuesday, December 29, 2020	Committee of the Whole	5:30pm	* Christmas- December 24 & 25

License and Permit Applications

OPERATOR LICENSE:

Lindzy Zwicke

TEMPORARY CLASS B:

None

STAFF RECOMENDATION:

Approve the Consent Agenda

ATTACHMENTS:

Expense Report(s)

RECOMENDED MOTION:

Motion to approve the Consent Agenda. (Roll Call)

AGENDA SUMMARY SHEET

MEETING DATE: 8/25/20

TITLE: Ordinance to amend Ch. 6.05(3)(c) entitled
Traffic Code-Handicapped Parking Stalls

AGENDA SECTION: ORDINANCES-RESOLUTIONS

PRESENTER: Jeff Daane, Director of Public
Works

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Safe, Healthy and Sustainable Community		

ISSUE SUMMARY:

Part of the Park Accessibility Transition Plan that was adopted called for accessible street parking at Wilcox Park. The handicapped parking stalls will be placed near the paved path that was recently installed as well, allowing access to the playground and shelter.

STAFF RECOMMENDATION:

Approve the ordinance

ATTACHMENTS:

Proposed ordinance

Photo of parking stall locations at Wilcox Park

MOTION OPTIONS:

1. Motion to accept the first reading of the ordinance to amend Ch. 6.05(3) (c) entitled Handicapped Parking Stalls
2. Motion to waive the first reading and adopt Ordinance # _____ to amend Ch.6.05(3) (c) entitled Traffic Code-Handicapped Parking Stalls to install two handicapped parking stalls on S. Watertown Street
3. Do nothing and the ordinance fails.

ORDINANCE NUMBER 20-_____

AN ORDINANCE TO AMEND CHAPTER SIX OF THE MUNICIPAL CODE OF THE
CITY OF WAUPUN ENTITLED "TRAFFIC CODE."

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

SECTION 1: Section 6.05 (3) (c) of the Waupun Municipal Code entitled
"Handicapped Parking Stalls" is amended to add the following subsection:

8. On the west side of S. Watertown St. commencing 137 feet north of the
curbline of S. Watertown St. and E. Lincoln St. going north for 60 feet.

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

Enacted this _____ day of _____, 2020

Julie Nickel
Mayor

ATTEST:

Angela Hull
City Clerk





AGENDA SUMMARY SHEET

MEETING DATE: 8/25/20

TITLE: 2020 West End Tennis Court Resurfacing
Quotes

AGENDA SECTION: Consideration-Action

PRESENTER: Jeff Daane Director of Public Works

DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Safe, Healthy and Sustainable Community		

ISSUE SUMMARY:

Tennis court repair at West End Park. This would power wash, repair cracks, Level low areas, paint and line the surface.

STAFF RECOMENDATION:

Accept Quote from Poblocki Paving \$22,942.00

ATTACHMENTS:

3 Quotes

MOTIONS FOR CONSIDERATION:

1. Accept tennis court repair quote from Poblocki Paving \$22,942.00
2. Accept tennis court repair quote from Frank Armstrong \$21,899.00 and possibly an extra \$5,840
3. Accept tennis court repair quote from Valley Sealcoat Inc. \$24,044 and possibly an extra \$1,700



PROPOSAL C47300 P1

P.O. Box 13456
Wauwatosa, WI 53213-0456

MADISON
(608) 221-8680
Fax: (414) 476-9132

MILWAUKEE
(414) 476-9130
Fax: (414) 476-9132

RACINE
(262) 633-1105
Fax: (414) 476-9132

WI Building Contractor Registration #: 1105248

Name: Jeff Daane
Company: City of Waupun

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

Phone: (920) 210-8200
Fax Number:
E-mail: jeff@cityofwaupun.org
Job Name: Tennis Courts
Job Location: 200 Beaver Dam Street, Waupun
Job Phone: Cell:

Date: March 31, 2020

We hereby submit specifications and estimates for:

Tennis Court Resurfacing Procedure:

This proposal is based on repairing all cracks and resurfacing two tennis courts.

Furnish and install all equipment, materials, and labor for coloring for two tennis courts.

Thoroughly clean and power wash pavement.

Fill all cracks with Armor Crack Repair sport surface crack repair product.

Level all low spots with acrylic resurfacer.

Seal pavement with one heavy coat of acrylic resurfacer.

Seal pavement with two coats of dark green acrylic latex color texture with sand (Sealmaster Flex Court).

Layout and stripe two tennis courts and two pickleball courts. Lines to be masked and brushed.

\$22,942.00

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: (Payment to be made as follows:)

Terms: Total Due Upon Completion

Dollars ()

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. Any increase in cost of materials will result in an increase in the contract price. These price increases will be charged as extras over and above the estimate. Poblocki Paving Corp. will notify owner of such increased costs when they occur, and will provide to owner copies of the invoices or other documentation evidencing such increased costs upon request. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

A \$25.00 service fee, plus 1-1/2% of the outstanding balance will be charged on all accounts past 30 days, and will continue to be added each consecutive month until entire balance and accumulated service fees, plus interest are paid in full (unless otherwise noted). In the event it becomes necessary for Poblocki Paving Corp. to institute collection proceedings, all costs incurred by Poblocki Paving Corp., including reasonable and actual attorney's fees, shall be paid by the property owner or owner's agency and shall be added to the amount as described above.

Upon contract acceptance, if cancellation notice is not received in writing prior to 3 days after date of acceptance, Poblocki Paving Corp. assumes that the owner or owner's agent accepts the work herein described and the terms and conditions of sale contained. Any withdrawal of this contract could result in a partial billing to reimburse Poblocki Paving Corp. and/or its sub-contractors for planning, preparation, and materials already ordered or installed on the job site.

One mobilization is included to each job site. "One trip to site by the paving crew" unless 2 or more trips are noted.

All permits are property owner's responsibility (unless Poblocki Paving Corp. has specified they will be responsible).

Poblocki Paving Corp. is not responsible for damage to or injuries caused by any privately (not installed by a Public Utility) placed underground wires, pipes, sewers, conduits, obstructions or restrictions. The owner or owner's agent agrees to indemnify and hold harmless Poblocki Paving Corp. from any and all claims, liabilities, costs and expenses whatsoever arising from the above.

This contract does not contemplate the encountering of underlying concrete, wood, paving fabric or other unsuitable materials or unusual conditions during excavation, unless noted on proposal. Should these conditions be encountered, the property owner may be charged for the extra work incurred.

Poblocki Paving Corp. is not responsible for damage to landscaping as a result of project preparation, execution or completion. Poblocki Paving Corp. is also not responsible for changes needed in landscaping to insure the proper continuation of drainage flow from project area. It is the property owner's responsibility to back fill edges of paved areas.

Poblocki Paving Corp. is not responsible for low spots in asphalt of less than 1/2 inch.

Poblocki Paving Corp. is not responsible for concrete breakage due to normal construction equipment traffic.

Soil conditions such as the presence of clay and sand, as well as, temperature and moisture content may result in cracking, therefore it is impossible to guarantee against cracking. The property owner understands this risk is inherent in this kind of work.

Grading: The grading we perform may not prevent unwanted water from accumulating on your property. We do not warrant (expresses or implied) that our grading work will prevent, eliminate or reduce unwanted on site water accumulation or flowage on your property. However, we do warrant that our grading will meet applicable industry standards as to percentage grade requirements.

Non-payment of total invoiced amount in full upon completion, or terms as noted, voids any and all guarantees/warranties.

Should a dispute arise between the parties concerning this contract or the rights and duties of either party, Poblocki Paving Corp. may elect, at its sole discretion, to have the dispute settled by arbitration held in accordance with the Construction Industry Rules of the American Arbitration Association in effect at the time Poblocki makes the election for arbitration. Poblocki must make the election to arbitrate no later than 60 days after the proper service of a summons.

Acceptance of Proposal

Note: This proposal is void if not accepted within 15 days.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Authorized
Signature:**



Dan Van Bommel

Signature:

**Date of
Acceptance:**



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

VALLEY SEALCOAT, INC.
W6265 CONTRACTOR DRIVE ♦ APPLETON, WI 54914
TELEPHONE: (920) 731-0202 ♦ FAX: (920) 730-0252
www.valleysealcoat.com

April 15, 2020

Phone: (920) 324-7918
Email: jeff@cityofwaupun.org

Description of Property: West End Park Tennis Courts

HYDRO-CLEAN:

- This is an effective and very unique method of preparing dirty and stained surfaces.
- Aggressive surface cleaning of acrylic finish and removal of contamination.
- Preparation will be sufficient to allow new coatings to bond to a solid substance.
- Clean up.

CRACKPATCHING AND BIRD BATH REPAIRS:

- Remove old, loose, failed crackpatching materials. Including trying to flatten or remove excessive asphalt that was installed last year.
- Crackpatching: Cracks will be filled with a semi-flexible tennis court cracksealer (Note: Cracks are permanent and repairs will improve but not eliminate their existence).
- Sand all loose materials in bird bath areas.
- Patch minor birdbaths. This will reduce standing water.

FIBERGLASS (APROXIMATELY 135 SF):

- Cleaning of the surface.
- Apply a first coat of plexibond hi-grab coating and roll a layer of fiberglass into the wet material.
- Then apply a second coat over the top of the fiberglass to glue into place.
- Repeat this method with a slight overlap of the fiberglass material.

TENNIS COURT COLOR SYSTEM:

- Cleaning of surface.
- Application of two (2) coats of fortified Laykold NuSuf Acrylic Resurfacer for filling and leveling of the surface.
- Application of two (2) coats of fortified Laykold Colorflex Color Coating.
- Single color green.
- Layout, taping and striping according to USTA specifications for 2 tennis courts.
- Layout, taping and striping according to USAPA specifications for 2 pickleball courts.

TOTAL PROJECT COST: \$ 24,044

If the surface is extremely loose and starts coming off during the hydro-cleaning stage, then the pressure will have to be turned way up and we will have to try and hydro-blast all of the existing coatings off. Then clean up the coatings that came off. This will add approximately **\$1,700 to the proposal. We would let you know the minute it happened and come to an agreement on how to proceed.

NOTES:

- The surface coatings seem like they are not 100% adhered to the asphalt surface. Because Valley Sealcoat, Inc. does not know what materials were used in the past and how well they are adhered, Valley Sealcoat, Inc. cannot warranty any peeling that may occur.
- We need a water source provided at the courts to hydro-clean or hydro-blast the court surface.
- Any modifications over and above the original contract price will require a written change order.
- Valley Sealcoat, Inc. assumes no liability for future cracking of court surface or for birdbaths that may develop.
- Contractor is not responsible for lawn damage or subsurface damage due to access of equipment. Landscaping is not included.
- We assume the pitch, slope and drainage of court surface is acceptable to Owner. Valley Sealcoat, Inc. assumes no liability for cracking or bubbling of court surface or for water holes that may be apparent. Contractor will attempt to improve any drainage or ponding issues.

TERMS: Total due upon completion of project.

1. VALLEY SEALCOAT (CONTRACTOR) and OWNER agree that CONTRACTOR shall furnish the labor and materials to complete certain construction in accordance with the above specifications.
2. OWNER agrees to pay CONTRACTOR for said construction in one (1) installment of total price unless otherwise specified in quotation within (ten) 10 days after invoice date. Following final scheduled maturity, a Delinquency Charge of 1 ½ % per month (18% per annum) will be assessed on the unpaid balance of the Total of Payments outstanding as of said maturity date and at the expiration of each succeeding 30 day period thereafter.
3. As required by the Wisconsin Construction Lien Law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have the lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Builder agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.
4. In event of commencement of legal action to enforce the terms of this agreement, CONTRACTOR will be entitled to recover all costs of collection, including reasonable attorney fees.
5. CONTRACTOR will perform all construction in a workmanlike manner according to standard practices and all material is guaranteed to be as specified. All alterations or deviations from the above specifications will be in writing, executed by the parties hereto, and any extra cost involved therein will become an extra charge over and above the contract price. OWNER shall carry fire, extended coverage, vandalism and malicious mischief insurance covering CONTRACTOR and its sub-contractors.
6. CONTRACTOR'S obligations hereunder are contingent upon strikes, accidents, delays, or acts of God beyond CONTRACTOR'S control. This agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns.

IF CONTRACT IS ACCEPTED, PLEASE SIGN, DATE, AND RETURN WHITE COPY TO VALLEY SEALCOAT.

Shaun Walter
(CONTRACTOR REPRESENTATIVE)

(OWNER)

(DATE)

12601 W. Silver Spring Road * Butler, WI 53007
 Phone: (262) 395-4050 * Fax: (262) 330-5004
 sales@armstrongpaving.com
 www.armstrongpaving.com



ATTN: JEFF DAANE

PROPOSAL SUBMITTED TO City of Waupun - Director of Public Works		PHONE 920-324-7918	DATE 03/25/2020
STREET 201 East Main Street		JOB NAME Tennis Court Surface Construction	
CITY, STATE AND ZIP CODE Waupun, WI 53963		JOB LOCATION Westend Park	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We propose to furnish all labor and materials necessary to perform the following work:

BID #1. REBUILD TENNIS COURTS SURFACE/APPROX. 12,154 S.F.

- Remove and dispose of south fence line, approx. 103'.
- Remove 2 pair of net posts and footings.
- Strip and remove existing asphalt surface within fence limits.
- Add up to 100 tons of new stone.
- Grade and compact new and existing stone base for proper pitch.
- Pave 2" compacted compacted binder course, hot mix asphalt.
- Pave 1 1/2" compacted surface course, hot mix asphalt. Stagger paver bases between binder and surface courses for a stronger pavement finish.
- Install new Douglas, 3" O.D. net posts in sleeves and center tie-downs in concrete footings.
- Install new galvanized fence line, approx. 103 L.F. Fence to be 10' high with 2 1/2" line posts and spaced 10' on center.
- New asphalt to cure approx. 21 days, before coatings are applied.
- Clean off new asphalt surface.
- Saw-cut control joints at net lines and between courts.
- Apply 2 coats sand textured acrylic resurfacer, base coats.
- Apply 2 coats of Plexipave Colored surface; Standard Colors.
- Stripe masked white tennis lines. Stripe masked Yellow pickleball lines.
- Furnish and install new Douglas nets.
- Landscape and seed access rout from equipment access.
- Owner to water same.

BUDGET PRICE \$77,611.00

BID #2. CRACK FILL AND RECOLOR TENNIS COURTS.

- Power-wash surface to remove dirt and debris.
- Clean out random cracks.
- Grind cracks flush, as possible.
- Seal random cracks with court patch binder. Sand repairs smooth, as possible.
- Install fiberglass membrane on two areas of shatter surface cracks, approx. 20' x 11' and 25' x 11'.
- Apply 2 coats of sand textured acrylic resurfacer, base coats.
- Apply 2 coats of Plexipave Color; Standard Colors.
- Stripe masked white lines for tennis courts and masked Yellow lines for pickleball layouts.

BUDGET PRICE \$21,899.00

NOTES:

- *** Due to too many loose and bubbled areas in the existing coated surface, we may have to strip, as much of the coated surface, as possible off the courts. This would be an Extra. ADD \$5,840.00
- *** Due to the existing uneven and cracked surface all cracks will reopen and should be maintained, as needed. There is no warranty on crack repairs.

We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars (\$ _____).

Payment to be made as follows:

TERMS: NET 10 DAYS, 1.5% PER MONTH INTEREST ON ALL ACCOUNTS 10 DAYS PAST DUE.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Work Compensation Insurance. Notice of Lien Rights on back.

Authorized
Signature _____

Terry P. Kuhlbeck

This proposal void in 30 days and covers above area and specs only.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I fully understand and agree with the terms and conditions on the back of this proposal.

Signature _____

Date of Acceptance: _____

TERMS & CONDITIONS

NOTICE OF LIEN: AS REQUIRED BY WISCONSIN LIEN LAW, BUILDER HERBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIAL FOR THE CONSTRUCTIONS ON OWNER'S LAND MAY HAVE LIEN RIGHT ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY CONTRACTOR AGREES TO COOPERATED WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

PAYMENT: Payment due upon completion of work or terms as noted, although F. Armstrong Inc. retains the right at it's sole discretion, to bill as work progresses. Finance Charge: 1.5% per month, 18% annually. If purchaser (owner or owner's agent) fails to pay an invoice when due, purchaser (owner or owner's agent) shall pay interest at a compound rate of 1.5% service fee per month (18% annually) until the invoice balance is paid in full. All costs of collection, including reasonable attorney fees and costs for any arbitration deemed necessary shall be paid by owner. Non payment of total invoiced amount upon full completion or terms, as noted, voids any and all guarantees/warranties.

CANCELLATION NOTICE: If cancellation notice is not received in writing, prior to 3 days after date of acceptance, seller assumes the purchaser agreed to the contract terms contained. Any withdrawal of the contract after that time, could result in partial billing and reimbursement for planning, preparation, materials ordered, restocking costs, or partial work completed.

CRACKING OF ASPHALT: All asphalt paved areas can crack at any time, due to climate and soil conditions. There is no warranty for cracks. As the surface expands or contracts during wet conditions, drought conditions, freeze and thaw cycles, unstable sub-grade, tree roots, hot weather, dry spells, floods, heavy traffic, etc., cracks will develop. A crack can develop even in newly paved asphalt. Frank Armstrong Paving, Inc. recommends a periodical crack maintenance with a good quality rubberized crack sealant. The owner/rep. is aware of the risk inherent in this kind of work.

DRAINAGE: Frank Armstrong is not responsible for puddles or wet spots less than 1/2" deep. Purchaser is aware that wet sub-grade conditions can cause premature pavement failure, unless proper measures are taken to rectify those situations. Surface and site conditions must have 1% minimum slope to drain properly.

CRACKFILLING & SEALCOATING WARRANTY: Longevity of sealcoating and crackfilling is dependent on subsurface conditions, as well as quantity and type of traffic on pavement surface, as well as the adhesion of prior sealcoat and/or crack filler to pavement surface, and owner understands that reduced longevity may result because of this and accepts that fact. We do not guarantee or warranty in any way a seal coating project with a prior flaking sealcoat condition. Fading and/or wearing of sealcoat is a natural wearing process and is not a defect in any way. Accordingly, F. Armstrong Ent., Inc. does not warranty or guarantee its work against cracking. When crack sealing, seller only seals large cracks 1/4" larger in width. Surface cracks may remain visible after sealcoat is applied due to sealer shrinkage. Seller is not responsible for crack filling of deteriorated (alligator) areas. Owner understands and accepts these conditions.

INSURANCE AND PERMITS: Owner is responsible for maintaining all necessary insurance coverage and for obtaining all permits required to complete the work identified on the Proposal (unless otherwise stated on this proposal). Through this agreement the owner assumes all responsibility for and consequences associated with securing and complying with all necessary permits required by all regulating agencies. The owner indemnifies and absolves F. Armstrong Ent., Inc. of any consequences imposed by any regulating agency. Our workers are fully covered by Workman's Compensation Insurance.

MOBILIZATION: One trip for each crew, unless otherwise stated. If after notification, we cannot complete a procedure, due to a car in the way, an obstruction, other work conflicts, or delays beyond our control, an additional trip charge may be added to the contract amount.

ASPHALT MAINTENANCE: Frank Armstrong Paving recommends periodical crack maintenance, as it occurs. It is the most cost effective to prolong pavement life in our region. Periodical sealcoating helps protect the surface, along with making your property look good. Spot repairs or patching can also be a cost effective maintenance procedure, before pavement failure increases and requires new construction.

ASPHALT GRADE ELEVATIONS: If purchaser directs construction of the surface with less than 1% slope, water ponding can occur and no warranty attaches to these surface conditions.

ADDITIONAL PROVISIONS: Owner is responsible for any and all reasonable expenses we incur in enforcing our right hereunder, including but not limited to attorney's fees, collection fees and court costs. No waiver or modification of any provision hereof shall be binding on us unless in writing and signed by one of our employees. If any provision is determined to be void or unenforceable by a court of competent jurisdiction, the other provisions shall remain in full force and effect. This Proposal shall be binding on your heirs, representatives, successors and assigns.

DISCOVERIES/EXTRA CHARGES: If unexpected conditions are discovered, such as encountering unstable sub-grade, wet conditions, wood, concrete slabs or foundations, debris, paving fabric, stumps, contaminated or toxic soils, private utilities, or other objects not mentioned in the contract proposal, will require an extra charge for removals, excavation, dump fees, additional base materials or other unforeseen costs, based on time and material. The purchaser agrees to these extra charges, as needed or requested and will be added to the contract price, with a written change order.

SITE CONDITIONS: Not responsible for cracking concrete slabs that equipment has to travel over, disturbing grass or landscape along project perimeters, low tree limbs, or plantings in conflict or near perimeter of construction area, cracking or damaging pavement or landscape that we have to access with our equipment to complete the project.

UTILITY LOCATION: Purchaser is responsible for locating all private utilities, along with plumbing, piping, tiles, etc., that will not be marked out by Digger's Hotline. The purchaser agrees to pay repair expenses for damages to unmarked private utilities, if encountered.

PAVING WARRANTY: All work to meet industry standards. Material to be, as specified or industry equal. All workmanship to be industry standards and as per contract specifications, terms and conditions. There is no warranty for asphalt cracking.

DEFINITIONS: Owner is defined in this proposal and Terms and Conditions as the actual owner of property where work is to be performed, or as agent of said owner.

LANDSCAPING: F. Armstrong Ent., Inc. is not responsible for damage to landscaping as a result of project preparation, execution or completion, as well as changes needed in landscaping to insure the proper continuation of drainage flow from the project area. It is the property owner's responsibility to backfill edges of paved areas. We do not warrant (expressly or implied) that our grading work will prevent, eliminate, or reduce unwanted on-site water accumulation or flowage on your property.

ACCEPTANCE: Owner has read this contract, consisting of front and back of all pages and by my signature on the front of this proposal and understands and agrees to all. The prices, specifications, and conditions described on both sides of this contract are satisfactory and are hereby accepted. F. Armstrong Ent., Inc. is authorized to do the work as specified. Payment will be made as described in this proposal. Owner has received a copy of this contract.

Frank Armstrong

Enterprises, Inc.

REFERENCES - TENNIS COURT PROJECTS

**NEED A
TENNIS COURT
CONTRACTOR?**

**CALL TODAY
414-358-1613**

WWW.ARMSTRONGPAVING.COM

**ESTIMATES ARE
ALWAYS FREE!**



NIELSON TENNIS STADIUM - U.W. MADISON
HELFAER TENNIS STADIUM - MARQUETTE UNIVERSITY
CONCORDIA UNIVERSITY
U.W. WHITEWATER
WAUWATOSA WEST HIGH SCHOOL
OCONOMOWOC LAKE CLUB
WHITEFISH BAY SCHOOL DISTRICT
ST. JOHN MILITARY ACADEMY
GREENDALE VILLAGE CLUB
MILWAUKEE COUNTY PARKS
KENOSHA COUNTRY CLUB
HOMESTEAD HIGH SCHOOL - MEQUON
OAK CREEK PARKS
WESTERN RACQUET CLUB - GREEN BAY
WHITNALL HIGH SCHOOL
DELAVAN-DARIEN HIGH SCHOOL
GERMANTOWN PARKS
BROOKFIELD PARKS
BADGER HIGH SCHOOL - LAKE GENEVA
ASHLAND HIGH SCHOOL
LEGENDS OF BERGAMONT - OREGON
TRIPOLI COUNTRY CLUB
FOX CITIES RACQUET CLUB - APPLETON
EAST TROY HIGH SCHOOL
WESTERN RACQUET CLUB - ELM GROVE
PLEASANT VALLEY TENNIS CLUB - JACKSON
PEWAUKEE PARKS
WATERFORD HIGH SCHOOL
HORLICK HIGH SCHOOL - RACINE
CASE HIGH SCHOOL - RACINE
VERONA HIGH SCHOOL
ARROWHEAD HIGH SCHOOL - HARTLAND
WESTMOOR COUNTRY CLUB - BROOKFIELD
GERMANTOWN HIGH SCHOOL
JEFFERSON HIGH SCHOOL
WHITEWATER HIGH SCHOOL
GRAFTON HIGH SCHOOL
CEDARBURG SCHOOL DISTRICT
HARTLAND PARKS
WEST BEND PARKS
SOUTH MILWAUKEE HIGH SCHOOL
WAUPUN HIGH SCHOOL
PORT WASHINGTON SCHOOLS
SHEBOYGAN SCHOOLS/PARKS
MUKWONAGO HIGH SCHOOL
WAUKESHA SCHOOLS
GREENDALE PARKS
ST MARY'S HIGH SCHOOL NEENAH
MENASHA PARKS
GRAND CHUTE PARKS
ELM GROVE PARKS
MUSKEGO PARKS
PLEASANT PRARIE PARKS
BROOKFIELD ACADEMY
GREENFIELD SCHOOLS
OAK CREEK SCHOOLS

**DESIGN, BUILD, RESURFACE AND REPAIRS OF TENNIS COURTS, PICKLEBALL COURTS,
RECREATIONAL SURFACES, PLAYGROUNDS, AND MOST OTHER SPORTS SURFACES
RESIDENTIAL - SCHOOLS - PARKS - CLUBS**

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AGENDA SUMMARY SHEET

MEETING DATE: 8/25/2020

TITLE: COVID-19 Financial Update: Removal of Specific Spending Holds

AGENDA SECTION: BUSINESS FOR DISCUSSION-REVIEW

PRESENTER: Kathy Schlieve,
Administrator
Michelle Kast, Finance
Director

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

SUMMARY ISSUE:

We will provide an update on 2020 revenues. We have reviewed our status from March and are prepared to remove some spending holds on 2020 budget items that we put in place earlier this year due to COVID-19. At present, there is strong consensus from legislators that a budget repair bill is unlikely this year and likely will be seen in the next biennium budget that is negotiated in the early part of next year.

- The shortfall we projected in May was approximately \$173,000. We have updated that number based on current data and today have reduced the projected a shortfall to roughly \$111,000.
- We currently have approximately \$238,000 in spending holds in place and are recommending that some spending holds be removed to keep spending holds in-line with the projected revenue shortfall of \$111,000. We will talk through the proposed changes in this plan.

STAFF RECOMMENDATION:

Informational/discussion

ATTACHMENTS:

RECOMMENDED MOTION:

N/A



AGENDA SUMMARY SHEET

MEETING DATE: 8/25/2020

TITLE: COVID-19 Funding Overview

AGENDA SECTION: BUSINESS FOR
DISCUSSION-REVIEW

PRESENTER: Kathy Schlieve,
Administrator
Michelle Kast, Finance
Director

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

SUMMARY ISSUE:

Governor Evers has allocated a portion of the state's CARES funding for each municipality. The City of Waupun was allocated ~\$186K through this process. This is a reimbursement grant that we can apply for based on eligible expenditures. We will explain eligibility and our overall strategy to file for these funds which will provide some relief to cover added expenses resulting from COVID-19 in 2020.

STAFF RECOMMENDATION:

Informational/discussion

ATTACHMENTS:

RECOMMENDED MOTION:

N/A

AGENDA ITEM: #

DATE: July 14, 2020



AGENDA SUMMARY SHEET

MEETING DATE: 8/25/2020

TITLE: 2021 Budget Workshop

AGENDA SECTION: BUSINESS FOR
DISCUSSION-REVIEW

PRESENTER: Kathy Schlieve,
Administrator

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

SUMMARY ISSUE:

2021 Strategic Priorities:

1. Quality of Place
2. Well-Maintained Infrastructure
3. Safe, Healthy and Sustainable Community
4. Economic Vitality
5. High Performance Government

Non-Routine Operating Issues

The attached document outlines a list of issues that are impacting one of the above priority areas by department. Please note that we are still early in the budgeting planning process and that we will be further prioritizing these issues over time as we work to clarify our priorities. Because an issue appears on the list, it does not mean that it will automatically appear in our proposed 2021 budget. Department heads will be gathering additional information and working with committees to finalize their budget inclusions and will consider any feedback that you have. Please consider the following questions and be prepared to offer feedback related to:

1. Are the priorities as identified aligned with needs of the community?
2. Do you see other issues that you feel should be addressed at the department/committee level?
3. What additional information do you need on any of the issues outlined?

STAFF RECOMMENDATION:

Informational/discussion

ATTACHMENTS:

RECOMMENDED MOTION:

N/A

2021 Budget Workshop

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2021 Strategic Priorities:

1. Quality of Place
2. Well-Maintained Infrastructure
3. Safe, Healthy and Sustainable Community
4. Economic Vitality
5. High Performance Government

Non-Routine Operating Issues

Following are a list of issues that are impacting one of the above priority areas. Please note that we're very early in the budgeting process and that we will be further prioritizing these issues over time as we work to clarify our priorities. Because an issue appears on the list, it does not mean that it will automatically appear in our proposed 2021 budget. Department heads will be gathering additional information and working with committees to finalize their budget inclusions and will consider any feedback that you have.

Please consider the following questions and be prepared to offer feedback related to:

1. Are the priorities as identified aligned with needs of the community?
2. Do you see other issues that you feel should be addressed at the department/committee level?

What additional information do you need on any of the issues outlined?

DEPARTMENT/PRIORITY	STRATEGIC ISSUE	TACTICS BEING CONSIDERED
ADMINISTRATION/FINANCE High Performance	1. Talent Management: Develop a sustainable talent management plan to ensure the City remains an employer of choice where talent elects to build a career. 2. Technology/Cybersecurity: Deploy technology to increase transparency; enhance service delivery; and improve operational capacity.	1. Total compensation plan; succession; handbook/benefits; recruitment tools; Design and deploy tool, train supervisors, staff training, etc. 2. Consolidate to one physical server for City Hall and Utilities; Stabilize/strengthen internet; Accounting software upgrade; Deploy Neogov solutions to support

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	<p>3. Process Improvement: Evaluate processes to streamline operations and reduce administrative burdens where appropriate.</p> <p>4. Intergovernmental Agreements: Work with our surrounding townships/communities to develop cooperative agreements related to service delivery, boundaries/land use, etc.</p> <p>5. Public Engagement/Communication: Commit resources to improve the flow of communication and find ways to engage the public in policy setting discussions to ensure our work aligns with the needs of the community.</p> <p>6. Safety: Ensure continuity of operations and safety for staff and residents in the face of ongoing COVID-19 threats.</p>	<p>talent management needs; evaluate timekeeping tools</p> <p>3. Develop process improvement teams that identify and eliminate waste/identify cost savings.</p> <p>4. Ambulance service; facility use agreements; fire district consolidation</p> <p>5. Commit resource to external communication; Zoom recordings/web access; citizen surveys; external townhalls/chats</p> <p>6. Continuity of operations plan/policy refinement/staff communication</p>
FINANCE	<p>1. Fiscal Stewardship: Identify potential alternative revenue sources / maximize existing revenue sources</p> <p>2. Continuous Improvement: Streamline processes and create efficiencies through technology usage. Work with dept. heads to identify and pursue cost containment opportunities.</p>	<p>1. Maximize revenue from self-supporting funds; leverage TIDs where possible to support staffing; support policy analysis for alternative revenue sources; optimize use of grant funds to support programming and needed staffing; explore creation of a community fund for donations</p> <p>2. Accounting software upgrades, remote deposit, expanded online payments; electronic processing of</p>

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	<p>3. Debt Capacity: Debt management/planning for long-term financial health of community.</p> <p>4. Staff development: Work to fully develop and fully engage finance staff through training, regular and consistent communication, and project assignment as appropriate</p>	<p>bulk tax payments; expanded autopay options; ACH withdrawals</p> <p>3. Develop debt/financial management plan to fund capital improvements; research local lending options vs. STF loan and bond issuance; seek refunding opportunities that present</p> <p>4. Better balance workloads, training to optimize existing technology/new technology; increase internal communication</p>
<p>PUBLIC WORKS</p> <p>Reliable and well-maintained Infrastructure</p> <p>Quality of Place</p> <p>Economic Vitality</p>	<p>1. Infrastructure: Manage to the street maintenance plan; sidewalk replacement program.</p> <p>2. Water Quality: Implement a strategy to address water quality plan and mandates.</p> <p>3. Energy Efficiency: Devise an energy efficiency plan and identify possible funding sources to support more efficient energy utilization/cost savings across our facilities.</p> <p>4. Facilities Master Plan: Develop a strategic perspective on facility improvements to ensure that we are effectively spending limited dollars to meet long-term facility maintenance needs.</p> <p>5. Outdoor Recreation Plan: Advance the work of</p>	<p>1. Seal coating, S. Madison Street and Newton/Rock construction; sidewalk replacement</p> <p>2. Verify plan requirements; seek trading options; possible land acquisition; pond installation; Clagget pond assessment</p> <p>3. Develop energy plan and funding options; continue lighting upgrades</p> <p>4. Evaluate maintenance alternative practices to optimize; safety upgrades; City Hall AC; ADA; tennis courts</p>

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	<p>6. Sustainability: Ensure that we are meeting all regulatory requirements; evaluate alternatives to service delivery to ensure effective utilization of taxpayer dollars.</p>	<p>5. Playground improvements /corrective action; Complete canoe/kayak launch; seeking funding for trail extension along Gateway Dr to High School</p> <p>6. Crush concrete pile; burn pile; evaluate fleet management options; evaluate service partners to ensure best quality/cost of service delivery.</p>
<p>FIRE</p> <p>Safe, welcoming community</p> <p>High Performance</p>	<p>1. Staffing: Gaps exist in four areas: 1) daytime response levels of firefighters (currently 8.7 responders/industry standard is 18); 2) fire inspectors (we have gone from 5 down to 2 due to medical issues and job changes. It takes ~2 years and 60+ hours of school for train new inspectors.); 3) Fire Officer development (changes to SPS 330 now require additional 40+ hours of training for firefighters to promote to officer positions); and, 4) workload for 2 FT staff members is no longer sustainable.</p> <p>2. Sustainability: Continue to work on the fire district consolidation with a focus on concluding current conversations with the townships and examining regional opportunities to ensure sustainability of the city's fire and emergency response services in the future.</p> <p>3. Community Preparedness: Current Emergency Operation Plan is weather-focused and does not prepare the City for emerging risks that are seen across the state and country (i.e. pandemics, mass casualty incidents, active threats, etc.)</p>	<p>1. Research and develop plan to address staffing needs.</p> <p>2. Local consolidation plan and regional consolidation study</p> <p>3. Participate in Emergency Management Institute's (EMI) Integrated Community-specific Emergency Management Course</p>

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	4. Emergency Medical Service (EMS): Gaps exist in EMS service as current funding levels do not secure the needed number of ambulances to provide adequate coverage.	4. Research and develop plan to address long-term EMS needs.
POLICE <ul style="list-style-type: none"> • Safe, welcoming community • High Performance 	1. Technology to Increase Efficiency: Increase cybersecurity with the departments technology systems. Improve security and tracking of evidence. Upgrade County RMS and Mobile Systems. Compstat software will increase crime analytics. 2. Community Wellness: Mental health needs within the community are increasing staff time per case. 3. Staffing: Work on succession and retention plans is ongoing in preparation for future retirements and unstable times in law enforcement. 4. Collaboration/Cross-Training: Working on internal training initiatives, working with the drug task force team to enhance public safety.	1. Cost saving and improving security with intergrading with FDL County IT. Staffing will need to be trained on the new systems. 2. Potential to impact overtime costs; Community education/outreach should be a focus. 3. Potential impact to staffing budget. 4. Staff time must be dedicated to additional training/preparation.
LIBRARY Quality of Place	1. Tier 1 Library Standards: Finalize work on remaining elements of Tier 1 Library Standards to ensure all residents of the city have available services per requirements. 2. Safety: Maintain a safe facility for staff and patrons in light of COVID-19 challenges.	1. Building on work completed in 2020 to meet Tier 1 Standards. 2. Continually evaluate operation and adapt to changing conditions created by COVID-19 pandemic.
RECREATION Quality of Place Safe, Healthy	1. Develop sustainability plan for Aging Coalition work: Work on a smart transition plan for aging coalition work for when the aging grant ends in September of 2021.	1. Evaluate programming alternatives and potential partnerships

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	<ol style="list-style-type: none"> 2. Youth Programming: Restore programming; Work to strengthen youth programming in the community. 3. Aquatic Center: Develop a fiscally responsible and sustainable operations plan for the aquatic center for the 2021 season. 4. Outdoor Rec Plan: Advance the work identified within the outdoor rec plan to enhance quality of place. 5. Safety: Maintain a safe facility for staff and patrons in light of COVID-19 challenges. 	<ol style="list-style-type: none"> 2. Explore possible partnership with WASH or others to strengthen programming resources. Survey parents to inform programming. 3. Leverage partnership with YMCA; Consider COVID-19 impacts; restore programming as much as possible. 4. Canoe/Kayak Launch; playground equipment replacement 5. Create a flexible operations plan with COVID-19 protocols in place.
ECONOMIC DEVELOPMENT High Performance Quality of Place Economic Vitality	<ol style="list-style-type: none"> 1. Business Attraction & Retention: Compile the resources needed to effectively market available industrial land; retain and grow existing businesses. 2. Quality of Place: Focus efforts/resources on those things that make the community attractive to support workforce/talent attraction and economic growth. 3. Optimize use of TID: Make strategic decisions related to TID resources to optimize return on investment. 	<ol style="list-style-type: none"> 1. Gold-shovel ready, EDA funds, target-industry based marketing plan; BRE calls and follow-up; redevelopment Silgan site; TID 3 targeted improvement; McKinley redevelopment. 2. Streetscape continued investment, wayfinding, landscaping, recreational assets; evaluate tourism partnership. 3. TID policy and plan review/ adjustments, developer agreements, affordable housing extension.

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	<ol style="list-style-type: none"> Workforce/Talent: Work on partnerships with schools, hospital, regional partners, etc. to build the workforce pipeline. Regional Partnership Development: Define requirements and identify a regional partner that best aligns with ED needs of city. Entrepreneurial Development: strengthen the entrepreneurial ecosystem to support business startups in Waupun Development Process Improvements: Streamline the development process to improve economic development outcomes. 	<ol style="list-style-type: none"> Identifying funding sources, design programs, determine partnerships RFP to evaluate partners; investment requirements Ignite! network; local ecosystem building/partnerships; pop up program Development guide; process enhancements; ED committee
COMMUNITY DEVELOPMENT Quality of Place Economic Vitality	<ol style="list-style-type: none"> Public Facilities: Phase 2 of Public Facility Plan based on 2019 work plan to identify resolution to needs at senior center. Affordable Housing: Implement plan in response to findings of housing study completed in 2019. Modernize Zoning Code: Review and update zoning code to support findings of housing study and meet the needs of today's residents/development trends. Transitioning from Aging Grant (Expires September 30, 2021) Promote community well-being through expansion of resources needed to foster community health. 	<ol style="list-style-type: none"> Pursue CDBG Public Facilities plan and deploy additional strategies to finalize funding for proposed project. infrastructure planning and incentives, affordable housing extension, etc. Zoning code review, code compliance solutions. Robert Wood Johnson/Community Health grant opportunity; partnerships with WASD and others; transition aging work to ensure sustainability

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Capital Improvement Plan	1. Update of 5-year CIP	1. Refine year 1 and incorporate into budget request; refine 5 year outlook
Economic Vitality		
High Performance		