

# A G E N D A CITY OF WAUPUN COMMON COUNCIL Waupun City Hall – 201 E. Main Street, Waupun WI Tuesday, October 08, 2024 at 6:00 PM

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

Join Virtually: https://us02web.zoom.us/j/81976994115?pwd=T0hORVFNTDFjMXV4ZGliV3A5eDI0UT09

Join Teleconference: 1 312 626 6799

Meeting ID: 819 7699 4115 Passcode: 697657

### **CALL TO ORDER**

## PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENT MEDITATION ROLL CALL

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

### **RESOLUTIONS AND ORDINANCES:**

1. Ordinance to amend Ch.7.03 entitled Sidewalk Construction and Repair

### **CONSIDERATION - ACTION**

- 2. MSA Professional Services Geographic Information System (GIS) Service Agreement
- 3. Authorize Publication and Public Hearing Notice of the Proposed 2025 Budget
- 4. Waupun Little League- Agreement for Reimbursement of Turf and Use of Baseball Fields
- Commercial Lease Agreement with Waupun Area Food Pantry for 520 McKinley St, Suite B
- Commercial Lease Agreement with REACH Waupun for 520 McKinley St, Suite C
- Gift Agreement with SSM Health/Waupun Memorial Hospital for the Waupun Community Center Fitness Center
- 8. Discussion: Review Recommendation from the Board of Park and Recreation Commission on the Alcohol Policy for the Waupun Community Center

### **MAYORAL CORRESPONDENCE/PRESENTATIONS**

9. Homan Auto Group Fundraiser for REACH Waupun

#### **CONSENT AGENDA**

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

### **BOARDS, COMMITTEE AND COMMISSION MEETING MINUTES**

- 11. Utility Commission 8-12-24, 9-9-24
- 12. Recreation Board 7-29-24, 9-3-24
- 13. Plan Commission 8-21-24
- 14. Board of Public Works 8-19-24, 9-10-24
- 15. Common Council 9-10-24, 9-24-24
- 16. Library Board 9-18-24

### **DEPARTMENT REPORTS**

- <u>17.</u> Police Department
- 18. Fire Department
- 19. Library
- 20. Recreation
- 21. Public Works
- 22. Utilities

- 23. Finance
- 24. Building Inspector-Zoning Administrator
- 25. City Clerk-Treasurer-HR
- 26. Administrator-Economic Development

<u>CLOSED SESSION</u> - Adjourn in closed session under WI Statute Section 19.85 (1)(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.

27. Consider Investment of Public Funds for Multi-Family Housing Development on City-Owned Land in TID 9

**OPEN SESSION**- Reconvene in open session under WI Statute Section 19.85(2)

### **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: 10-8-24 TITLE: Ordinance to amend Ch.7.03 entitled Sidewalk

Construction and Repair

**AGENDA SECTION:** BOARD/COMMITTEE/COMMISSION

**RECOMMENDATIONS** 

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

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

### **ISSUE SUMMARY:**

On September 10, 2024, the Board of Public Works made recommendation to the Common Council to approve changes to Chapter 7, Streets and Sidewalk - Sidewalk Construction and Repair section. These changes help align the repairs with current ADA standards. It will also allow some repairs to be made with approved products.

#### **STAFF RECOMMENDATION:**

As the City Attorney has reviewed and approved the amendments, Council may accept the recommendation from the Board of Public Works and waive the first reading and adopt this ordinance.

### **ATTACHMENTS:**

Redlined section 7.03 of the Municipal code Sidewalk Construction and Repair

### **RECOMMENDED MOTION:**

- Motion to accept the first reading of the ordinance to amend Ch.7.03 entitled Streets and Sidewalks Sidewalk Construction and Repair
- Motion to waive the first reading and adopt Ordinance #2024-012 to amend Ch.7.03 entitled Streets and Sidewalks – Sidewalk Construction and Repair
- 3. Do nothing and the ordinance fails

# COMMON COUNCIL CITY OF WAUPUN, WISCONSIN ORDINANCE #2024-\_\_\_\_

AN ORDINANCE TO AMEND CHAPTER SEVEN OF THE MUNICIPAL CODE OF THE CITY OF WAUPUN ENTITLED "STREETS AND SIDEWALKS."

THE COMMON COUNCIL OF THE CITY OF WAUPUN ORDAINS:

SECTION 1: Section 7.03 of the Municipal Code of the City of Waupun entitled "SIDEWALK CONSTUCTION AND REPAIR" is amended as follows:

- (3) DELEGATION OF AUTHORITY; SIDEWALK INSPECTORS. The City Engineer shall have the authority of the Board of Public Works as provided for in §66.615, Wis. Stats., and he they shall designate one or more subordinates as sidewalk inspectors who shall have the duty of inspecting the sidewalks within the City and ordering or arranging for the replacement and or repair of defective sidewalks.
- (4) CRITERIA FOR DETERMINING NECESSITY OF REPLACEMENT OR REPAIR WHEN APPLICABLE. Sidewalk squares which meet the following criteria shall be considered defective, unsafe and insufficient and in need of replacement or repair:
  - (a) There is a difference in height equal to or greater than one-half inch in the elevation of adjacent sidewalk squares.
  - (c) There is a difference in height equal to or greater than one-half inch in the elevation of adjacent sections of a crack or a crack with width greater than on-half inch for 3 inches or longer.
- (5) TEMPORARY SIDEWALK REPAIR. No sidewalk square shall be ordered or arranged to be repaired by way of crack fillers asphalt wedges, surface treatments or the like by a sidewalk inspector, except as a temporary measure pending replacement and or repair. Sidewalk squares which, upon inspection, are noted to have been temporarily repaired shall be ordered or arranged to be replaced. However, wherever the only defect is a difference in elevation due to settlement or having, it shall be permissible to remedy the defect by adjusting the square.
  - (a) Crack filling will be allowed only using high performance, self-leveling, one-part polyurethane sealant as preventative maintenance.

<u>SECTION 2:</u> All ordinances or portions of ordinances inconsistent with the provisions of this ordinance are repealed.

law.	SECTION 3:	This Ordinance	e shall be in ful	ıll force and effect on its passage and publication as provided by
	Enacted this	day of	, 2024.	
				Rohn W. Bishop Mayor
ATTES	ST:			

Angela J. Hull City Clerk/Treasurer



### **AGENDA SUMMARY SHEET**

MEETING DATE: 10-8-24 TITLE: MSA Professional Services Geographic

Information System (GIS) Service Agreement

**AGENDA SECTION:** CONSIDERATION-ACTION

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

DEPARTMENT GOAL(S) SUPPORTED (if applicable)	FISCAL IMPACT	
High Performance Government	Not to exceed \$30,000 (unspent	wages)

### **ISSUE SUMMARY:**

Due to staff vacancy which provided basic mapping services for the City of Waupun, an agreement with MSA Professional Services is being recommended to support improvements to GIS. In researching this service, we identified a number of efficiencies that can be achieved by working with this outside expert to streamline systems, improve workflow and reporting. This agreement is structured to assist with those goals. The term of the agreement expires December 31, 2025. Staff will review at the conclusion of the term and consider renewal.

#### **STAFF RECOMMENDATION:**

Approve the GIS service agreement with MSA Professional Services

#### **ATTACHMENTS:**

Proposed MSA Professional Services Geographic Information System (GIS) Services Agreement

### **RECOMMENDED MOTION:**

Motion to approve the MSA Professional Services Geographic Information System (GIS) Services Agreement



### Professional Services Agreement

MSA Project Number: R00212151

This AGREEMENT (Agreement) is made effective 10/8/2024 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 60 Plato Blvd East, St. Paul, MN 55107-1835

Phone: (612) 548-3132

Representative: Jeff Powell Email: jpowell@msa-ps.com

**CITY OF WAUPUN WI** 

Address: 201 E Main Street, Waupun, WI 53963

Phone: 920-324-7912

Representative: Kathy Schlieve Email: kathy@cityofwaupunwi.gov

**Project Name:** Waupun Geographic Information System (GIS) Services

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

The schedule to perform the work is: Approximate Start Date: 10/9/2024

Approximate Completion Date: 12/31/2025

The estimated fee for the work under Phases 1 – 5 is: \$0 - \$5,200

Payment for Phases 1 - 5 will be on a time and expense basis.

Attachment B: Rate Schedule is attached and made part of this Agreement.

The lump sum fee for the work under Phases 6 – 8 is: \$23,950

Payment for Phases 6 – 8 will be on a lump sum basis.

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement.

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

CITY OF WAUPUN WI	MSA PROFESSIONAL SERVICES, INC.
	The Could
Kathy Schlieve	Jeff Powell
City Administrator/Economic Development	GIS Solutions Team Leader
Date:	Date: 9/25/2024

# .MSA PROFESSIONAL SERVICES, INC. (MSA) GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC - GIS)

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

### 2. . Owner's Responsibilities.

### (a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

### (b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

### (c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

### (d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

### (e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

- 3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.
- 4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

- 5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.
- 6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.
- 7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.
- 8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

- 9. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.
- 10. **Electronic Documents and Transmittals**. Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.
- 11. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

- 12. **Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.
- 13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.
- 14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.
- 15. **Non-Solicitation** During the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement, each party agrees that without the other party's consent it shall not either directly or indirectly solicit, recruit or hire as an employee, consultant, or independent contractor, any personnel of the other party; provided however that nothing herein shall preclude the hiring party from hiring or retaining any individual who is hired solely as a result of the use of a general solicitation (such as an advertisement) not specifically directed to the individual. Remedy for any violation of this provision shall be liquidated damages in the amount equal to 50% of the employee's annual salary, including bonuses currently in effect for the employee. The parties agree that any damages from the breach of this provision would be difficult to determine and that the remedy set forth herein is a reasonable estimate of such damages.
- 16. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the

negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

- 17. **Accrual of Claims**. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.
- 18. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.
- 19. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.
- 20. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.
- 21. **Successors and Assigns**. The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.
- 22. **Notices**. Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- 23. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 24. **Severability**. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.
- 25. **No Waiver**. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- 26. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
- 27. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

28. <b>Understanding.</b> This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

### Attachment A - Waupun GIS Scope of Services



The following scope is an overview to support the city of Waupun' GIS. The hourly rates listed under task 1 are good for the remainder of 2024 and through the end of 2025 (9/10/2024 – 12/31/2025).

Costs are estimated based on current GIS work performed and described by city staff. Our estimated time projections are based off conversations with city staff and previous GIS support MSA has provided similar communities.

### We have included the additional projects listed below per the city's request:

- Setting up a Pavement Management System in GIS similar to the one demonstrated to staff.
- Setting up an MS4 Inspection System in GIS.
- Setting up a Sign Management System in GIS.

### **PHASES 1 - 5**

GIS Services for city

Per discussions with city staff the items listed below are common maps, datasets and tasks managed by city staff. MSA will provide hourly support to perform these tasks to ensure the city's GIS maps, datasets and tasks continue to be current a correct.

- Monitor GIS system for accuracy, and the inclusion of new and/or changed information.
- Identify, research, and resolve mapping issues as needed
- Develop, maintain and update city maps, drawings and other records including computerized databases.
- Mange the city's GIS maps and data requirements as listed below
  - Zoning ArcGIS Online and ArcMap
  - Corporate Limits ArcMap
  - Storm Sewer Make edits in ArcMap and upload to ArcGIS Online
  - Street Maps ArcMap
  - Update parcel/street shape files yearly ArcMap and ArcGIS Online
    - Download new shape files from Counties GIS files
  - Coordinate with iWorQ to make sure parcel and storm sewer maps are current
  - Stormsewer are updated quarterly through a rest service in GIS
  - TIF Districts ArcMap
  - Aldermanic District / Ward Maps ArcMap
  - Parking Regulations ArcMap
  - Detour Routes ArcMap
  - Park Maps ArcMap
    - NOTE: Maps currently managed by the city in ArcMap, will be managed by MSA in ArcGIS Pro (the current GIS software platform.)

The estimated fee of <u>\$5,200 roughly calculates to 40 total hours</u> of support based on a 70%/30% split between MSA staff below:

- \$110 / Hr for GIS Solutions Specialist
   (Calvin Estimated to cover ~70% of GIS support)
- \$175 / Hr for GIS Solutions Administration
   (Scott– Estimated to cover ~30% of GIS support)

PHASES 1 - 5 TOTAL COST: \$0 - \$5,200

The categorized list below further breaks out support hours by sub-task. The numbers are estimated per discussion with city staff and previous GIS support for similar communities. The phase numbers will match how they will appear on invoices. The city can categorize these out differently if they wish.

### 1 - General GIS Support

ArcGIS Online Site Admin: 0 – 5 hrs
County Data Maintenance: 0 – 5 hrs

2 - Pavement

Routine Pavement Tasks: 0 – 4 hrs Requested Pavement Tasks: 0 – 5 hrs

<u>3 – Stormwater</u>

Routine Storm Tasks: 0 – 5 hrs Requested Storm Tasks: 0 – 6 hrs 4 - Zoning

Routine Zoning Tasks: 0 – 2 hrs Requested Zoning Tasks: 0 – 3 hrs

5 - Miscellaneous

Routine Misc. Tasks: 0 – 2 hrs Requested Mis. Tasks: 0 – 3 hrs

Any time for on-going GIS support services is only charged when work is requested by city staff or in the event that maintenance is absolutely necessary to maintain your GIS usability. The following text details additional on-going support and maintenance for your GIS.

Provide on-call GIS Technical Support Services for tasks authorized by the client. Support can include ArcGIS Online modification, configuration, training, or map updates. Other services could include data creation, PDF map creation and printing, or field work. This contract will serve multiple departments and requested services will be detailed separately on a single invoice. Client may request or determine tasks at contract term initiation or at any point within the term duration. MSA will provide detailed scope and cost estimates prior to commencement of tasks upon request. Occasionally, MSA staff must perform known, routine tasks, such as preparing data for maintenance and inspection tracking. Also, MSA staff may identify that maintenance is required to keep the Utility's GIS functional. In those occasions MSA will perform said maintenance as soon as possible.

### Setup Pavement Management System

Task	Pavement Task	Description	Est. Fee
1	Prepare Street Data	Setup Road Centerline segments with data for pavement management. * We will request current WISLR data from WisDOT and use it as the basis for the city pavement manager.	\$500
1-A *	Segment with  Existing Data	* This task is only required if the city has an existing dataset and wants that imported. That source will have to be modified to match each unique street segment and common IDs must be populated.	\$3,500
2	Mand Pavement Plan	Setup system to display the city's future pavement planning (5 years, or whatever cycle the city chooses).	\$1,750
3	Setup CIP Planning Systems	Work with city to define formulas that estimate resurfacing/reconstruction costs based on road, length, depth and other construction cost factors. Setup the system for city staff to easily review these costs to help with future road project planning.	\$4,000
4	Dashhoard	Create dashboard to visualize planned projects and provide easy to understand feedback on estimated costs. A publicly viewable version of this dashboard can be configured.	\$1,500
5		Make final changes to the pavement management system per city review.	\$1,250
6	GIS User Training	2 Hours remote training on MS4	\$350
		Total *Range depends on whether task 1-A is chosen	\$9,350 - \$12,850

• Pavement management system will be similar to the one viewable here: https://experience.arcgis.com/experience/6617ff3fcd004f10aec80e07b1e86114

Task	MS4 Task	Description	Est. Fee
1	Primary Data Conversion / Creation	Create layer (from existing pond points, parcels, addresses, or other source) to tie MS4 Inspections to. *Another estimated fee can be provided to map ponds as polygons (they are currently points in iWorq and not in ArcGIS Online) or other storm features for MS4 if the City requests.	\$1,800
2	<del>-</del>	Set up MS4 inspection Survey123 app for BMPs, Construction Sites, and SWPPP Inspections.	\$2,000
3	Development	Configure reporting dashboard for MS4 inspections. Will allow staff to filter inspections, by, type, date, status, etc. and export the results to a CSV (spreadsheet).	\$1,500
4	MS4 Letter Report	Configure report to create letter for MS4 inspections. (This report would NOT support noxious weeds or other code compliance letters.)	\$1,500
5	GIS User Training	2 Hours remote training on MS4	\$350
		Total	\$7,150

# PHASE 8 Sign GIS Configuration

Task	MS4 Task	Description	Est. Fee
1		Create layer from existing sign points currently in the city's ArcGIS Online site. Reconcile with data from iWorq site.	\$1,800
2	Development	Set up Sign GIS apps to track sign and support locations and attribute information along with maintenance and inspections to those assets.	\$1,800
3	GIS User Training	2 Hours remote training on MS4	\$350
		Total	\$3,950

- Costs for Phases 6, 7 & 8 are one-time configuration costs. City staff could choose to support those apps on their own or include them in future on- going support and maintenance contracts with MSA. Those contracts would be similar to Phases 1-5 of this scope, but also include maintaining the apps configured in Phases 6 & 7 here.
- Page 12 describes MSA's ongoing GIS support and maintenance in greater detail.

# ATTACHMENT B: RATE SCHEDULE

	1 ADOD DATE
CLASSIFICATION	LABOR RATE
Administrative	·
Architects	·
Community Development Specialists	
Digital Design	
Environmental Scientists/Hydrogeologists	
Geographic Information Systems (GIS)	\$ 95 – \$185/hr.
Housing Administration	\$ 95 – \$170/hr.
HR	\$ 135 - \$150/hr.
Inspectors/Zoning Administrators	\$105 – \$130/hr.
IT Support	·
Land Surveying	
Landscape Designers & Architects	
Planners	
Principals	
Professional Engineers/Designers of Engineering Systems	
Project Managers	
Real Estate Professionals	
Staff Engineers	
Technicians	·
Wastewater Treatment Plant Operator	\$ 90 – \$115/hr.
REIMBURSABLE EXPENSES	
REIMBURSABLE EXPENSES Copies/Prints	.Rate based on volume
Copies/Prints	
Copies/Prints	.\$10
Copies/Prints	.\$10 .\$0.14/page
Copies/Prints Specs/Reports Copies Plots	.\$10 .\$0.14/page .\$0.01/sq.in.
Copies/Prints	.\$10 .\$0.14/page .\$0.01/sq.in. .\$10
Copies/Prints Specs/Reports Copies Plots Flash Drive  GPS Equipment	.\$10 .\$0.14/page .\$0.01/sq.in. .\$10 .\$20/hour - \$10.75/hour for DOT
Copies/Prints Specs/Reports Copies Plots Flash Drive GPS Equipment GPS R2 Equipment	.\$10 .\$0.14/page .\$0.01/sq.in. .\$10 .\$20/hour - \$10.75/hour for DOT .\$20/hour - \$2/hour for DOT
Copies/Prints Specs/Reports Copies Plots Flash Drive GPS Equipment GPS R2 Equipment Dini Laser Level	.\$10 .\$0.14/page .\$0.01/sq.in. .\$10 .\$20/hour - \$10.75/hour for DOT .\$20/hour - \$2/hour for DOT .\$85/per day
Copies/Prints Specs/Reports Copies Plots Flash Drive  GPS Equipment GPS R2 Equipment Dini Laser Level Mailing/UPS	.\$10 .\$0.14/page .\$0.01/sq.in. .\$10 .\$20/hour - \$10.75/hour for DOT .\$20/hour - \$2/hour for DOT .\$85/per day .At cost
Copies/Prints Specs/Reports Copies Plots Flash Drive  GPS Equipment GPS R2 Equipment Dini Laser Level Mailing/UPS Mileage – Reimbursement	.\$10 .\$0.14/page .\$0.01/sq.in. .\$10 .\$20/hour - \$10.75/hour for DOT .\$20/hour - \$2/hour for DOT .\$85/per day .At cost .IRS Rate – IRS Rate + \$5/day
Copies/Prints Specs/Reports Copies Plots Flash Drive GPS Equipment GPS R2 Equipment Dini Laser Level Mailing/UPS Mileage – Reimbursement Mileage – MSA Vehicle	.\$10 .\$0.14/page .\$0.01/sq.in. .\$10 .\$20/hour - \$10.75/hour for DOT .\$20/hour - \$2/hour for DOT .\$85/per day .At cost .IRS Rate – IRS Rate + \$5/day .\$0.70 mile standard/
Copies/Prints Specs/Reports Copies Plots Flash Drive  GPS Equipment GPS R2 Equipment Dini Laser Level Mailing/UPS Mileage – Reimbursement	.\$10 .\$0.14/page .\$0.01/sq.in. .\$10 .\$20/hour - \$10.75/hour for DOT .\$20/hour - \$2/hour for DOT .\$85/per day .At cost .IRS Rate – IRS Rate + \$5/day .\$0.70 mile standard/
Copies/Prints Specs/Reports Copies Plots Flash Drive GPS Equipment GPS R2 Equipment Dini Laser Level Mailing/UPS Mileage – Reimbursement Mileage – MSA Vehicle	.\$10 .\$0.14/page .\$0.01/sq.in. .\$10 .\$20/hour - \$10.75/hour for DOT .\$20/hour - \$2/hour for DOT .\$85/per day .At cost .IRS Rate – IRS Rate + \$5/day .\$0.70 mile standard/ .\$0.69 mile for DOT
Copies/Prints Specs/Reports Copies Plots Flash Drive  GPS Equipment GPS R2 Equipment Dini Laser Level Mailing/UPS Mileage – Reimbursement Mileage – MSA Vehicle  Nuclear Density Testing	.\$10 .\$0.14/page .\$0.01/sq.in. .\$10 .\$20/hour - \$10.75/hour for DOT .\$20/hour - \$2/hour for DOT .\$85/per day .At cost .IRS Rate – IRS Rate + \$5/day .\$0.70 mile standard/ .\$0.69 mile for DOT .\$30/day
Copies/Prints Specs/Reports Copies Plots Flash Drive  GPS Equipment GPS R2 Equipment Dini Laser Level Mailing/UPS Mileage – Reimbursement Mileage – MSA Vehicle	.\$10 .\$0.14/page .\$0.01/sq.in. .\$10 .\$20/hour - \$10.75/hour for DOT .\$20/hour - \$2/hour for DOT .\$85/per day .At cost .IRS Rate – IRS Rate + \$5/day .\$0.70 mile standard/ .\$0.69 mile for DOT .\$30/day .\$100/day
Copies/Prints Specs/Reports Copies Plots Flash Drive  GPS Equipment GPS R2 Equipment Dini Laser Level Mailing/UPS Mileage – Reimbursement Mileage – MSA Vehicle  Nuclear Density Testing Organic Vapor Field Meter PC/CADD Machine	.\$10 .\$0.14/page .\$0.01/sq.in. .\$10 .\$20/hour - \$10.75/hour for DOT .\$20/hour - \$2/hour for DOT .\$85/per day .At cost .IRS Rate – IRS Rate + \$5/day .\$0.70 mile standard/ .\$0.69 mile for DOT .\$30/day .\$100/day .Included in labor rates
Copies/Prints Specs/Reports Copies Plots Flash Drive  GPS Equipment GPS R2 Equipment Dini Laser Level Mailing/UPS Mileage – Reimbursement Mileage – MSA Vehicle  Nuclear Density Testing Organic Vapor Field Meter PC/CADD Machine Robotic Survey Equipment	.\$10 .\$0.14/page .\$0.01/sq.in\$10 .\$20/hour - \$10.75/hour for DOT .\$20/hour - \$2/hour for DOT .\$85/per day .At cost .IRS Rate – IRS Rate + \$5/day .\$0.70 mile standard/ .\$0.69 mile for DOT .\$30/day .\$100/day .Included in labor rates .\$20/hour - \$10/hour for DOT
Copies/Prints Specs/Reports Copies Plots Flash Drive  GPS Equipment GPS R2 Equipment Dini Laser Level Mailing/UPS Mileage – Reimbursement Mileage – MSA Vehicle  Nuclear Density Testing Organic Vapor Field Meter PC/CADD Machine Robotic Survey Equipment Stakes/Lath/Rods	.\$10 .\$0.14/page .\$0.01/sq.in\$10 .\$20/hour - \$10.75/hour for DOT .\$20/hour - \$2/hour for DOT .\$85/per day .At cost .IRS Rate – IRS Rate + \$5/day .\$0.70 mile standard/ .\$0.69 mile for DOT .\$30/day .\$100/day .Included in labor rates .\$20/hour - \$10/hour for DOT .At cost
Copies/Prints Specs/Reports Copies Plots Flash Drive  GPS Equipment GPS R2 Equipment Dini Laser Level Mailing/UPS Mileage – Reimbursement Mileage – MSA Vehicle  Nuclear Density Testing Organic Vapor Field Meter PC/CADD Machine Robotic Survey Equipment Stakes/Lath/Rods Travel Expenses, Lodging, & Meals	.\$10 .\$0.14/page .\$0.01/sq.in\$10 .\$20/hour - \$10.75/hour for DOT .\$20/hour - \$2/hour for DOT .\$85/per day .At cost .IRS Rate – IRS Rate + \$5/day .\$0.70 mile standard/ .\$0.69 mile for DOT .\$30/day .\$100/day .Included in labor rates .\$20/hour - \$10/hour for DOT .At cost .At cost
Copies/Prints Specs/Reports Copies Plots Flash Drive  GPS Equipment GPS R2 Equipment Dini Laser Level Mailing/UPS Mileage – Reimbursement Mileage – MSA Vehicle  Nuclear Density Testing Organic Vapor Field Meter PC/CADD Machine Robotic Survey Equipment Stakes/Lath/Rods Travel Expenses, Lodging, & Meals Traffic Counting Equipment & Data Processing.	.\$10 .\$0.14/page .\$0.01/sq.in\$10 .\$20/hour - \$10.75/hour for DOT .\$20/hour - \$2/hour for DOT .\$85/per day .At cost .IRS Rate - IRS Rate + \$5/day .\$0.70 mile standard/ .\$0.69 mile for DOT .\$30/day .\$100/day .Included in labor rates .\$20/hour - \$10/hour for DOT .At cost .At cost .At cost
Copies/Prints Specs/Reports Copies Plots Flash Drive  GPS Equipment GPS R2 Equipment Dini Laser Level Mailing/UPS Mileage – Reimbursement Mileage – MSA Vehicle  Nuclear Density Testing Organic Vapor Field Meter PC/CADD Machine Robotic Survey Equipment Stakes/Lath/Rods Travel Expenses, Lodging, & Meals	.\$10 .\$0.14/page .\$0.01/sq.in\$10 .\$20/hour - \$10.75/hour for DOT .\$20/hour - \$2/hour for DOT .\$85/per day .At cost .IRS Rate - IRS Rate + \$5/day .\$0.70 mile standard/ .\$0.69 mile for DOT .\$30/day .\$100/day .Included in labor rates .\$20/hour - \$10/hour for DOT .At cost .At cost .At cost .\$30/hour

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2024.

### ADDITIONAL INFORMATION ON ONGOING SUPPORT AND MAINTENANCE

MSA believes that communities maximize their GIS investment by fully utilizing the ArcGIS platform. As an Esri partner, our role is to configure the platform to suit your needs. We don't sell software, but rather implement solutions using software you're already investing in. MSA doesn't charge our communities annual fees for GIS services. Instead, 100% of our costs go into making your GIS work better for you.

The costs for Phases 6 and 7 of the previously described scope are for MSA to configure Pavement management and MS4 inspection systems inside the city's ArcGIS Online system. To assist in projecting potential costs for subsequent years, please refer to the GIS Project Lifecycle graph below. It shows relative costs and timelines, but you can consider the first bar your initial migration. After this initial implementation, there is a smaller, but still relatively large effort. This is common because as staff GIS use grows, additional needs appear. It's a typical, natural progression.

As your GIS and users mature, the effort required to manage the system will decrease. MSA will empower City staff to take full ownership through training and support, which will further lessen MSA's direct support time.

Any budget recommendations MSA provides for GIS support and maintenance are not fees that we simply collect. Consider the budget recommendations as a "bank" of hours set aside for any reason that the City of Waupun needs further GIS support from MSA. The bank can cover technical support, additional training, minor data updates, app configuration changes or attribute additions. It can also cover larger efforts, like configuring a new app to support pavement management, configuring a maintenance, inspection, and operations dashboard or setting up work order tracking. These budget figures are derived from our past client experience and understanding of your current needs. MSA will provide costs to the City for all GIS tasks requested, and we will only begin a task upon approval from the City.

It's your GIS. We're here to help you make the most of it.

### LOW LEVEL SUPPORT NEEDS

(average of 40 hrs of support)

1-2 staff accessing platform

GIS application maintenance requested

Annual data updates for 2-5 new projects from CAD/survey

Bi-annual County data management

1 set of new wall maps annually

Moderate amount of custom map creation and printing

### MODERATE LEVEL SUPPORT NEEDS

(average of 75 hrs of support

4-5 staff accessing platform

GIS application maintenance requested

Annual review of inspection forms for all departments

Bi-annual County data management

Annual data updates for 1-3 new projects from CAD/survey

1 set of new wall maps annually

Annual GPS data processing for 100-500 new points

1-2 Special GIS projects annually

Significant amount of custom map creation and printing

### HIGH LEVEL SUPPORT NEEDS

(average of 120 hrs of support)

Entire staff accessing platform (7-9 users)

GIS application maintenance requested

Annual review of inspection forms/new reporting features for all depts.

Bi-annual County data management

GPS support and training as needed

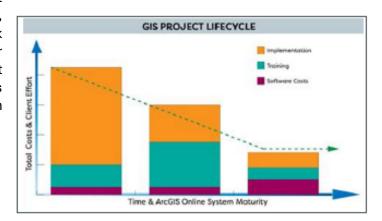
3 sets of new walls maps annually

2-5 special GIS projects annually

Work Order system maintenance and management requested

Annual pavement management analysis and capital planning deliverables

Significant amount of custom map creation and printing





### **AGENDA SUMMARY SHEET**

MEETING DATE: 10-8-24 TITLE: Authorize Publication and Public Hearing Notice

of the Proposed 2025 Budget

**AGENDA SECTION:** CONSIDERATION - ACTION

**PRESENTER:** Kathy Schlieve, City Administrator

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

#### **SUMMARY:**

Per Wisconsin State Statute, the city is required to post a Notice of Public Hearing for the 2025 Annual Budget.

### **STAFF RECOMMENDATION:**

Authorize publication of the public hearing notice for the City of Waupun's 2025 budget hearing on November 12, 2024.

### **ATTACHMENTS:**

Notice of Public Hearing 2025 Budget

### **RECOMMENDED MOTION:**

Motion to authorize staff to publish the notice as required by state statute, indicating that the proposed 2025 City of Waupun budget is available for public review, and schedule the public hearing for the 2025 budget on November 12, 2024.

### CITY OF WAUPUN NOTICE OF PUBLIC HEARING 2025 BUDGET

Notice is hereby given, that on November 12, 2024, at 6:00 p.m., at the Waupun City Hall 201 E. Main St. Waupun, WI or by Video and Teleconference, a Public Hearing on the proposed 2025 Budget will be held. The proposed 2025 Budget, in detail, is available for inspection at the City Clerk's Office from 7:00 a.m. to 4:00 p.m. Monday through Thursday and 7:00 a.m to 11:00 a.m. on Friday. The following is a summary of the proposed 2025 Budget.

Fund 100 - General Fund					PERCENTAGE CHANGE INCREASE (DECREASE)
REVENUES (FUND 100)	20	024 BUDGET	20	025 BUDGET	
General Fund Levy	\$	1,612,284	\$	1,710,797	6%
Other Taxes		666,841		673,863	
Special Assessments		100		100	
Intergovernmental		3,970,768		4,144,529	
Licenses and Permits		55,230		55,125	
Fines and Penalties		42,500		42,500	
Public Charges for Services		299,143		366,080	
Miscellaneous Revenue		62,500		67,500	
Other Financing Sources					
Transfers In		-		-	
Fund Balance Applied		190,701		181,506	
TOTAL REVENUES	\$	6,900,067	\$	7,242,000	5%

EXPENDITURES (FUND 100)	20	24 BUDGET	20	25 BUDGET
General Government	\$	1,317,850	\$	1,377,647
Culture and Recreation		802,351		730,489
Public Safety		3,112,303		3,199,926
Public Works		1,715,138		1,740,958
Conservation and Development		22,235		21,895
Transfers Out		163,190		171,085
TOTAL EXPENDITURES	\$	7,133,067	\$	7,242,000

					Total City Levy		
All Government and Proprietary Funds Combined	Fund Balance 1/1/2025	Total Revenues	Total Expenditures	Fund Balance 12/31/2025	2024 Property Tax Levy Contribution	2025 Property Tax Levy Contribution	Percentage Change Increase (Decrease)
General Fund (100)	\$ 8,401,242	\$ 7,242,000	\$ 7,242,000	\$ 8,401,242	\$ 1,612,284	\$ 1,710,797	•
Trust Funds (200)	33,143	7	-	33,150	-	-	
Library (210)	481,463	804,881	804,881	481,463	553,896	575,277	
Grants and Donations (220)	526,297	6,000	6,000	526,297	-	-	
Building Inspection (230)	21,753	84,500	78,116	28,137	-	-	
Affordable Housing (250)	248,387	-	-	248,387	-	-	
Debt (300)	34,149	1,870,065	1,870,065	34,149	812,105	806,980	
Capital Improvements (400)	1,440,855	2,102,709	1,920,877	1,622,687	340,000	340,000	
Business Park (404)	1,559,511	12,221	51,149	1,520,583	-	-	
Equipment Replacement (410)	378,002	2,968,180	3,025,977	320,205	225,000	280,930	
Recycling (420)	153,727	168,729	160,048	162,408	-	-	
Solid Waste (425)	65,908	442,265	442,505	65,668	-	-	
Tourism (430)	43,877	70,000	70,000	43,877			
Taxi (501)	45,488	138,000	162,928	20,560	45,000	45,000	
Home/HCRI Housing (507)	154,127	10	-	154,137	-	-	
CDBG Housing (509)	1,186,847	20	73,000	1,113,867	-	-	
Stormwater (700)	728,540	1,708,143	1,618,247	818,436	-	-	
TID 3 (405)	139,927	228,059	181,101	186,885	-	-	
TID 5 (401)	(1,691,383	505,581	387,800	(1,573,602)	-	-	
TID 6 (408)	(343,999	) 148,305	105,150	(300,844)	-	-	
TID 7 (407)	(118,353	75,401	159,088	(202,040)	-	-	
TID 8 (418)	43,600	223,435	94,566	172,469	-	-	
TID 9 (418)	(2,946,970	517,723	105,950	(2,535,197)	-	-	
TOTALS	\$ 10,586,138	\$ 19,316,234	\$ 18,559,448	\$ 11,342,924	\$ 3,588,285	\$ 3,758,984	4.76%



### **AGENDA SUMMARY SHEET**

MEETING DATE: 10/8/24 TITLE: Waupun Little League- Agreement for

Reimbursement of Turf and Use of Baseball

Fields

**PRESENTER:** Kathy Schlieve, City Administrator

**CONSIDERATION - ACTION** 

DEPARTMENT GOAL(S) SUPPORTED (if applicable)	FISCAL IMPACT	
High Performance Government	\$100,000 Reserve	

### **SUMMARY:**

The agreement is included with Waupun Baseball for reimbursement of \$100K to support turf replacement at the Waupun Baseball Complex. This agreement outlines the terms of future use and maintenance of the facility per the resolution passed by the Council in 2023.

#### STAFF RECOMMENDATION:

Approve the agreement

AGENDA SECTION:

### **ATTACHMENTS:**

Baseball Field Use Reimbursement and Use Agreement with Waupun Little League

### **RECOMMENDED MOTION:**

Motion to approve the Agreement for Reimbursement of Turf and Use of Baseball Fields with Waupun Little League

# AGREEMENT FOR REIMBURSEMENT OF TURF AND USE OF CITY BASEBALL FIELDS

This Agreement is entered into this	day of	<b>, 2024</b> , by and
between the City of Waupun; a Wiscons	sin Municipality,	located in Dodge and Fond du
Lac Counties, Wisconsin (hereinafter refe	erred to as "City	r") and Waupun Little League
Association, a Wisconsin Corporation, lo	cated in Waupu	n, Wisconsin (hereinafter
referred to as "Baseball Association").		

### RECITALS

WHEREAS, the City owns and operates baseball fields identified as Lynn Siedschlag Fields located at 808 East Lincoln Street and Gerald E. Thompson Field located at 810 East Lincoln Street (hereinafter referred to as "the Fields"); and

WHEREAS, the Baseball Association desires to use the Fields for the purpose of conducting baseball games, practices, and other related activities; and

WHEREAS, the City and the Baseball Association desire to establish the terms and conditions under which the Fields will be made available to the Baseball Association:

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### 1. USE OF FIELDS

- 1.1 The City grants the Baseball Association a non-exclusive right to use the Fields for baseball-related activities, including games, practices, tournaments, and other events approved by the City.
- 1.2 The Baseball Association agrees to comply with all City ordinances, rules, and regulations governing the use of the Fields.

### 2. MAINTENANCE AND CARE

- 2.1 The City shall be responsible for routine maintenance and care of the Fields, including but not limited to:
  - Bathroom Cleaning Daily March 15 October 20
  - Garbage Container Pick-up Monday and Friday March 15 October 20
  - Mow Diamonds Two times per week
  - Mow Outside Fields One time per week
  - Fertilize One time per year
  - Grub Preventer One time per year
  - Utilities
  - Irrigation Work As needed
  - Spray Weeds Three times per year

- Supplies
- General Maintenance
- 2.2 The Baseball Association agrees to leave the Fields in a clean and orderly condition after each use. The Baseball Association shall be responsible for any damage caused to the Fields beyond normal wear and tear.
- 2.3 The Baseball Association is hereby granted right by the City to approve use of the Fields from outside users that request any form of modification to the playing surface. The Baseball Association agrees to not reasonably withhold access to the Fields to any public groups requesting use, but may restrict or deny modifications requested to the playing surface to maintain the quality of turf, minimize repair costs, and protect their ongoing investment.

### 3. TURF REPLACEMENT

- 3.1 The Baseball Association acknowledges that the Fields include synthetic turf, which has a limited lifespan and will require replacement in the future.
- 3.2 The City agrees to reimburse the Baseball Association for \$100,000 to support turf replacement in 2024. Thereafter, the Baseball Association agrees to be financially responsible for all costs associated with the future replacement of the synthetic turf at the Fields, with no expectation of funding or reimbursement from the City for the expense. The cost of replacement shall include, but not be limited to, the cost of materials, labor, and any related expenses necessary to restore the Fields to playable condition.
- 3.3 The City and the Baseball Association shall work collaboratively to establish a timeline for turf replacement of this publicly owned asset to keep fields in playable condition at all times.

### 4. OPERATING EXPENSES

4.1 The Association acknowledges that policies specific to cost sharing of ongoing operating expenses of the Fields, including but not limited to Utilities, Supplies and General Maintenance are being evaluated by the Board of Recreation and, as such, policies recommended by that group and adopted by the Common Council will take precedence and be supplemental to this agreement if adopted in the future.

### 5. INSURANCE AND LIABILITY

5.1 The Baseball Association shall provide proof of general liability insurance coverage in an amount not less than \$1,000,000 per occurrence, naming the City as an additional insured.

5.2 The Baseball Association agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against any and all claims, liabilities, damages, or losses arising out of or in connection with the Baseball Association's use of the Fields.

### **6. TERM AND TERMINATION**

- 6.1 This Agreement shall commence on January 1, 2024 and shall remain in effect for a period of twenty years, unless terminated earlier by either party in accordance with this section.
- 6.2 Either party may terminate this Agreement by providing 120 days' written notice to the other party.
- 6.3 In the event of termination, the Baseball Association shall remain responsible for any costs related to turf replacement that were incurred or agreed upon prior to the termination date.

#### 6. MISCELLANEOUS

- 6.1 This Agreement constitutes the entire understanding between the parties and supersedes any prior discussions, agreements, or understandings.
- 6.2 Any amendments to this Agreement must be made in writing and signed by both parties.
- 6.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF Waupun	Waupun Little League		
Ву:	Ву:		
Name: Rachel Kaminski	Name:		
Title: Recreation Director	Title:		
By:	Ву:		
Name: Angela Hull	Name:		
Title: City Clerk	Title:		



### **AGENDA SUMMARY SHEET**

MEETING DATE: 10/8/24 TITLE: Commercial Lease Agreement with Waupun

Area Food Pantry for 520 McKinley St, Suite B

**AGENDA SECTION:** CONSIDERATION - ACTION

**PRESENTER:** Kathy Schlieve, City Administrator

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

### **SUMMARY:**

The lease agreement for the Food Pantry to occupy a tenant space in the community enter is included for review and approval.

### **STAFF RECOMMENDATION:**

Approve the lease agreement as presented

### **ATTACHMENTS:**

Food Pantry Lease Agreement

### **RECOMMENDED MOTION:**

Motion to authorize the Commercial Lease Agreement with Waupun Area Food Pantry to located at 520 McKinley St, Suite B

### COMMERCIAL LEASE

THIS LEASE is made between The City of Waupun, a Wisconsin municipal corporation ("the Owner"), and The Waupun Area Food Pantry, Inc., a Wisconsin non-profit corporation ("the Tenant").

It is agreed between the parties, in consideration of the terms contained here, that the Owner shall lease to the Tenant the Property described below on the following terms:

- 1. <u>Property</u>. The property subject to this Lease shall be located in a commercial building located at 520 McKinley Street, Waupun, Wisconsin, Suite B, and shall include dedicated lease space of approximately 3,186 square feet in area, together with shared common access to common/multi-purpose space approximately 13,721 square feet in area ("the Property"). The Owner shall furnish and properly maintain furniture, fixtures and equipment, including a warming kitchen, for common tenant use in the common/multipurpose space. The Tenant shall be permitted to inspect the Property prior to taking possession so as to accept the Property as being in a good condition as of the beginning of the Lease term.
- 2. <u>Term</u>. The term of this Lease shall be for five (5) years, commencing on November 1, 2024. Notwithstanding this provision, the commencement of this Lease shall be delayed, at no cost to the Tenant, to the first day of the month following issuance of an occupancy permit by the City of Waupun Building Inspector, or such other date as mutually agreed by the Owner and Tenant. The Tenant shall have the option of extending this Lease for an additional two (2) year period on the same initial terms as provided here.

Thereafter, the Tenant shall have the option of extending this Lease for an additional three (3) year term, provided that the base rent identified below shall be increased by a rate of one and one-half percent (1.5%) annually for each year of this extended term. The Tenant shall exercise any option(s) to extend the term of this Lease by providing the Owner with written notice not less than one (1) year prior to the expiration of the term then in effect. Except for any base rate adjustment identified above, or as provided elsewhere in this Lease, any extension shall be on the same terms and conditions as the original term.

3. Rent and Security Deposit. The Tenant shall pay to the Owner in advance on the first day of each calendar month during the initial term of this Lease a base monthly rental of Two Thousand Five Hundred Dollars (\$2,500.00), together with an additional monthly maintenance fee of Five Hundred Dollars (\$500.00) per month for the first year of this Lease. Thereafter, the maintenance fee shall be increased annually at a rate as determined by the Midwest Urban Consumer Price Index (CPI) for the preceding year. This maintenance fee shall apply to maintaining the heating, plumbing and electrical system for the building, including without limitation, maintaining the exterior and interior structural portions of the building.

Monthly rental and maintenance fees shall be made payable to the Owner and shall be mailed or personally delivered to the Owner at the Owner's address as set forth below. If the Tenant elects to extend the term of this Lease, then the rental shall be set at an amount to be agreed on by the parties at the time of the extension.

The Owner waives the required security deposit.

- 4. <u>Use and Compliance with Laws</u>. This Property shall be used for operation of a community food bank for area families and individuals in need, weekly provision and service of free meals for those in need, and other related uses only. The Tenant shall not use or occupy the Property for any unlawful purpose and agrees to comply with all present and future laws, ordinances, regulations and orders of the United States, the local municipality, the State of Wisconsin, or any agency or subdivision thereof, relating to the leased Property. The Tenant shall not perform any acts or carry on any practices which may injure the Property or be a nuisance or menace to other tenants or neighboring Property.
- 5. <u>Compliance with Environmental Laws</u>. The Tenant agrees to comply fully and in a timely manner with, and to cause all employees, agents, contractors and subcontractors and any other persons occupying or present on the Property to comply with all applicable federal, state and local laws, regulations, guidelines, codes and other legal requirements relating to the generation, presence, use, handling, release, storage, transport and disposal of hazardous waste ("Hazardous Waste"), located or present on the Property. The Tenant and hold the Owner harmless against any and all claims, liabilities, penalties, response costs, losses, damages and expenses (including all litigation costs and reasonable attorneys' fees) arising out of or relating to the use, generation, storage, presence, release, transport or disposal of Hazardous Waste which is or was attributable to the Tenant's activities or the activities of the Tenant's agents or

contractors during the term of this Lease or during the Tenant's occupancy of the Property. This agreement to indemnify, defend and hold harmless shall survive the termination of this Lease.

- 6. <u>Subletting and Assignment</u>. The Tenant shall not sublet any portion of the Property, or transfer or assign this Lease without the prior written consent of the Owner, which consent shall not be unreasonably withheld.
- 7. <u>Utilities</u>. The Owner shall pay monthly for all utilities furnished to the building, including electricity, fuel oil, gas, sewer and water use charges. The Tenant shall pay for all utilities furnished to its dedicated lease space where separated metered service is so provided. The Owner will monthly bill Tenant for metered services for Tenant's dedicated space and the Tenant shall within fifteen (15) days thereafter reimburse the Owner for the expense. The Owner shall provide, at its sole expense, Tenant access to facilities for garbage removal. The Tenant shall provide for the timely removal of all of its recyclable materials at its own expense. The Owner shall provide for common internet service for the Tenant and all other building tenants, inclusive of a wireless router and wired connection to the Tenant's dedicated lease space. The Tenant shall be solely responsible for payment of its telephone service.
- 8. <u>Owners' Right of Entry</u>. The Owner or Owner's agents may, at reasonable times, enter the leased Property for inspection, and may show the Property to prospective tenants within ninety (90) days of the end of the term, or any extension of the term. Entry on to the Property by the Owner or Owner's agents may not unreasonably interfere with

the Tenant's business operations, except in the case of an emergency.

- 9. Improvements, Alterations. Fixtures and Signs. The Tenant shall not make or authorize improvements or alterations to the Property, or the installation of fixtures, without the prior written consent of the Owner. If the Owner permits improvements, alterations or the installation of fixtures, then they shall remain with the Property at the termination of the Lease, or any extension of the Lease, unless the Owner specifically otherwise agrees in writing. This provision shall not prohibit the Tenant from painting or installing wall hangings in the interior of its dedicated lease space. This provision shall not apply to trade fixtures, which are governed by Section 10 below. The Owner shall provide entrance signage for the building. The Tenant may, at its sole expense, install signs within the Tenant's dedicated lease space, provided that the Tenant shall first obtain the prior written approval of the Owner. The Tenant is expressly prohibited from installing signs on any portion of the building or grounds, except for the Tenant's dedicated lease space. The Tenant shall remove all of the Tenant's signs on termination of this Lease, or any extension of this Lease, such removal to be done at the Tenant's sole expense, and in a good work-like manner.
- 10. <u>Trade Fixtures</u>. After first obtaining the written consent of the Owner, which consent shall not unreasonably be held, the Tenant may install and maintain any and all additional counter, shelving, interior sign, machinery, equipment, personal Property, and other trade fixtures which may be necessary in the operation of its business and the Tenant may remove such items on termination of this Lease, provided however, that the

Tenant shall leave the premises in the same condition of repair as they were prior to the installation of these trade fixtures, excepting only reasonable wear. Any trade fixtures left more than thirty (30) days after termination of the lease term shall become the Property of the Owner at the Owner's election, without the need to compensate the Tenant.

11. Repairs and Maintenance. Subject to application of the Tenant's maintenance fee, the Owner shall, at the Owner's sole expense, keep and maintain in good repair the exterior, structural portions and mechanical systems and all related component parts of the Property, unless damage is caused by the negligence of the Tenant or the Tenant's patrons or guests. In addition, the Owner shall provide building security/monitoring systems, maintain all fire extinguishers and emergency lighting as part of its required fire inspection services, and shall regularly clean and provide supplies for janitorial services within the common/multipurpose space, including stocking all restrooms within the common areas. The Owner shall be responsible for all exterior cleaning and maintenance of the building exterior and grounds, including the timely removal of snow and ice which may accumulate on the exterior walks and parking areas. Except as otherwise specifically provided in this Lease, the Tenant shall, at its sole expense, keep and maintain in a clean condition and good repair the interior, nonstructural portions of its dedicated lease space, including the Tenant's private bathroom. At the termination of this Lease, or any extension of this Lease, the Tenant shall leave the Property in as good a condition as at the beginning of the term, with the exception of ordinary wear.

- 12. <u>Insurance</u>. Prior to the Tenant taking possession of the Property, the parties shall obtain the following insurance coverage which shall be maintained through the expiration of this Lease, or any extension of this Lease, including any holdover period:
- (a) <u>General Casualty Coverage</u>. The Owner shall, at the Owner's sole expense, obtain and maintain fire and extended coverage on all buildings and improvements located on the Property (but excluding Tenant personal Property, trade or other fixtures, and Tenant improvements), insuring against loss by fire and extended vandalism coverage in an amount of not less than eighty percent (80%) of the full replacement value.
- (b) <u>Comprehensive General Liability Coverage</u>. The Tenant shall, at the Tenant's sole expense, obtain and maintain insurance against all claims for personal injury, death or other public liability occurring on or about the leased Property, with the following minimum limits:

General Aggregate: \$1,000,000.00

Personal and Advertising Injury \$500,000.00

Each Occurrence \$500,000.00

All such insurance policies shall include, without limitation, coverage for claims or actions by or against or involving independent contractors, and contractual liability under this Lease. All such insurance policies shall specifically name the Owner as an additional insured. The Tenant shall not act or permit any act that shall render such policy invalid or that shall affect coverage validity. If the Tenant fails to carry such insurance and or pay all required insurance premiums, or if insurance coverage lapses for any reason, the

Owner may then obtain replacement insurance in the Owner's name to comply with this subsection, and any premium cost paid by the Owner shall be added to the Tenant's rent on this Lease and shall be immediately payable by the Tenant together with interest at the rate of seven percent (7%) per annum.

The Tenant agrees to fully indemnify and hold the Owner harmless against any and all claims, debts, demands or obligations which may be made against the Owner or against the Owner's title to the Property arising by reason of any negligent act or omission of the Tenant, or the Tenant's agents, employees, independent contractors, guests and customers. If it becomes necessary for the Owner to defend any action seeking to impose any such liability, the Tenant shall pay all of the costs, expenses and reasonable attorney's fees incurred by Owner in such defense, in addition to any other sums which the Owner may be called on to pay by reason of the entry of a judgment or decree against the Owner in the litigation in which such claim is asserted, unless the Tenant is found to be not liable.

(c) <u>Tenant Personal Property, Fixture and Improvements Coverage</u>. The Tenant shall, at the Tenant's sole expense, obtain and maintain a policy of coverage insuring Tenant's personal Property, trade or other fixtures and Tenant improvements (if any) in the amount of the full replacement value of such Property. The Tenant shall fully indemnify and hold the Owner harmless with respect to any damage to the Tenant's personal Property trade or other fixtures and Tenant improvements, from any cause whatsoever.

- (d) <u>Tenant's Loss of Earnings</u>. The Tenant shall, at the Tenant's sole expense, obtain and maintain a policy of coverage insuring against direct or indirect loss to the Tenant's earnings attributable to the leased Property in an amount that will properly reimburse the Tenant. The policy shall include a loss payable clause in favor of the Owner. The Tenant shall fully indemnify and hold the Owner harmless with respect to earnings attributable to the leased Property, from any cause whatsoever.
- (e) <u>Employment Coverage</u>. The Tenant shall, at the Tenant's sole expense, obtain and maintain policies of coverage for workers' compensation and employer's liability insurance as may be required by the State of Wisconsin.
- (g) General Requirements. All insurance required under this Section shall be written by companies duly qualified to do business in the State of Wisconsin with a general policyholder's rating of at least "A" and a financial rating of at least Class XI, as rated in the latest edition of Best's Insurance Guide. No insurance policy required of the Tenant shall be cancelable or subject to reduction of coverage or modification except after thirty (30) days prior written notice to Owner. The Tenant shall deliver to the Owner copies of such policies or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Owner.
- 13. Rules and Scheduled Use of Common/Multipurpose Space. The Owner may, in its sole discretion, adopt and enforce reasonable rules, procedures and schedules for all tenant use of the common/multipurpose space, including meeting rooms, multipurpose programming areas and warming kitchen. Notwithstanding this provision,

the Owner shall consult with the Tenant and all other tenants prior to creating such rules, procedures and schedules, in order to reasonably accommodate all users in an orderly and effective manner. A copy of the initial rules for Tenant use are attached and incorporated as <u>Exhibit A</u> to this Lease.

- 14. <u>Damage or Destruction</u>. If the leased Property is damaged or destroyed in whole or in part by fire or other casualty during the term of this Lease, or any extension of this Lease, the Owner shall, at the Owner's expense, repair and restore the leased Property to a tenantable condition, and the rent shall abate entirely in case the leased Property is not tenantable, or pro rata for the portion rendered not tenantable; provided, however, that in case the building shall be destroyed to the extent of more than one-half of the value thereof, either the Owner or Tenant may terminate this Lease immediately by notice given to the other, if the notice is provided within 30 days of the casualty.
- 15. <u>Taxes</u>. To the extent that the Property may become subject to payment of real estate taxes or any manner of payment in lieu of such taxes (PILOT), the Owner shall pay all real estate taxes, PILOT, or special assessments levied against all or any part of the leased Property. The Tenant shall pay all taxes levied against the Tenant's personal Property located on the leased Property.
- 16. <u>Possession and Occupancy</u>. The Tenant shall be entitled to possession and occupancy of the leased property on October 28, 2024, or at an earlier date if building construction has been completed, for the limited purpose of preparing the leased Property for business. The Tenant shall not be open to the public for business prior to November

- 1, 2024. During the term of this Lease, and any extension of this Lease, the Tenant shall be in complete and exclusive possession of the leased Property, provided that the Tenant abides by all terms and conditions of this Agreement.
- 17. <u>Holdover</u>. There shall be no automatic renewal of this Lease, except as may be otherwise specifically provided in Section 2 above. Any holdover of possession by Tenant on the expiration of this Lease shall create a month-to-month tenancy on the Lease terms in effect immediately prior to such expiration, and shall not create a year-to-year tenancy.
- 18. Condemnation. In the event (a) the whole of the Property shall be taken or condemned for a public or quasi-public use or purpose by a competent authority, or (b) such a portion of the Property shall be taken so that the balance cannot be used for the same purpose and with substantially the same utility to the Tenant as immediately prior to such taking, this Lease shall terminate upon delivery of possession to the condemning authority. The Tenant shall continue to pay rent and other charges until the Lease is terminated. In the event only a part of the Property is taken or condemned but the Property or the part remaining can still be used for the same purpose and with substantially the same utility to the Tenant as immediately prior to such taking, this Lease shall not terminate but shall continue in full force and effect. The Tenant shall have the right to claim and recover from the condemning authority, but not from the Owner, such compensation as may be separately awarded to the Tenant for any damage to the Tenant's business by reason or such condemnation.

19. **Default**. If the Tenant defaults in the payment of rent, or any portion of rent, for

a period of ten (10) days after due, or if the Tenant is in default of any other provision of

this Lease for a period of thirty (30) days after receiving written notice thereof from the

Owner, then the Owner may terminate this Lease and take possession of the leased

Property, or pursue any other available legal remedy. If the Owner is in default of any

other provision of this Lease for a period of thirty (30) days after receiving written notice

thereof from the Tenant, then the Tenant may terminate this Lease and surrender

possession of the leased Property, or pursue any other available legal remedy.

20. **Legal Costs and Expenses**. In any legal proceedings instituted by either the

Owner or Tenant for the enforcement of the terms and conditions of this Lease, the

successful party shall be reimbursed by the other party for all reasonable costs, expenses

and attorneys' fees.

21. **Notices**. All notices which may be or are required to be given by either party

to the other under the terms of this Lease shall be in writing. Notices may be personally

delivered if an admission of service is signed by the receiving party, or else shall be sent

by United States certified mail, return receipt requested, addressed as follows:

TO OWNER: ATTN: City Administrator

Waupun City Hall 201 E. Main Street Waupun, WI 53963

TO TENANT: Waupun Area Food Pantry, Inc.

12 S. Mill Street (current)

520 McKinley St, Suite B (future)

Waupun, WI 53963

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Notices shall be conclusively deemed	d to be made on the 2nd day after the date of mailing
by certified mail or on the date of ac	ctual receipt if the notice is personally delivered. A
party's address may be changed at a	ny time by notice to the other party as provided here.
Dated this day of	, 2024.
	City of Waupun Owner
	By: Katharine Schlieve Authorized Agent
	Waupun Area Food Pantry, Inc. Tenant
	By: Authorized Agent

## ATTACHMENT A

Waupun Community Center Priority Reservation Guidelines

# PRIORITY ACCESS TO THE FACILITY WILL BE GIVEN AS FOLLOWS:

- 1. Emergency Management/Disaster Relief
- 2. Elections
- 3. Recreation Department Use (Senior Center and Other Programming)
- 4. City Department Reserved Use
- 5. Building Tenant Reserved Use
- 6. Public/Private Reserved Use

## **BUILDING RESERVATIONS:**

All users will be required to use the provided scheduling system to schedule rooms. Building Tenant Users and Public/Private Users may not reserve more than 90 days in advance. Building tenants have access to all times and areas of the facility scheduled for open community recreation programming. In addition, they may schedule rooms as follows:

## **TENANT ROOM ACCESS GUIDELINES:**

Gymnasium:	<ul> <li>Open community gym time may be accessed whenever available and as scheduled on the community calendar.</li> <li>Exclusive use - scheduled events for large groups (20 or more people) is reserved via community calendar up to 90 days in advance if space is available.</li> </ul>
Kitchen / Dining Multi-Purpose Room: Conference Room	<ul> <li>Open community time may be accessed by tenants whenever available and whenever scheduled on the community calendar.</li> <li>Exclusive use - reserved via community calendar up to 90 days in advance.</li> <li>If space is available (not reserved) can be utilized same day as needed, but must be reserved via electronic scheduling system.</li> </ul>
Sitting Room:	If space is available (not reserved) can be utilized same day as needed, but must be reserved via electronic scheduling system.
Billiards Room:	Not available for reservations
Fitness Center	Membership only; Not available for reservations
Laundry Area:	Tenants have access as needed



# **AGENDA SUMMARY SHEET**

MEETING DATE: 10/8/24 TITLE: Commercial Lease Agreement with REACH

Waupun for 520 McKinley St, Suite C

**AGENDA SECTION:** CONSIDERATION - ACTION

**PRESENTER:** Kathy Schlieve, City Administrator

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

#### **SUMMARY:**

The lease agreement for REACH Waupun to occupy a tenant space in the community enter is included for review and approval.

## **STAFF RECOMMENDATION:**

Approve the lease agreement as presented

## **ATTACHMENTS:**

**REACH Waupun Lease Agreement** 

## **RECOMMENDED MOTION:**

Motion to authorize the Commercial Lease Agreement with REACH Waupun to located at 520 McKinley St, Suite C as presented.

#### COMMERCIAL LEASE

THIS LEASE is made between The City of Waupun, a Wisconsin municipal corporation ("the Owner"), and REACH Waupun, a Wisconsin non-profit corporation ("the Tenant").

It is agreed between the parties, in consideration of the terms contained here, that the Owner shall lease to the Tenant the Property described below on the following terms:

- 1. **Property**. The property subject to this Lease shall be located in a commercial building located at 520 McKinley Street, Waupun, Wisconsin, Suite C, and shall include dedicated lease space of approximately 1,540 square feet in area, together with shared common access to common/multi-purpose space approximately 13,721 square feet in area ("the Property"). The Owner shall furnish and properly maintain furniture, fixtures and equipment, including a warming kitchen, for common tenant use in the common/multipurpose space. The Tenant shall be permitted to inspect the Property prior to taking possession so as to accept the Property as being in a good condition as of the beginning of the Lease term.
- 2. <u>Term</u>. The term of this Lease shall be for five (5) years, commencing on November 1, 2024. Notwithstanding this provision, the commencement of this Lease shall be delayed, at no cost to the Tenant, to the first day of the month following issuance of an occupancy permit by the City of Waupun Building Inspector, or such other date as mutually agreed by the Owner and Tenant. The Tenant shall have the option of extending this Lease for an additional two (2) year period on the same initial terms as provided here.

Thereafter, the Tenant shall have the option of extending this Lease for an additional three (3) year term, provided that the base rent identified below shall be increased by a rate of one and one-half percent (1.5%) annually for each year of this extended term. The Tenant shall exercise any option(s) to extend the term of this Lease by providing the Owner with written notice not less than one (1) year prior to the expiration of the term then in effect. Except for any base rate adjustment identified above, or as provided elsewhere in this Lease, any extension shall be on the same terms and conditions as the original term.

3. Rent and Security Deposit. The Tenant shall pay to the Owner in advance on the first day of each calendar month during the initial term of this Lease a base monthly rental of One Thousand Dollars (\$1,000.00), together with an additional monthly maintenance fee of Two Hundred Fifty Dollars (\$250.00) per month for the first year of this Lease. Thereafter, the maintenance fee shall be increased annually at a rate as determined by the Midwest Urban Consumer Price Index (CPI) for the preceding year. This maintenance fee shall apply to maintaining the heating, plumbing and electrical system for the building, including without limitation, maintaining the exterior and interior structural portions of the building.

Monthly rental and maintenance fees shall be made payable to the Owner and shall be mailed or personally delivered to the Owner at the Owner's address as set forth below. If the Tenant elects to extend the term of this Lease, then the rental shall be set at an amount to be agreed on by the parties at the time of the extension.

The Owner waives the required security deposit.

- 4. <u>Use and Compliance with Laws</u>. This Property shall be used for operation of a community food bank for area families and individuals in need, weekly provision and service of free meals for those in need, and other related uses only. The Tenant shall not use or occupy the Property for any unlawful purpose and agrees to comply with all present and future laws, ordinances, regulations and orders of the United States, the local municipality, the State of Wisconsin, or any agency or subdivision thereof, relating to the leased Property. The Tenant shall not perform any acts or carry on any practices which may injure the Property or be a nuisance or menace to other tenants or neighboring Property.
- 5. Compliance with Environmental Laws. The Tenant agrees to comply fully and in a timely manner with, and to cause all employees, agents, contractors and subcontractors and any other persons occupying or present on the Property to comply with all applicable federal, state and local laws, regulations, guidelines, codes and other legal requirements relating to the generation, presence, use, handling, release, storage, transport and disposal of hazardous waste ("Hazardous Waste"), located or present on the Property. The Tenant and hold the Owner harmless against any and all claims, liabilities, penalties, response costs, losses, damages and expenses (including all litigation costs and reasonable attorneys' fees) arising out of or relating to the use, generation, storage, presence, release, transport or disposal of Hazardous Waste which is or was attributable to the Tenant's activities or the activities of the Tenant's agents or

contractors during the term of this Lease or during the Tenant's occupancy of the Property. This agreement to indemnify, defend and hold harmless shall survive the termination of this Lease.

- 6. <u>Subletting and Assignment</u>. The Tenant shall not sublet any portion of the Property, or transfer or assign this Lease without the prior written consent of the Owner, which consent shall not be unreasonably withheld.
- 7. <u>Utilities</u>. The Owner shall pay monthly for all utilities furnished to the building, including electricity, fuel oil, gas, sewer and water use charges. The Tenant shall pay for all utilities furnished to its dedicated lease space where separated metered service is so provided. The Owner will monthly bill Tenant for metered services for Tenant's dedicated space and the Tenant shall within fifteen (15) days thereafter reimburse the Owner for the expense. The Owner shall provide, at its sole expense, Tenant access to facilities for garbage removal. The Tenant shall provide for the timely removal of all of its recyclable materials at its own expense. The Owner shall provide for common internet service for the Tenant and all other building tenants, inclusive of a wireless router and wired connection to the Tenant's dedicated lease space. The Tenant shall be solely responsible for payment of its telephone service.
- 8. <u>Owners' Right of Entry</u>. The Owner or Owner's agents may, at reasonable times, enter the leased Property for inspection, and may show the Property to prospective tenants within ninety (90) days of the end of the term, or any extension of the term. Entry on to the Property by the Owner or Owner's agents may not unreasonably interfere with

the Tenant's business operations, except in the case of an emergency.

- 9. Improvements, Alterations. Fixtures and Signs. The Tenant shall not make or authorize improvements or alterations to the Property, or the installation of fixtures, without the prior written consent of the Owner. If the Owner permits improvements, alterations or the installation of fixtures, then they shall remain with the Property at the termination of the Lease, or any extension of the Lease, unless the Owner specifically otherwise agrees in writing. This provision shall not prohibit the Tenant from painting or installing wall hangings in the interior of its dedicated lease space. This provision shall not apply to trade fixtures, which are governed by Section 10 below. The Owner shall provide entrance signage for the building. The Tenant may, at its sole expense, install signs within the Tenant's dedicated lease space, provided that the Tenant shall first obtain the prior written approval of the Owner. The Tenant is expressly prohibited from installing signs on any portion of the building or grounds, except for the Tenant's dedicated lease space. The Tenant shall remove all of the Tenant's signs on termination of this Lease, or any extension of this Lease, such removal to be done at the Tenant's sole expense, and in a good work-like manner.
- 10. <u>Trade Fixtures</u>. After first obtaining the written consent of the Owner, which consent shall not unreasonably be held, the Tenant may install and maintain any and all additional counter, shelving, interior sign, machinery, equipment, personal Property, and other trade fixtures which may be necessary in the operation of its business and the Tenant may remove such items on termination of this Lease, provided however, that the

Tenant shall leave the premises in the same condition of repair as they were prior to the installation of these trade fixtures, excepting only reasonable wear. Any trade fixtures left more than thirty (30) days after termination of the lease term shall become the Property of the Owner at the Owner's election, without the need to compensate the Tenant.

11. Repairs and Maintenance. Subject to application of the Tenant's maintenance fee, the Owner shall, at the Owner's sole expense, keep and maintain in good repair the exterior, structural portions and mechanical systems and all related component parts of the Property, unless damage is caused by the negligence of the Tenant or the Tenant's patrons or guests. In addition, the Owner shall provide building security/monitoring systems, maintain all fire extinguishers and emergency lighting as part of its required fire inspection services, and shall regularly clean and provide supplies for janitorial services within the common/multipurpose space, including stocking all restrooms within the common areas. The Owner shall be responsible for all exterior cleaning and maintenance of the building exterior and grounds, including the timely removal of snow and ice which may accumulate on the exterior walks and parking areas. Except as otherwise specifically provided in this Lease, the Tenant shall, at its sole expense, keep and maintain in a clean condition and good repair the interior, nonstructural portions of its dedicated lease space, including the Tenant's private bathroom. At the termination of this Lease, or any extension of this Lease, the Tenant shall leave the Property in as good a condition as at the beginning of the term, with the exception of ordinary wear.

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- (a) <u>General Casualty Coverage</u>. The Owner shall, at the Owner's sole expense, obtain and maintain fire and extended coverage on all buildings and improvements located on the Property (but excluding Tenant personal Property, trade or other fixtures, and Tenant improvements), insuring against loss by fire and extended vandalism coverage in an amount of not less than eighty percent (80%) of the full replacement value.
- (b) <u>Comprehensive General Liability Coverage</u>. The Tenant shall, at the Tenant's sole expense, obtain and maintain insurance against all claims for personal injury, death or other public liability occurring on or about the leased Property, with the following minimum limits:

General Aggregate: \$1,000,000.00

Personal and Advertising Injury \$ 500,000.00

Each Occurrence \$500,000.00

All such insurance policies shall include, without limitation, coverage for claims or actions by or against or involving independent contractors, and contractual liability under this Lease. All such insurance policies shall specifically name the Owner as an additional insured. The Tenant shall not act or permit any act that shall render such policy invalid or that shall affect coverage validity. If the Tenant fails to carry such insurance and or pay all required insurance premiums, or if insurance coverage lapses for any reason, the

Owner may then obtain replacement insurance in the Owner's name to comply with this subsection, and any premium cost paid by the Owner shall be added to the Tenant's rent on this Lease and shall be immediately payable by the Tenant together with interest at the rate of seven percent (7%) per annum.

The Tenant agrees to fully indemnify and hold the Owner harmless against any and all claims, debts, demands or obligations which may be made against the Owner or against the Owner's title to the Property arising by reason of any negligent act or omission of the Tenant, or the Tenant's agents, employees, independent contractors, guests and customers. If it becomes necessary for the Owner to defend any action seeking to impose any such liability, the Tenant shall pay all of the costs, expenses and reasonable attorney's fees incurred by Owner in such defense, in addition to any other sums which the Owner may be called on to pay by reason of the entry of a judgment or decree against the Owner in the litigation in which such claim is asserted, unless the Tenant is found to be not liable.

(c) <u>Tenant Personal Property, Fixture and Improvements Coverage</u>. The Tenant shall, at the Tenant's sole expense, obtain and maintain a policy of coverage insuring Tenant's personal Property, trade or other fixtures and Tenant improvements (if any) in the amount of the full replacement value of such Property. The Tenant shall fully indemnify and hold the Owner harmless with respect to any damage to the Tenant's personal Property trade or other fixtures and Tenant improvements, from any cause whatsoever.

- (d) <u>Tenant's Loss of Earnings</u>. The Tenant shall, at the Tenant's sole expense, obtain and maintain a policy of coverage insuring against direct or indirect loss to the Tenant's earnings attributable to the leased Property in an amount that will properly reimburse the Tenant. The policy shall include a loss payable clause in favor of the Owner. The Tenant shall fully indemnify and hold the Owner harmless with respect to earnings attributable to the leased Property, from any cause whatsoever.
- (e) <u>Employment Coverage</u>. The Tenant shall, at the Tenant's sole expense, obtain and maintain policies of coverage for workers' compensation and employer's liability insurance as may be required by the State of Wisconsin.
- (g) General Requirements. All insurance required under this Section shall be written by companies duly qualified to do business in the State of Wisconsin with a general policyholder's rating of at least "A" and a financial rating of at least Class XI, as rated in the latest edition of Best's Insurance Guide. No insurance policy required of the Tenant shall be cancelable or subject to reduction of coverage or modification except after thirty (30) days prior written notice to Owner. The Tenant shall deliver to the Owner copies of such policies or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Owner.
- 13. Rules and Scheduled Use of Common/Multipurpose Space. The Owner may, in its sole discretion, adopt and enforce reasonable rules, procedures and schedules for all tenant use of the common/multipurpose space, including meeting rooms, multipurpose programming areas and warming kitchen. Notwithstanding this provision,

the Owner shall consult with the Tenant and all other tenants prior to creating such rules, procedures and schedules, in order to reasonably accommodate all users in an orderly and effective manner. A copy of the initial rules for Tenant use are attached and incorporated as <u>Exhibit A</u> to this Lease.

- 14. <u>Damage or Destruction</u>. If the leased Property is damaged or destroyed in whole or in part by fire or other casualty during the term of this Lease, or any extension of this Lease, the Owner shall, at the Owner's expense, repair and restore the leased Property to a tenantable condition, and the rent shall abate entirely in case the leased Property is not tenantable, or pro rata for the portion rendered not tenantable; provided, however, that in case the building shall be destroyed to the extent of more than one-half of the value thereof, either the Owner or Tenant may terminate this Lease immediately by notice given to the other, if the notice is provided within 30 days of the casualty.
- 15. <u>Taxes</u>. To the extent that the Property may become subject to payment of real estate taxes or any manner of payment in lieu of such taxes (PILOT), the Owner shall pay all real estate taxes, PILOT, or special assessments levied against all or any part of the leased Property. The Tenant shall pay all taxes levied against the Tenant's personal Property located on the leased Property.
- 16. <u>Possession and Occupancy</u>. The Tenant shall be entitled to possession and occupancy of the leased property on October 28, 2024, or at an earlier date if building construction has been completed, for the limited purpose of preparing the leased Property for business. The Tenant shall not be open to the public for business prior to November

- 1, 2024. During the term of this Lease, and any extension of this Lease, the Tenant shall be in complete and exclusive possession of the leased Property, provided that the Tenant abides by all terms and conditions of this Agreement.
- 17. <u>Holdover</u>. There shall be no automatic renewal of this Lease, except as may be otherwise specifically provided in Section 2 above. Any holdover of possession by Tenant on the expiration of this Lease shall create a month-to-month tenancy on the Lease terms in effect immediately prior to such expiration, and shall not create a year-to-year tenancy.
- 18. Condemnation. In the event (a) the whole of the Property shall be taken or condemned for a public or quasi-public use or purpose by a competent authority, or (b) such a portion of the Property shall be taken so that the balance cannot be used for the same purpose and with substantially the same utility to the Tenant as immediately prior to such taking, this Lease shall terminate upon delivery of possession to the condemning authority. The Tenant shall continue to pay rent and other charges until the Lease is terminated. In the event only a part of the Property is taken or condemned but the Property or the part remaining can still be used for the same purpose and with substantially the same utility to the Tenant as immediately prior to such taking, this Lease shall not terminate but shall continue in full force and effect. The Tenant shall have the right to claim and recover from the condemning authority, but not from the Owner, such compensation as may be separately awarded to the Tenant for any damage to the Tenant's business by reason or such condemnation.

19. **Default**. If the Tenant defaults in the payment of rent, or any portion of rent, for

a period of ten (10) days after due, or if the Tenant is in default of any other provision of

this Lease for a period of thirty (30) days after receiving written notice thereof from the

Owner, then the Owner may terminate this Lease and take possession of the leased

Property, or pursue any other available legal remedy. If the Owner is in default of any

other provision of this Lease for a period of thirty (30) days after receiving written notice

thereof from the Tenant, then the Tenant may terminate this Lease and surrender

possession of the leased Property, or pursue any other available legal remedy.

20. **Legal Costs and Expenses**. In any legal proceedings instituted by either the

Owner or Tenant for the enforcement of the terms and conditions of this Lease, the

successful party shall be reimbursed by the other party for all reasonable costs, expenses

and attorneys' fees.

21. **Notices**. All notices which may be or are required to be given by either party

to the other under the terms of this Lease shall be in writing. Notices may be personally

delivered if an admission of service is signed by the receiving party, or else shall be sent

by United States certified mail, return receipt requested, addressed as follows:

TO OWNER: ATTN: City Administrator

Waupun City Hall 201 E. Main Street Waupun, WI 53963

TO TENANT: REACH Waupun

PO Box 302

Waupun, WI 53963

Notices shall be conclusively deemed to be made on the 2nd day after the date of mailing

12

by certified	mail or on t	he date of act	ual receipt if the notion	ce is personally delivered.	Α
party's addr	ress may be	changed at any	y time by notice to the	e other party as provided her	e.
Date	ed this	day of	,	, 2024.	
			City of Waupun Owner		
		E	By: Katharine Schlieve Authorized Agent		
			REACH Waupun Tenant		
		E	By: Authorized Agent		

## ATTACHMENT A

Waupun Community Center Priority Reservation Guidelines

# PRIORITY ACCESS TO THE FACILITY WILL BE GIVEN AS FOLLOWS:

- 1. Emergency Management/Disaster Relief
- 2. Elections
- 3. Recreation Department Use (Senior Center and Other Programming)
- 4. City Department Reserved Use
- 5. Building Tenant Reserved Use
- 6. Public/Private Reserved Use

## **BUILDING RESERVATIONS:**

All users will be required to use the provided scheduling system to schedule rooms. Building Tenant Users and Public/Private Users may not reserve more than 90 days in advance. Building tenants have access to all times and areas of the facility scheduled for open community recreation programming. In addition, they may schedule rooms as follows:

## **TENANT ROOM ACCESS GUIDELINES:**

Gymnasium:	<ul> <li>Open community gym time may be accessed whenever available and as scheduled on the community calendar.</li> <li>Exclusive use - scheduled events for large groups (20 or more people) is reserved via community calendar up to 90 days in advance if space is available.</li> </ul>
Kitchen / Dining Multi-Purpose Room: Conference Room	<ul> <li>Open community time may be accessed by tenants whenever available and whenever scheduled on the community calendar.</li> <li>Exclusive use - reserved via community calendar up to 90 days in advance.</li> <li>If space is available (not reserved) can be utilized same day as needed, but must be reserved via electronic scheduling system.</li> </ul>
Sitting Room:	If space is available (not reserved) can be utilized same day as needed, but must be reserved via electronic scheduling system.
Billiards Room:	Not available for reservations
Fitness Center	Membership only; Not available for reservations
Laundry Area:	Tenants have access as needed



# **AGENDA SUMMARY SHEET**

MEETING DATE: 10/8/24 TITLE: Gift Agreement with SSM Health/Waupun

Memorial Hospital for the Waupun Community

Center Fitness Center

**PRESENTER:** Kathy Schlieve, City Administrator

**CONSIDERATION - ACTION** 

DEPARTMENT GOAL(S) SUPPORTED (if applicable)	FISCAL IMPACT	
High Performance Government	\$125,000 Sponsorship Revenue	

#### **SUMMARY:**

Attached is a Sponsorship Agreement with SSM Health specific to sponsorship of the fitness center at the new community center. This sponsorship includes the donation of fitness equipment and cash to support ongoing maintenance and operation of the center.

#### STAFF RECOMMENDATION:

**AGENDA SECTION:** 

Approve the agreement as presented

#### **ATTACHMENTS:**

Sponsorship Agreement with SSM Health

## **RECOMMENDED MOTION:**

Motion to approve the Gift Agreement for the Waupun Community Center fitness center with SSM Health/Waupun Memorial Hospital

## CITY OF WAUPUN GIFT AGREEMENT

This Gift Agreement (the "Agreement") made this \_\_\_\_day of \_\_\_, 2024 between the City of Waupun, with its City Hall office located at 201 E. Main Street, Waupun, Wisconsin, 53963, a municipal corporation under the laws of the State of Wisconsin, ("City"), AND SSM Health / Waupun Memorial Hospital with its corporate addresses located at 620 W Brown Street, Waupun, WI 53963, ("Sponsor").

## **RECITALS**

**WHEREAS,** the City owns and operates certain real property and facilities currently known as the Waupun Community Center, located at 520 McKinley Street, Waupun, Wisconsin, 53963, (the "Facility"); and

**WHEREAS,** the 22,000 square foot Facility consists of, in part, a Fitness Center; and group gathering space that will be used for the purpose of serving the community with recreation and wellness programming, (the "Facility"); and

**WHEREAS,** the parties desire to enter into an Agreement pursuant to which the City will grant to Sponsor sponsorship naming rights with respect to the Fitness Center in return for certain benefits set forth below.

**NOW THEREFORE,** in consideration of the forgoing Facility, the City and Sponsor hereby agree as follows:

## **TERMS**

## 1. SPONSORSHIP ACKNOWLEDGEMENT.

In consideration of the sponsorship herein, the City hereby provides to Sponsor acknowledgement via a city purchased plaque placed inside the Fitness Center that displays the logo and the name of Sponsor. In addition, the City will display Sponsor acknowledgement on a donor wall to be located near the main entrance of the facility.

#### 2. TERM OF SPONSORSHIP.

This sponsorship term is for a 10-year period, beginning December 1, 2024 and ending December 1, 2034. Sponsor will have a right of first negotiation with respect to an extension of naming rights on expiration of this term, at which time the City shall offer Sponsor the right to negotiate exclusively, reasonably and in good faith for such extension for a period of ninety (90) days. If Sponsor does not wish to extend, or if Sponsor and City do not execute a written extension of naming rights within such ninety (90) day period, then City shall be free to negotiate and enter into an agreement for sponsorship with any third party.

## 3. GOODS, SERVICES OR FINANCIAL CONTRIBUTION PROVIDED BY SPONSOR.

In return for aforementioned acknowledgement, Sponsor shall provide to the City one hundred twenty-five thousand dollars (\$125,000) in equipment donation, in-kind services and/or cash to be paid as follows: Exercise equipment and supplies donated and installed by October 31, 2024 valued at \$64,903.11, and the remaining \$60,096.89 cash to be paid by December 31, 2024.

#### 4. FINANCIAL CONTRIBUTION.

The financial contribution will be used at the discretion of the City to assist in purchasing and maintaining furnishings, technology, equipment, and other expenses associated with the fitness center and facility operations.

## 5. SIGNAGE.

The City shall be responsible for the initial fabrication and installation costs of the signage, and for any subsequent maintenance of the signage after installation. Sponsor may change the content of the signage at its own expense upon receipt of City approval (which work will be performed by the City and billed to Sponsor at actual cost). Any damage to the signage caused by any party other than Sponsor will be repaired by the City at its own expense. Sign design is subject to sponsor approval in accordance with point 6 of this agreement.

#### 6. USE OF MARKS

The Sponsor and City agree to use each other's logo to recognize SSM Health/Waupun Memorial Hospital in connection with the Community Center throughout the term of this agreement. Any material, in any format, including print or web advertisement, brochures, promotional documentation, signage, where any of Sponsor's Marks are displayed or otherwise used, shall be submitted to Sponsor Organization for its prior written approval before it is made available to the public or circulated.

#### 7. EXCLUSIVITY

During the term of this Agreement SSM Health / Waupun Memorial Hospital will be granted exclusivity in the health services category, for all visibility within the Community Center. Accordingly, the City of Waupun undertakes that no other healthcare institution will be associated with the Project in any manner during the Term, unless otherwise agreed in writing by the Sponsor.

## 8. SPONSORSHIP SUBJECT TO APPROVAL BY CITY.

Extent of Sponsor acknowledgement will be determined by the City and is outlined above. Sponsor must meet City approval per City Policy; *Naming Rights, Donations and Sponsorships*, ("Policy"). Sponsorship is not accepted related to tobacco, alcohol, illegal drugs, or weapons; which contain vulgar and plainly offensive, obscene, or sexually explicit language, advocates the violation of law or City policy; advances any religious or political organization; promotes supporting or opposition of a candidate for elected office or a ballot measure; which associated with any company or individual whose actions are inconsistent with the City's mission and goals or community values; is libelous; inhibits the functioning of the City; or otherwise in violation of the law.

## 9. INDEMNIFICATION.

Sponsor agrees to indemnify the City, its agents, employees and officials for and defend them against all actions, claims, demands, loss or expense of any kind or nature which the City, its agents, its employees and officials shall incur or sustain by reason of any claim, demand, investigation, or litigation resulting from messages displayed on sponsorship devices by or at the request of Sponsor, including but not limited to, claims, demands, or litigation alleging that the messages or activities are defamatory, constitute illegal competition or trade practice, contain infringement of trademarks or trade names, or constitute violation of rights of privacy or infringements of copyrights and proprietary rights, notwithstanding, the City's prior inspection of any sponsorship material and the

City's failure to object to its display. This provision shall survive any cancellation or termination of this agreement.

## 10. TERMINATION

Naming recognition is provided to Sponsors that exemplify the attributes of integrity and civic leadership. If a Sponsor for whom a naming commitment has been made violates these standards, the City may require Sponsor to discontinue displaying of any Sponsor acknowledgement within the facility. The Sponsor shall have no claim against the City for damages or otherwise, by reason of such discontinuance. Alternatively, unforeseen circumstances may make it impossible for a donor to complete a gift commitment after that commitment has been recognized by placing a name on a building, interior/exterior space or major program. The Common Council will make reasonable efforts to work with the donor to create a plan for completion of the commitment. However, in certain circumstances it may be necessary in the best interests of the City to remove the donor's name from the naming opportunity with the understanding that any donations received by the city would not be returned to the donor.

## 11. NO AGENCY OR PARTNERSHIP

Nothing contained herein shall be deemed or construed as creating an agency, partnership, or joint venture relationship between the City and Sponsor, or to cause the City to be responsible in any way for debts or obligations of Sponsor.

## 12. CONTROL OF CITY ASSETS

The City does not relinquish any aspect of the City's right to direct, manage, and control any City facility, park, program, equipment or tangible property.

## 13. ASSIGNMENT OF AGREEMENT.

This Agreement shall not be assigned without the written consent of the City, which consent shall not be unreasonably withheld.

## 14. WAIVERS.

Any failure of either party to comply with any provision of this Agreement may only be waived expressly in writing by the other party. The waiver by either party of any default or breach by the other party of any of the provisions of this Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other party of the same or another provision of this Agreement.

**IN WITNESS WEREOF**, this Agreement is executed by the City and Sponsor as of the day and year as indicated below.

CITY OF WAUPUN, WISCONSIN	SSM HEALTH / WAUPUN MEMORIAI HOSPITAL
By:	By:
Rohn W. Bishop, Mayor	Name:
Date:	
	Title:
	Date:
ATTEST:	
Angela Hull, City Clerk	



# **AGENDA SUMMARY SHEET**

**MEETING DATE:** 10/8/24 **TITLE:** Discussion: Review Recommendation

from the Board of Park and Recreation
Commission on the Alcohol Policy for the

Waupun Community Center

**AGENDA SECTION:** CONSIDERATION-ACTION

Rachel Kaminski, Recreation Program

Director

DEPARTMENT GOAL(S) SUPPORTED (if applicable)	FISCAL IMPACT	
Community & Economic Vitality		

#### **SUMMARY:**

PRESENTER:

At the September 10,2024, Council meeting, the Council reviewed the Waupun Community Center Policies and Procedures, as recommendation of adoption was brought forward from the September 3, 2024, Board of Park and Recreation Commission. Council deliberated on the allowance of alcohol on the premise as the policy outlines the rule as follows:

"The Waupun Community Center facility and grounds are alcohol free. No alcohol allowed."

Council made request to return the policy to the Board of Park and Recreation Commission for additional discussion/consideration regarding alcohol use by renters of the building. On September 30, 2024, the Board of Park and Recreation Commission met and deliberated the section in the proposed policy. The Board is returning their recommendation to the Council as follows:

"The Waupun Community Center maintains an alcohol-free environment for regular operations. Private events may request to offer alcohol, but no sales of alcohol may be conducted during their events."

Staff also fielded a complaint from neighbors in the vicinity of the facility who explained that a standard of no alcohol at the facility was made when the Historical Society owned the building because it is a residential area, and that decision was made as an outcome of a public hearing. They are asking that this standard be upheld, or that a public hearing be held to gather input before the decision is made, as the decision would impact their neighborhood.

## **STAFF RECOMMENDATION:**

This is for discussion only. Return to Board of Park and Recreation Commission if needed to direct staff to update policies and return to council for approval.

#### **ATTACHMENTS:**

#### **RECOMMENDED MOTION:**

Discussion only



Are you ready for a Rootin' Tootin' good time raising funds for the REACH Waupun organization? Homan Auto Group is organizing an evening fund raiser including Dinner, Auction and Entertainment at The Rock on Saturday, November 16, 2024. There will be a Social time before dinner, which will be served at 6:30. Entertainment will start at 7:30. At 9:00 we will have a presentation from REACH and a Live Auction. We are writing you today to invite you to be a table sponsor for this event. Table Sponsors are requested to donate \$1,000 to REACH WAUPUN, which includes dinner for 8.

Please fill in the form below and return to: Homan Auto Sales, Inc Attn: Lori Venhuizen 925 W. Main St. Waupun, WI 53963 by October 18, 2024. If you would like to donate an item to our auction, please list the item and Retail value below. Thank you for your assistance in making this fund raiser a night to remember and a great benefit for this worthy cause.

Name of Business:	
Number of tables you wish to sponsor:	or
Number of individual tickets: (\$125 each)	
Check enclosed:	or
Will mail Check by November 1, 2024:	
We will be donating to the auction: Item	
Value: \$	



# **AGENDA SUMMARY SHEET**

MEETING DATE: 10-8-24 TITLE: Future Meetings & Gatherings, License and

Permit Applications, Expenses
AGENDA SECTION: CONSENT AGENDA

PRESENTER: Angela Hull, Clerk

## **FUTURE MEETINGS**

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

# LICENSE/PERMIT APPLICATIONS

Operator: Amanda Buchholz, Joshua Bader, Selena Wolford, Brandon Wolford, Kylie Vandersteen, Olivia Clazmer-Mills

Taxi Driver: Frank Vanderheyden

# **EXPENSES**

Attached

## **RECOMENDED MOTION:**

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

Page: 1 Oct 03, 2024 11:58AM

Report Criteria:

Report type: Summary

Invoice.Batch = "10082024","92424","92624","A","100824"

O9/27/2024 09/27/2024	Check Number	Payee	Amount	
	215	CREXENDO	458.30	
		KWIK TRIP STORES	7,533.93	
09/27/2024		PAYMENT SERVICE NETWORK INC	7.00	
09/27/2024		WELLS FARGO PAYMENT REMITT	4,259.56	
09/23/2024		CITIES AND VILLAGES MUTUAL INS	21,339.54	
09/23/2024		REGISTRATION FEE TRUST	169.50	
09/24/2024		FOND DU LAC COUNTY CLERK OF C	263.50	
09/26/2024		ROSANSKE, DANIELLE	145.00	
09/26/2024		WAUPUN UTILITIES	20.00	
10/03/2024		AMAZON CAPITAL SERVICES	55.31	
10/03/2024		ASSOCIATED APPRAISAL CONSULTA	3,200.13	
10/03/2024	108620		129.40	
10/03/2024		BATTERIES PLUS LLC	105.70	
10/03/2024		BEC ENTERPRISES LLC	3,703.41	
10/03/2024	108623		1,612.50	
			160.95	
10/03/2024		CAPITAL AUTOBODY LLC CAREW CONCRETE & SUPPLY INC	248.75	
10/03/2024			22.39	
10/03/2024		CARTRIDGE WORLD		
10/03/2024		CEDAR CORPORATION	19,893.83	
10/03/2024		CHARTER COMMUNICATIONS	149.98	
10/03/2024	108629		616.27	
10/03/2024	108630		3,347.00	
10/03/2024	108631		5,602.25	
10/03/2024		DOLLAR GENERAL	150.00	
10/03/2024		MARTENS ACE HARDWARE	611.54	
10/03/2024		FIRE-RESCUE SUPPLY LLC	1,225.00	
10/03/2024		FIRE SAFETY USA	102.65	
10/03/2024		GFL ENVIRONMENTAL	45,965.65	
10/03/2024		GRAND VALLEY INSPECTION SERVIC	14,125.35	
10/03/2024		H & R SAFETY SOLUTIONS LLC	512.00	
10/03/2024		HALRON LUBRICANTS INC	802.68	
10/03/2024		HOMAN AUTO -GATEWAY	71.98	
10/03/2024	108641	IPROMOTEU	718.42	
10/03/2024	108642		754.00	
10/03/2024	108643	JOHN FABICK TRACTOR CO	587.47	
10/03/2024	108644	KARTECHNER BROTHERS LLC	513.38	
10/03/2024	108645	KIMBALL MIDWEST	1,078.11	
10/03/2024	108646	KREUZIGER, JEFFREY D	575.00	
10/03/2024	108647	LIFESTAR EMERGENCY MEDICAL	5,500.00	
10/03/2024	108648	M.W. TIGHE ROOFING	98,911.00	
10/03/2024	108649	MENARDS - BEAVER DAM	4,161.30	
10/03/2024	108650	MICK FISCHER TROPHY AND ENGRA	22.50	
10/03/2024	108651	O'REILLY AUTOMOTIVE INC	2,098.17	
10/03/2024	108652	PIGGLY WIGGLY DISCOUNT FOODS	92.09	
10/03/2024		PIT-STOP PORTABLES	123.84	
10/03/2024		PITNEY BOWES INC	132.79	
10/03/2024	108655		1,287.16	
10/03/2024		PROS 4 TECHNOLOGY INC	4,994.50	
		R BAUMAN & ASSOCIATES SC	1,551.00	

	CD	ľΥ	OF	WA	MI.	PΙ	IN
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Check Register - Council Check Register Check Issue Dates: 9/23/2024 - 10/3/2024

Page: 2 Oct 03, 2024 11:58AM

Check Issue Date	Check Number	Payee	Amount
10/03/2024	108658	RENS FLORAL	55.95
10/03/2024	108659	SAFETY KLEEN	100.00
10/03/2024	108660	SAN-A-CARE INC	380.60
10/03/2024	108661	SMA CONSTRUCTION SERVICES	107,090.00
10/03/2024	108662	STAPLES	404.88
10/03/2024	108663	TRUCK EQUIPMENT INC	187.40
10/03/2024	108664	TRU CLEANERS LLC	4,175.61
10/03/2024	108665	UNIFORM SHOPPE	640.00
10/03/2024	108666	US CELLULAR	388.08
10/03/2024	108667	WAUPUN AREA ANIMAL SHELTER INC	1,000.00
10/03/2024	108668	WAUPUN UTILITIES	65.01
10/03/2024	108669	INSIGHT FS	467.10
10/03/2024	108670	BISHOP, ROHN	40.00
Grand Totals	:		374,706.41

Report Criteria:

Report type: Summary Invoice.Batch = "10082024","92424","92624","A","100824"

## Check Register - Register for Council - specific dates Check Issue Dates: 9/23/2024 - 10/3/2024

Page: 1 Oct 03, 2024 12:00PM

Report Criteria:

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

Invoice.Batch = "10082024","92424","92624","A","100824"

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	fnvoice Amount	Check Amount
AMAZON CAPITAL SERVICES						
AMAZON CAPITAL SERVICES	MAGNET KEY HOLDER	10/03/2024	13NG-FVKJ-V	100-10-5141-3-30	14.79	14.79
AMAZON CAPITAL SERVICES	ELECTION SUPPLIES	10/03/2024	1RXT-4VW7-3	100-10-5142-3-38	40.52	40.52
Total AMAZON CAPITAL SERVICES	3:					55.3
ASSOCIATED APPRAISAL CONSULTAN						
ASSOCIATED APPRAISAL CONSULTA	MONTHLY SERVICES-REVAL PROGRAM OCT 2024	10/03/2024	176715	100-30-5152-3-38	3,200.13	3,200.13
Total ASSOCIATED APPRAISAL CO	DNSULTAN:				_	3,200.13
AT & T						
AT & T	POLICE DEPT MONTHLY PHONE CHARGES	10/03/2024	AUG20-SEPT	100-40-5211-3-31	129.40 -	129.4
Total AT & T:					_	129.4
BATTERIES PLUS LLC	BATTERIES - SCBA'S & LIGHTS	10/02/2024	P76033115	100-50-5232-3-36	105.70	105.7
BATTERIES PLUS LLC	BATTERIES - SODA O & LIGHTS	10/03/2024	F70033 (13	100-00-0202-0-00	-	105.7
Total BATTERIES PLUS LLC:					-	105.7
BEC ENTERPRISES LLC BEC ENTERPRISES LLC	MOTOR/ACTUATOR/PARKING BRAKE	10/03/2024	INV28743	700-10-5192-3-36	3,527.34	3,527.3
BEC ENTERPRISES LLC	- 12-18 SWEEPER			700-10-0102-0-00	•	-
BEC ENTERPRISES LLC	AIR FILTER - 12-18 SWEEPER SERVICE	10/03/2024	INV28923	700-10-5192-3-36	176.07	176.0
Total BEC ENTERPRISES LLC:					-	3,703.4
BISHOP, ROHN						
BISHOP, ROHN	REIMBURSEMENT FOR CELL PHONE - OCT 2024	10/03/2024	10-1-24	100-10-5131-3-31	40.00	40.0
Total BISHOP, ROHN:					-	40.0
BLACKSTONE TECHNOLOGIES LLC						
BLACKSTONE TECHNOLOGIES LLC	COLD PATCH FOR STREETS	10/03/2024	242549	100-70-5431-3-36	1,612.50 ·	1,612.5
Total BLACKSTONE TECHNOLOG	IES LLC:					1,612.5
CAPITAL AUTOBODY LLC						
CAPITAL AUTOBODY LLC	SANDBLAST/PAINT SPARE RIMS FOR DUMP TRUCKS	10/03/2024	11442	100-70-5411-3-36	160,95	160.9
Total CAPITAL AUTOBODY LLC:						160.9
CAREW CONCRETE & SUPPLY INC						
CAREW CONCRETE & SUPPLY INC	GARAGE FLOOR DRAINS	10/03/2024	1304552	100-70-5412-3-36	248.75	248.7
Total CAREW CONCRETE & SUPI	PLY INC:				,	248.7
CARTRIDGE WORLD	MIN ON DEDIDORS	40/00/000	05055	100 40 5044 3 20	22.39	22.3
CARTRIDGE WORLD	INK CARTRIDGES	10/03/2024	+ 40400	100-40-5211-3-38	22.38	22.

## Check Register - Register for Council - specific dates Check Issue Dates: 9/23/2024 - 10/3/2024

Page: 2 Oct 03, 2024 12:00PM

Greck issue pates, 9/23/2024 - 10/3/2024						
Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total CARTRIDGE WORLD:						22.39
CEDAR CORPORATION						
CEDAR CORPORATION	PROFESSIONAL SERVICES - SENIOR/COMM CENTER - THROUGH 09-21-24	10/03/2024	121487	400-20-5513-8-00	19,413.83	19,413.83
EDAR CORPORATION	FOOD TRUCK ALLEY ENGINEERING	10/03/2024	121488	405-70-5437-8-00	480.00	480.00
Total CEDAR CORPORATION:					_	19,893.8
CHARTER COMMUNICATIONS						
HARTER COMMUNICATIONS	CITY HALL - INTERNET	10/03/2024	171156301-SE	100-10-5197-3-31	149.98 —	149.9
Total CHARTER COMMUNICATION	NS:				_	149.9
INTAS CORPORATION NO 2					50.50	50.5
INTAS CORPORATION NO 2	GARAGE SHOP TOWELS/UNIFORMS - SEPT 2024	10/03/2024	4204315927	100-70-5411-3-38	52.59	52.5
CINTAS CORPORATION NO 2	GARAGE SHOP TOWELS/UNIFORMS - SEPT 2024	10/03/2024	4205079480	100-70-5411-3-38	52.59	52.8
INTAS CORPORATION NO 2	SAFETY BUILDING RUGS - SEPT 2024	10/03/2024	4205722641	100-70-5410-3-38	91.09	91.0
INTAS CORPORATION NO 2	SENIOR CENTER RUGS - SEPT 2024	10/03/2024	4205722722	100-70-5410-3-38	54.86	54.8
INTAS CORPORATION NO 2	LIBRARY RUGS - SEPT 2024	10/03/2024	4205722735	100-70-5410-3-38	107.64	107.6
INTAS CORPORATION NO 2	CITY HALL RUGS - SEPT 2024	10/03/2024	4205722762	100-70-5410-3-38	119.98	119.9
CINTAS CORPORATION NO 2	GARAGE SHOP TOWELS/UNIFORMS - SEPT 2024	10/03/2024	4205722954	100-70-5411-3-38	86.76	86.1
CINTAS CORPORATION NO 2	GARAGE SHOP TOWELS/UNIFORMS - SEPT 2024	10/03/2024	4206446427	100-70-5411-3-38	50.76	50.7
Total CINTAS CORPORATION NO	<b>)</b> 2:				_	616.2
CITIES AND VILLAGES MUTUAL INS						
CITIES AND VILLAGES MUTUAL INS	2024 WORKERS COMP 3RD QUARTER PAYMENT- UTILITY PORTION	09/23/2024	207	100-13850	21,339.54	21,339.5
Total CITIES AND VILLAGES MUT	TUAL INS:					21,339.
CONWAY SHIELD						
CONWAY SHIELD	TURNOUT GEAR - THOMAS (COAT/PANTS)	10/03/2024	0527648	410-50-5231-4-00	3,347.00	3,347.
Total CONWAY SHIELD:						3,347.
CREXENDO						
CREXENDO	SENIOR CENTER PHONE CHARGES - SEPT 2024	09/27/2024	SEPT2024	100-20-5513-3-31	458,30	458.
Total CREXENDO:					,	458.
DESTINATION LAKE WINNEBAGO RE		4 0 10 0 10 0 0	A	420 70 5426 2 42	5,602.25	5,602.
DESTINATION LAKE WINNEBAGO R	E 70% OF ROOM TAX - AUGUST 2024	10/03/2024	August 2024	430-70-5436-3-42	3,002.20	
Total DESTINATION LAKE WINN	EBAGO REGION:					5,602.
DOLLAR GENERAL DOLLAR GENERAL	REFUND OVERPAYMENT OF LICENSE	10/03/2024	6-10-24 (2)	100-13850	150.00	150.
	REFUND OVERPAYMENT OF LICENSE FEE	10/03/2024	6-10-24 (2)	100-13850	150.00	150.

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Check Description Check Invoice Invoice Invoice Amount Amount Payee Issue Date Number GL Account **FIRE SAFETY USA FIRE SAFETY USA BROW PADS** 10/03/2024 191920 100-50-5232-3-36 102.65 102.65 102.65 Total FIRE SAFETY USA: FIRE-RESCUE SUPPLY LLC **FIRE-RESCUE SUPPLY LLC CLASS B FOAM - FLINT HILLS** 10/03/2024 10541 220-50-5231-3-38 1,225.00 1,225.00 DONATION Total FIRE-RESCUE SUPPLY LLC: 1,225.00 FOND DU LAC COUNTY CLERK OF COURTS FOND DU LAC COUNTY CLERK OF C PAID WARRANT - BARNETT 09/24/2024 9-24-24 100-13850 263.50 263.50 263,50 Total FOND DU LAC COUNTY CLERK OF COURTS: **GFL ENVIRONMENTAL GFL ENVIRONMENTAL** RECYCLING FUEL SURCHARGE 10/03/2024 U9000021298 420-70-5436-3-38 45,965.65 45.965.65 CREDIT - SEPT 2024 45,965.65 Total GFL ENVIRONMENTAL: **GRAND VALLEY INSPECTION SERVICES** 14,125.35 14,125.35 GRAND VALLEY INSPECTION SERVIC BUILDING INSP/ZONING ADMIN FOR 10/03/2024 2024-169 230-30-5241-3-38 Total GRAND VALLEY INSPECTION SERVICES: 14,125.35 H&R SAFETY SOLUTIONS LLC 512.00 512.00 100-70-5441-3-36 H&R SAFETY SOLUTIONS LLC TRAFFIC CONES 10/03/2024 8944 512.00 Total H & R SAFETY SOLUTIONS LLC: HALRON LUBRICANTS INC 1552920-00 100-70-5411-3-36 902.68 902.68 HALRON LUBRICANTS INC **BULK OIL - FLEET ROTELLA** 10/03/2024 SHELL/DRUM DEPOSIT/WINDSHIELD WASH 100.00 100.00-100-70-5411-3-36 HALRON LUBRICANTS INC **CREDIT - RETURN OIL DRUMS** 10/03/2024 1554862-00 802.68 Total HALRON LUBRICANTS INC: **HOMAN AUTO - GATEWAY** 100-70-5411-3-36 71.98 71.98 STRAP - REPLACE FUEL TANK 10/03/2024 1023693 **HOMAN AUTO - GATEWAY** STRAPS 71.98 Total HOMAN AUTO -GATEWAY: INSIGHT FS GRASS SEED FOR BUILDINGS AND 10/03/2024 220015595 100-70-5410-3-36 467.10 467.10 **INSIGHT FS** GROUNDS 467.10 Total INSIGHT FS: **IPROMOTEU** 718.42 1" ECONOMY SOFT ENAMEL PIN 10/03/2024 2315589PZZ 100-40-5214-3-38 718,42 **IPROMOTEU** 718.42 Total IPROMOTEU: JMB & ASSOCIATES LLC ANNUAL CALIBRATION- CARBON JMB & ASSOCIATES LLC

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	Description	Check	Invoice	Invoice	Invoice	Check
Payee		Issue Date	Number	GL Account	Amount	Amount
	MONOXIDE	10/03/2024	43071	100-70-5410-3-36	754.00	754.00
Total JMB & ASSOCIATES LLC:					_	754.00
OHN FABICK TRACTOR CO						
IOHN FABICK TRACTOR CO	KIT GASKET/WASHER - REPLACE HEAD GASKET 101-88	10/03/2024	PIMK0358917	100-70-5411-3-36	93.08	93.08
JOHN FABICK TRACTOR CO	WASHER - REPLACE HEAD GASKET - 101-88	10/03/2024	PIMK0358918	100-70-5411-3-36	23.14	23.14
IOHN FABICK TRACTOR CO	GASKET VALVE - REPLACE HEAD GASKET - 101-88	10/03/2024	PIMK0358359	100-70-5411-3-36	71.95	71.95
JOHN FABICK TRACTOR CO	GASKET - 101-60 GASKET COVER - REPLACE HEAD GASKET - 101-88	10/03/2024	PIMK0358358	100-70-5411-3-36	43.78	43.78
JOHN FABICK TRACTOR CO	LOCK - REPLACE HEAD GASKET - 101	10/03/2024	PIMK0358357	100-70-5411-3-36	6.75	6.75
JOHN FABICK TRACTOR CO	-88 GASKETS/LOCK/BOLTS/RING/SEAL/C LAMP/FERRULE/O-RING - REPLACE HEAD GASKET - 101-88	10/03/2024	PIMK0358356	100-70-5411-3-36	348.77	348.77
Total JOHN FABICK TRACTOR C	:0:				_	587.47
KARTECHNER BROTHERS LLC					540.00	E40 00
KARTECHNER BROTHERS LLC	STREET PATCHES	10/03/2024	3847	100-70-5431-3-36	513.38 -	513.38
Total KARTECHNER BROTHERS	BLLC:				-	513.38
KIMBALL MIDWEST KIMBALL MIDWEST	SHOP SUPPLIES	10/03/2024	102654947	100-70-5411-3-36	1,078.11	1,078.11
Total KIMBALL MIDWEST:	onor our alle				-	1,078.11
					-	
KREUZIGER, JEFFREY D KREUZIGER, JEFFREY D	SEPTEMBER LAWN MOWING	10/03/2024	620086	100-70-5613-3-38	575.00	575.00
Total KREUZIGER, JEFFREY D:					-	575.00
KWIK TRIP STORES						
KWIK TRIP STORES	DPW MONTHLY FUEL PURCHASES - AUG 2024	09/27/2024	DPW-AUG24	100-70-5411-3-38	4,086.57	4,086.57
KWIK TRIP STORES	FIRE DEPT MONTHLY FUEL - AUG	09/27/2024	FD-AUG24	100-50-5232-3-38	515.01	515.0°
KWIK TRIP STORES	POLICE DEPT MONTHLY FUEL - AUG 2024	09/27/2024	PD-AUG24	100-40-5212-3-38	2,932.35	2,932.3
Total KWIK TRIP STORES:						7,533.93
LIFESTAR EMERGENCY MEDICAL				400 40 5055 2 20	5,500.00	5,500.0
LIFESTAR EMERGENCY MEDICAL	ACLS SERVICE- SEPT 2024	10/03/2024	4 21-0282	100-10-5255-3-38	3,300.00	,
Total LIFESTAR EMERGENCY	MEDICAL:					5,500.0
M.W. TIGHE ROOFING	CITY HALL RE-ROOF	10/03/202	4 16906	400-10-5140-8-00	95,732.00	95,732.0
M.W. TIGHE ROOFING M.W. TIGHE ROOFING	REPAIR LOOSE MEMBRAME CITY HALL ROOF	10/03/202		100-70-5410-3-36	3,179.00	3,179.0
Total M.W. TIGHE ROOFING:						98,911.0
MARTENS ACE HARDWARE						
MARTENS ACE HARDWARE	CAULK - ICE ARENA - INSTALL RUBBER FLOORING IN E WARMING AREA	10/03/202	4 239148	100-70-5410-3-36	6.99	6.9

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MARTENS ACE HARDWARE	CAULK - ICE ARENA - INSTALL RUBBER FLOORING IN E WARMING AREA	10/03/2024	239151	100-70-5410-3-36	6.99	6.9
MARTENS ACE HARDWARE	ANTIFREEZE - WINTERIZE AQUATIC CENTER	10/03/2024	239172	100-20-5523-3-36	42.00	42.0
MARTENS ACE HARDWARE	CABLETIE - BASEBALL COMPLEX - FIX BACK STOP NETS	10/03/2024	239190	100-20-5525-3-36	29.98	29.9
MARTENS ACE HARDWARE	CABLETIE - BASEBALL COMPLEX - FIX BACK STOP NETS	10/03/2024	239203	100-20-5525-3-36	30.98	30.9
MARTENS ACE HARDWARE	POWER STRIP - PD	10/03/2024	239237	100-40-5211-3-30	39.99	39.
IARTENS ACE HARDWARE	FASTENERS - AQUATIC CENTER	10/03/2024	239262	100-20-5523-3-36	19.32	19.
ARTENS ACE HARDWARE	KEYS - HAZMAT TRAILER - FD	10/03/2024	239278	100-50-5232-3-38	5.98	5
IARTENS ACE HARDWARE	LED A19 - MEDEMA BATHROOMS	10/03/2024	239263	100-20-5525-3-36	9.99	9
IARTENS ACE HARDWARE	PAINT BRUSHES - STAIN POLES @ BALL COMPLEX	10/03/2024	239281	100-20-5525-3-36	17.98	17.
ARTENS ACE HARDWARE	STAIN/VARNISH/BRUSH - NEW COMM CENTER - POOL STICK HOLDER	10/03/2024	239322	100-20-5511-3-38	41.16	41.
MARTENS ACE HARDWARE	FASTENERS - CITY HALL - MAIL DROPBOX INSTALL	10/03/2024	239411	100-70-5410-3-36	2.56	2
MARTENS ACE HARDWARE	BATTERIES - CITY HALL	10/03/2024	239391	100-70-5410-3-36	5.99	5
MARTENS ACE HARDWARE	KEY - PD	10/03/2024		100-40-5211-3-38	2.99	2
MARTENS ACE HARDWARE	CAP HOSE/WASHER HOSE/BRASS HOSE/HOSE MENDER MALE	10/03/2024		100-70-5410-3-36	32.96	32
MARTENS ACE HARDWARE	HOSE FLEXOGEN	10/03/2024	239458	100-70-5410-3-36	59.99	59
MARTENS ACE HARDWARE	CAULK - ICE ARENA - REPAIR WATER DAMAGE AREA	10/03/2024	239469	100-70-5410-3-36	13.98	13
MARTENS ACE HARDWARE	GREAT STUFF - ICE ARENA - REPAIR WATER DAMAGE AREA	10/03/2024	239466	100-70-5411-3-36	6.99	6
IARTENS ACE HARDWARE	SWITCH/TOGGLE SWITCH - MUSEUM - REPLACE SWITCH IN COAT CLOSET	10/03/2024	239501	100-70-5410-3-36	3.28	;
MARTENS ACE HARDWARE	ELBOW/COUPLE - FLOOR DRAIN IN SHOP	10/03/2024	239536	100-70-5412-3-36	9.77	(
MARTENS ACE HARDWARE	TURRET WAND	10/03/2024	239553	100-70-5410-3-36	23.99	23
MARTENS ACE HARDWARE	MOUSE TRAP/PAPER TOWEL - LIBRARY	10/03/2024	239578	100-70-5410-3-36	30.97	30
MARTENS ACE HARDWARE	PARTS - SIGN INSTALLATION HARDWARE	10/03/2024		100-70-5441-3-36	12.78	12
MARTENS ACE HARDWARE	EZ SPIKE - MAILBOX - NEW COMM CENTER	10/03/2024		400-20-5513-8-00	42.99	42
MARTENS ACE HARDWARE	ALG GUARD/SHOCK TREAT - HARRIS MILL FOUNTAIN	10/03/2024		100-20-5525-3-36	42.98	42
MARTENS ACE HARDWARE	QUICK SETTING CEMENT - VARIOUS INLET REPAIRS	10/03/2024	239206	700-10-5192-3-36	67.96 -	67
Total MARTENS ACE HARDWARE	B.				-	611
MENARDS - BEAVER DAM						
MENARDS - BEAVER DAM	CHANNEL DRAIN - REPAIR SHOP FLOOR DRAIN - CITY GARAGE	10/03/2024		100-70-5412-3-36	216.88	21
MENARDS - BEAVER DAM	TREATED LUMBER - REPLACE ROTTEN BOARDS ON BOARDWALK/3"	10/03/2024	62424	100-20-5525-3-36	169.62	169
ALCOHODO DEALCO DASA	DECK SCREWS COMMUNITY CENTER SHELVES	10/03/2024	62564	400-20-5513-8-00	3,521.63	3,52
MENARDS - BEAVER DAM MENARDS - BEAVER DAM	GREEN TREATED - BOARDWALK	10/03/2024		100-20-5525-3-36	253.17	253
Total MENARDS - BEAVER DAM:	REPAIRS				•	4,16
					·	
MICK FISCHER TROPHY AND ENGRA' MICK FISCHER TROPHY AND ENGRA		10/03/2024	4430	100-50-5231-3-38	22.50	2
Total MICK FISCHER TROPHY AN	ID ENGRAVING:					2
ODER LV AUTOMOTIVE INC						
O'REILLY AUTOMOTIVE INC O'REILLY AUTOMOTIVE INC	REPLACE BRAKE PADS AND ROTORS	10/03/202	4 2391-157908	100-40-5212-3-36	149.99	14
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X	FILTER/OIL FILTER/MOTOR TRT	10/03/2024	2391-156843	100-70-5411-3-36	156.21	156.2
PREILLY AUTOMOTIVE INC	FUEL/WTR SEP/OIL FILTER/A/T FILTER	10/03/2024	2391-157666	100-70-5411-3-36	71.49	71.4
REILLY AUTOMOTIVE INC	FEELER GAUGE	10/03/2024	2391-157667	100-70-5411-3-38	7.49	7.4
REILLY AUTOMOTIVE INC	WASHER PUMP	10/03/2024	2391-157896	100-70-5411-3-36	21.59	21.
REILLY AUTOMOTIVE INC	AIR FILTER/CABIN FILTER/FUEL FILTER/HYD FILTER/OIL FILTER	10/03/2024	2391-157139	100-70-5411-3-36	224.69	224.
REILLY AUTOMOTIVE INC	AIR FILTER/CABIN FILTER/FUEL/WTR SEP/HYD FILTER/OIL FILTER	10/03/2024	2391-157142	100-70-5411-3-36	235.52	235.
PREILLY AUTOMOTIVE INC	AIR FILTER/FUEL FILTER/FUEL/WTR SEP/HYD FILTER/OIL FILTER	10/03/2024	2391-157141	100-70-5411-3-36	268.07	268.
REILLY AUTOMOTIVE INC	AIR FILTER/CABIN FILTER/OIL FILTER/FUEL FILTER/FUEL/WTR SEP/HYD FILTER	10/03/2024	2391-157140	100-70-5411-3-36	324.76	324.
PREILLY AUTOMOTIVE INC	OIL FILTERS - FOR FLATBEDS	10/03/2024	2391-158603	100-70-5411-3-36	56,39	56.
REILLY AUTOMOTIVE INC	FILTER/FUEL/WTR SEP	10/03/2024	2391-158834	100-70-5411-3-36	69.22	69.
PREILLY AUTOMOTIVE INC	AIR FILTER/CABIN FILTER/HYD FILTER/FUEL FILTER/FUEL/WTR SEP/OIL FILTER	10/03/2024	2391-158465	100-70-5411-3-36	354.64	354.
PREILLY AUTOMOTIVE INC	16 OZ MOTOR TRT - FUEL FILTERS	10/03/2024	2391-157904	100-70-5411-3-36	113.74	113
PREILLY AUTOMOTIVE INC	BRUSH/CAR WASH - VEHICLE CLEANING SUPPLIES	10/03/2024	2391-159369	100-50-5231-3-38	44.37	44
Total O'REILLY AUTOMOTIVE INC	:				_	2,098
PAYMENT SERVICE NETWORK INC						
PAYMENT SERVICE NETWORK INC	CITY OF WAUPUN CLINIC PAYMENTS - 8/1/24-8/31/24	09/27/2024	299973	100-10-5256-3-38	7.00 -	7
Total PAYMENT SERVICE NETWO	ORK INC:				-	7
PIGGLY WIGGLY DISCOUNT FOODS	DODGE CTY FIRE CHIEFS MEETING	10/03/2024	5803-1	100-50-5232-3-38	92.09	92
10021 1110021 210000111 0000	SUPPLIES				<del></del>	
Total PIGGLY WIGGLY DISCOUN	T FOODS:				-	92
PITNEY BOWES INC						
PITNEY BOWES INC	INK CARTRIDGE FOR POSTAGE MACHINE	10/03/2024	1026156300	100-10-5141-3-36	132.79	132
Total PITNEY BOWES INC:					_	132
PIT-STOP PORTABLES						
PIT-STOP PORTABLES	PINE STREET PARK PORT A POTTY 9/14/24 - 10/2/24	10/03/2024	A-162970	100-20-5525-3-38	123.84	123
Total PIT-STOP PORTABLES:					-	123
POMP'S TIRE						
POMP'S TIRE	TIRES - 6-13 & 165-07	10/03/2024	520144239	100-70-5411-3-36	1,287.16	1,287
Total POMP'S TIRE:						1,28
PROS 4 TECHNOLOGY INC					, ,	
PROS 4 TECHNOLOGY INC	NEW COMMUNITY CENTER	10/03/2024	52651	100-20-5511-3-38	1,160.00	1,16
DDGE 4 TECHNOLOGY INC	NETWORK EQUIPMENT INSTALL IT MANAGEMENT OCTOBER 24	10/03/2024	53076	100-10-5197-3-38	2,785.00	2,78
PROS 4 TECHNOLOGY INC	MICROSOFT 365 AGREEMENT	10/03/2024		100-10-5197-3-38	176.50	17
PROS 4 TECHNOLOGY INC	OCTOBER 24	10/03/2022	. 00070	100-10-0181-0-00	170,50	• • • • • • • • • • • • • • • • • • • •
PROS 4 TECHNOLOGY INC	AGREEMENT ADVANCED SECURITY OCTOBER 24	10/03/2024	53077	100-10-5197-3-38	731.00	73
PROS 4 TECHNOLOGY INC	AGREEMENT MANAGED BACKUP	10/03/2024	53079	100-10-5197-3-38	72.00	7

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PROS 4 TECHNOLOGY INC	DOOR ACCESS CONTROL 15 DOORS COMM CENETER	10/03/2024	53080	100-20-5511-3-38	70.00	70.0
Total PROS 4 TECHNOLOGY INC	:				_	4,994.5
R BAUMAN & ASSOCIATES SC R BAUMAN & ASSOCIATES SC	EMR PSYC TEST	10/03/2024	1920	100-50-5230-3-38	1,551.00	1,551.0
Total R BAUMAN & ASSOCIATES	SC:					1,551.0
REGISTRATION FEE TRUST REGISTRATION FEE TRUST	TAXI LICENSE PLATE	09/23/2024	9162024	501-10-5154-3-38	169.50	169,5
Total REGISTRATION FEE TRUS	т:				_	169.5
RENS FLORAL RENS FLORAL	VASE TO DON VANDEZANDE SERVICE	10/03/2024	2462	100-10-5110-3-38	55.95	55.9
Total RENS FLORAL:					_	55.9
ROSANSKE, DANIELLE ROSANSKE, DANIELLE	BUILDING PERMIT REIBURSEMENT DUE TO CANCELLATION	09/26/2024	9-25-24	230-46-4616-0-00	145.00	145.0
Total ROSANSKE, DANIELLE:					_	145.0
SAFETY KLEEN SAFETY KLEEN	RECYCLE ANTIFREEZE	10/03/2024	95334150	100-70-5411-3-36	100.00	100.0
Total SAFETY KLEEN:					_	100.0
SAN-A-CARE INC SAN-A-CARE INC	BUILDING SUPPLIES	10/03/2024	632061	100-70-5410-3-38	380.60	380.
Total SAN-A-CARE INC:					-	380.
SMA CONSTRUCTION SERVICES SMA CONSTRUCTION SERVICES	SENIOR/COMMUNITY CENTER PAYMENT #10	10/03/2024	PAY REQUES	400-20-5513-8-00	107,090.00	107,090.0
Total SMA CONSTRUCTION SER	RVICES:				-	107,090.0
STAPLES STAPLES STAPLES STAPLES STAPLES	LABELS - ELECTION SUPPLIES OFFICE SUPPLIES PAPER OFFICE SUPPLIES - FD	10/03/2024 10/03/2024	6013363903 6013363904 6013363902 6013363905	100-10-5142-3-38 100-80-5670-3-30 100-80-5670-3-30 100-50-5231-3-30	106.77 48.88 235.95 13.28	106, 48, 235, 13.
Total STAPLES:					- -	404.
TRU CLEANERS LLC TRU CLEANERS LLC	CLEANING SERVICE FOR CITY OF WAUPUN - FOR SEPT 2024	10/03/2024	CW100124	100-70-5410-3-38	4,175.61	4,175.
Total TRU CLEANERS LLC:					-	4,175.
TRUCK EQUIPMENT INC TRUCK EQUIPMENT INC	REPLACE FUEL TANK STRAPS - 6-13	10/03/2024	1115885-00	100-70-5411-3-36	187.40	187.

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Total TRUCK EQUIPMENT INC:					_	187.40
UNIFORM SHOPPE					_	
UNIFORM SHOPPE	UNIFORM PATCHES	10/03/2024	2106	100-40-5211-3-38	640.00	640.00
Total UNIFORM SHOPPE:						640.00
JS CELLULAR						
JS CELLULAR	ECONOMIC DEVELOPER/ADMINISTRATOR CELL PHONE - SEPT 2024	10/03/2024	0679619577	100-10-5191-3-31	386,08	388.08
Total US CELLULAR:						388.08
NAUPUN AREA ANIMAL SHELTER IN	IC					
WAUPUN AREA ANIMAL SHELTER I	N MONTHLY CONTRACT - OCT 2024	10/03/2024	OCT2024	100-40-5343-3-38	1,000.00	1,000.00
Total WAUPUN AREA ANIMAL S	HELTER INC:				_	1,000.00
WAUPUN UTILITIES						
NAUPUN UTILITIES	REIMBURSE UTILITIES - PSN PMT DEPOSITED IN CITY GF/UTILITY EMPLOYEE	09/26/2024	9-26-24	100-13850	20.00	20.00
WAUPUN UTILITIES	VERIZON CHARGES - DPW I-PADS - SEPT 2024	10/03/2024	6239	100-70-5420-3-31	65.01	65.01
Total WAUPUN UTILITIES;					_	85.01
WELLS FARGO PAYMENT REMITT						
WELLS FARGO PAYMENT REMITT	KWIK TRIP - ELECTION 8-13-24	09/27/2024	ANGIE-JULY2	100-10-5142-3-38	131.84	131.84
WELLS FARGO PAYMENT REMITT	WEDA - 2024 WEDA FALL BEST PRACTICES CONF	09/27/2024	KATHY-JULY2	100-80-5670-3-37	540,00	540.00
WELLS FARGO PAYMENT REMITT	DOLLAR TREE - POOL BIRTHDAY PARTY	09/27/2024	RACHEL-JUL	100-20-5523-3-39	295.75	295.75
WELLS FARGO PAYMENT REMITT	SPECTRUM BILL - LIBRARY - 8/4/24- 9/3/24	09/27/2024	BRET-AUG24	210-60-5511-3-31	179.97	179.97
WELLS FARGO PAYMENT REMITT	ADOBE - PREMIERE PRO PLAN - VIDEO REDACTING SOFTWARE	09/27/2024	JEREMY-AUG	100-40-5211-3-38	1,392.76	1,392.76
WELLS FARGO PAYMENT REMITT	ADOBE - CREDIT	09/27/2024	BJ-JULY24/AU	100-50-5251-3-30	1,719.24	1,719.24
Total WELLS FARGO PAYMENT	FREMITT:					4,259.56
Grand Totals:						374,706.41

## Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-10-5110-3-38	88.48	.00	88.48
100-10-5131-3-30	40.70	.00	40.70
100-10-5131-3-31	40,00	.00	40.00
100-10-5141-3-30	55.48	.00	55.48
100-10-5141-3-31	67.07	.00	67.07
100-10-5141-3-36	132.79	.00	132.79
100-10-5142-3-38	246.60	.00,	246.60
100-10-5153-3-38	40.70	.00	40.70
100-10-5191-3-30	40.69	.00	40.69
100-10-5191-3-31	67.07	.00	67.07

GL Account	Debit	Credit	Proof
100-10-5196-3-38	14,860.29	.00	14,860.29
100-10-5197-3-31	487.81	.00	487.81
100-10-5197-3-38	3,764.50	.00	3,764.50
100-10-5255-3-38	5,500.00	.00.	5,500.00
100-10-5256-3-38	7.00	.00	7.00
100-13850	6,912.75	.00	6,912.75
100-20-5511-3-38	1,271.16	.00	1,271.16
100-20-5513-3-30	40.69	.00	40.69
100-20-5513-3-31	92.34	.00	92.34
100-20-5513-3-38	34.00	.00	34.00
100-20-5523-3-36	61.32	.00	61.32
100-20-5523-3-39	17.50	.00	17.50
100-20-5525-3-36	521.25	.00	521.25
100-20-5525-3-38	123.84	.00	123.84
100-20-5525-3-39	244.25	.00	244.25
100-21100	106.92	1 73,214.67-	73,107.75-
100-30-5152-3-38	3,200.13	.00	3,200.13
100-40-5211-3-30	175.95	.00	175.95
100-40-5211-3-31	129.40	.00	129.40
100-40-5211-3-33	3.06	.00	3.08
100-40-5211-3-37	542.00	.00	542.00
100-40-5211-3-38	943.77	.00	943.77
100-40-5212-3-36	149.99	.00.	149.99
100-40-5212-3-38	2,932.35	.00.	2,932.35
100-40-5214-3-38	718.42	.00	718.42
100-40-5215-3-38	399.36	.00	399,36
100-40-5343-3-38	1,000.00	.00	1,000.00
100-50-5230-3-38	812.95	.00	812.95
100-50-5231-3-30	47.27	.00.	47.27
100-50-5231-3-38	1,100.87	.00	1,100.87
100-50-5232-3-36	208,35	.00	208.35
100-50-5232-3-38	741.02	.00	741.02
100-50-5233-3-38	1,207.27	.00	1,207.27
100-50-5234-3-38	95.00	.00	95.00
100-50-5251-3-30	.00	6.92-	6.92-
100-70-5410-3-36	4,587.80	.00	4,587.80
100-70-5410-3-38	4,929.78	.00	4,929.78
100-70-5411-3-36	6,279.06	100.00-	6,179.06
100-70-5411-3-38	3,600.38	.00	3,600.38
100-70-5412-3-31	96,33	.00	96.33 508.85
100-70-5412-3-36 100-70-5420-3-30	508,85 40,68	.00 .00	40.68
100-70-5420-3-31	200.01	.00.	200.01
100-70-5431-3-36	2,125.88	.00	2,125.88
100-70-5441-3-36	524.78	.00	524.78
100-70-5613-3-38	575.00	.00	575.00
100-80-5670-3-30	40.68	.00	40.68
100-80-5670-3-34	350.00	.00.	350.00
100-80-5670-3-37	190.00	.00	190.00
210-21100	.00	230.71-	230.71-
210-60-5511-3-31	230.71	.00	230.71
220-21100	.00	1,225.00-	1,225.00-
220-50-5231-3-38	1,225.00	.00	1,225.00
230-21100	.00	14,270.35-	14,270.35-
230-30-5241-3-38	14,125.35	.00.	14,125.35
230-44-4431-0-00	100.00	.00.	100.00
230-46-4616-0-00	45.00	.00	45.00
400-10-5140-8-00	95,732.00	.00	95,732.00

Proof	Credit	Debit	GL Account	
130,068.45	.00	130,068.45	400-20-5513-8-00	
225,800.45-	225,800.45-	.00	400-21100	
480.00-	480.00-	.00	405-21100	
480.00	.00	480.00	405-70-5437-8-00	
3,347.00-	3,347.00-	.00	410-21100	
3,347.00	.00	3,347.00	410-50-5231-4-00	
12,338.93-	12,535.92-	196.99	420-21100	
12,338.93	196.99-	12,535.92	420-70-5436-3-38	
33,626.72-	34,367.80-	741.08	425-21100	
33,626.72	741.08-	34,367,80	425-70-5476-3-38	
5,602.25-	5,602.25-	.00	430-21100	
5,602.25	.00.	5,602.25	430-70-5436-3-42	
169.50	.00	169.50	501-10-5154-3-38	
169,50-	169.50-	.00	501-21100	
415.25	.00	415.25	700-10-5191-3-38	
3,771.37	.00	3,771.37	700-10-5192-3-36	
321.13	.00	321.13	700-10-5192-3-38	
4,507.75-	4,507.75-	.00	700-21100	
.00	376,796.39-	376,796.39	Grand Totals:	

Dated:	<u> </u>
Mayor:	· · · · · · · · · · · · · · · · · · ·
City Council:	
City Recorder	

Report Criteria:

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

Invoice.Batch = "10082024","92424","92624","A","100824"

## Minutes of a Regular Meeting of the Waupun Utilities Commission Monday, August 12, 2024

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

Commissioners Present In-person: Daane, Heeringa, Ledesma, Siebers and Thurmer

Commissioner Present via Zoom: Kunz Commissioner Absent with Notice: Homan

Motion made by Ledesma, seconded by Siebers and unanimously carried, to approve minutes from June 10, 2024 meeting.

Motion by Thurmer, seconded by Daane and unanimously carried, bills for months of June and July 2024 approved as presented.

On motion by Siebers, seconded by Ledesma and unanimously carried, year-to-date financial reports through June 2024 approved as presented by General Manager Brooks. Electric operating income was \$184,500. Water operating income was \$313,200. Sewer operating income was \$102,700.

General Manager Brooks presented the GM and electric operations reports. Work has begun at United Cooperative for construction of the soy processing facility. Staff continues to work with site planners and electricians for the project. Electric crew continues work on backyard rebuilds in the south west portion of the city, replacing aged infrastructure. Treatment facilities, distribution and collection and office staff participated in the Waupun Parks Program in June and July.

Treatment Facilities and Operations Superintendent Schramm presented the treatment facilities and operations water and wastewater report. Staff did a great job and were very resilient with the overwhelming accumulation during the rain events and unforeseen work as a result, then switching gears to scheduled maintenance and inspections of water storage tanks and towers. Treatment Facilities team has taken full responsibility of operations of ABNR system at the WWTF. Distribution and collection team's focus has been on valve exercising and hydrant flushing.

President Heeringa acknowledged visitor Jason Whitford present via Zoom.

Motion by Ledesma, seconded by Daane, to adjourn in closed session under Section 19.85 (1) (c) and (e) of the WI Statutes to discuss personnel updates and discuss/approve wastewater treatment plant ABNR project and contract update.

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

On motion by Kunz, seconded by Thurmer and unanimously carried, meeting adjourned at 5:47 p.m.

The next regular commission meeting will be held on September 9, 2024 at 4:00 p.m.

Jen Benson
Office & Customer Service Supervisor

#### Minutes of a Regular Meeting of the Waupun Utilities Commission Monday, September 9, 2024

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

Commissioners Present: Daane, Heeringa, Homan, Ledesma, Siebers and Thurmer Commissioner Absent with Notice: Kunz

Motion made by Thurmer, seconded by Ledesma and unanimously carried, to approve minutes from August 12, 2024 meeting.

Motion by Ledesma, seconded by Daane and unanimously carried, bills for month of August 2024 approved as presented.

On motion by Siebers, seconded by Ledesma and unanimously carried, year-to-date financial reports through July 2024 approved as presented by Finance Director Stanek. Electric operating income was \$253,200. Water operating income was \$379,700. Sewer operating income was \$125,700.

General Manager Brooks presented the GM and electric operations reports. Planning is underway for a Birthday Celebration Open House event to be held October 21<sup>st</sup>. Electric department continues work on preparation for various new construction projects around town and is making great headway on backlot rebuilds.

Treatment Facilities and Operations Superintendent Schramm presented the treatment facilities and operations water and wastewater report. WWTF staff is working to troubleshoot and resolve issue that causes an occasional alarm, fortunate in which staff can enable and disable from their electronic device. Each treatment facility staff member has taken on individual roles, also delegating and diversifying roles as they all work diligently through ABNR operational processes.

Motion by Thurmer, seconded by Ledesma, to adjourn in closed session under Section 19.85 (1) (e) of the WI Statutes to discuss status update of wastewater treatment plant ABNR contract and project.

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

On motion by Siebers, seconded by Ledesma and unanimously carried, meeting adjourned at 4:54 p.m.

The next regular commission meeting will be held on October 14, 2024 at 4:00 p.m.

Jen Benson
Office & Customer Service Supervisor



### **Minutes -** City of Waupun Board of Parks and Recreation Commission

Monday, July 29, 2024 - City Council Chambers

#### **CALL TO ORDER**

Commission President Disch called the meeting to order at 5:31pm

#### **ROLL CALL:**

Citizens: Doug Disch, Megan Williams, Wanda Nick, Lexi Zarn, and Mary Kay

Gorst.

Alderman: Kambria Ledesma

Ex-officio: Recreations Director, Rachel Kaminski, and City Administrator, Kathy

Schlieve

Approved Absence: Bridget Winterhack

Guest: Chris Rosenberg

No Public Participation after this point.

#### **CONSIDERATION - ACTION**

1. Approve Minutes of June 24, 2024 Meeting – Ledesma moves to accept minutes as presented, seconded by Williams. Motion passes unanimously.

#### **DISCUSSION ITEMS**

- 2. Self-Service Kayak & Equipment Rentals Chris Rosenberg presents. He explains that they work with multiple municipalities across the state. The concept allows for easy public access to kayaks without requiring staffing or management from the City. They handle maintenance, marketing, equipment, risk, delivery installation, and customer support.
- 3. Recreation Department Updates Kaminski presents. Historical society presentation, yoga in the park, and much more. Wednesday is the Brewer game trip. Storybook walk at Pine St Park. Attendance: 195 participants have registered. Camp Waupun averages 9 to 11 kids per week. Next summer will be different because it will be announced sooner and held at a different location. National Senior Citizens Day is coming up on August 21st and Rachel is looking for volunteers to scoop ice cream. Pool heater is broken, the pool is still operational since the weather has been so warm but when temps drop it will be problematic.
- 4. Review Community Center Policies Kaminski presents, the polices have been updated based on the last discussion. The alcohol-free policy has been brought up already.

5. Community Center Fees – Schlieve presents. Plymouth's model was heavily used for the numbers and formatting. There was some discussion about the fees being too modest for the services provided. It was suggested that we add a level for under 62 and over 62.

#### FUTURE MEETING OF BOARD OF PARK AND RECREATION COMMISSION

Tuesday, September 3, 2024 at 5:30pm.

Williams moved to adjourn, Zarn seconded. Motion passed unanimously.

#### **ADJOURNMENT**

Respectfully submitted,

Kambria Ledesma, Secretary

City of Waupun



### **Minutes -** City of Waupun Board of Parks and Recreation Commission

Tuesday, September 3, 2024 - City Council Chambers

#### CALL TO ORDER

Commission Vice President Williams called the meeting to order at 5:33pm

#### **ROLL CALL:**

Citizens: Megan Williams, Wanda Nick, Lexi Zarn, and Mary Kay Gorst.

Alderman: Kambria Ledesma

Ex-officio: Recreations Director, Rachel Kaminski, and City Administrator, Kathy

Schlieve

Approved Absence: Doug Disch

Guest: Lucas Dawson

#### **CONSIDERATION - ACTION**

- 1. Approve Minutes of July 29, 2024 Meeting Motion by Gorst, seconded by Zarn to accept the minutes as presented. Motion passed unanimously.
- 2. Approve Waupun Hockey Association Facility Use Agreement Lucas Dawson presents on the status of the Ice Arena and their programming. Schlieve brought up renaming the facility. Motion by Ledesma to approve the Agreement as presented, seconded by Williams. Motion passes unanimously.
- 3. Playground Equipment Selection for Zoellner Park Schlieve presents. Winterhack discussed the options of shade, and the benefits of each choice. Motion by Williams, seconded by Gorst to recommend selecting option NU-3428 at a cost \$38,139.00 to the common council and that the council authorize early purchase of the playground equipment by December 20, 2024 to leverage the available discounts on selected equipment. Motion carries.
- 4. Approve Community Center Policies Kaminski presents. Ledesma suggested some formatting and typos. Williams made the motion to approve the policy with the noted changes, seconded by Zarn. Motion passes unanimously.
- 5. Approve Community Center Membership Fees Kaminski presents. Winterhack asked about a youth day pass. More discussion regarding fees. The fees are modest enough to encourage as much participation as possible in the new building. Motion to approve fee schedule as presented, Williams seconded. Motion passes unanimously.

#### **DISCUSSION ITEMS**

6. Recreation Updates - Senior Center, Park Program, Camp, Aquatic Center.

- 7. Recap of Self-Service Kayak Rentals. Williams discussed speaking with avid kayakers regarding where they go and how long they go for. It was suggested to distribute a survey to the community to gauge interest. This project probably isn't going to move forward until 2026.
- 8. Moving, Opening & Ribbon Cutting of Community Center Kaminski presents. Closing the Senior Center mid October to get moved. (With the exception of foot care and lunches) Opening date October 21. The gym will be closed for the election being relocated to the Community Center due to the disabled City Hall elevator. The ribbon cutting will happen December 3, 2024.
- 9. Community Center Rental Fees Schlieve presents. The fees are not available yet due to a need to iron out cost of operations. We are not taking any private rentals as of yet.

#### **FUTURE MEETINGS**

10. Monday, September 30, 2024 at 5:30pm at City Hall

Zarn moves to adjourn, seconded by Ledesma. Motion passes.

#### **ADJOURNMENT**

Respectfully submitted,

Kambria Ledesma, Secretary City of Waupun



# M I N U T E S CITY OF WAUPUN PLAN COMMISSION Waupun City Hall – 201 E. Main Street, Waupun WI Wednesday, August 21, 2024 at 4:30 PM

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

Members Present: Chairman Bishop, Jason Whitford, Elton TerBeest, Jeff Daane, Gary DeJager, Jerry Medema, Mike Matoushek; Staff Present: Sue Leahy, Administrator Schlieve

Public members present: Niki Hill; Seth Waddell, Kwik Trip; Troy Mleziva, Kwik Trip; John Scheuers, United Cooperative; Jeremy Noll, Keller; Tony Evola, Tony's Pizza

No one present to speak during public comment time. Public participation is closed.

Next Regularly Scheduled Meeting is September 18, 2024, 4:30 p.m.

Motion Whitford, second Matoushek to approve minutes from June 19, 2024 Plan Commission Meeting as presented. Carries unanimously.

Motion Matoushek, second Whitford to open a public hearing for a conditional use permit for Nicole Hill at 650 W Main Street to operate a Rage room business per Municipal Code Section 16.04(2)(d)(ix). Carried unanimously.

Under Waupun Municipal Code 16.12, the Plan Commission has authority to grant a conditional use if it finds that the proposed use is not detrimental to adjacent land because it is an inappropriate use, would create traffic hazards, would hinder future development in the area, would create undesirable levels of noise and light in the immediate area, and would cause property values to measurably decline. Waupun Municipal Code 16.12 (4) outlines that the approval may be subject to conditions related to landscaping, architectural design, type of construction, construction commencement and completion dates, sureties, lighting, fencing, hours of operation, traffic circulation, deed restrictions, access restrictions, increased yards, and parking requirements if the Plan Commission finds that such conditions are necessary to fulfill the purpose and intent of this Ordinance. If an operating element of a business can be shown to affect the health, safety, or welfare of inhabitants of neighboring properties, the Plan Commission may exert such operational controls as may be necessary.

Nicole Hill is present and outlines her business plan. Staff ask for additional information not presented specific to noise, whether concealed carry is allowed within the business, and types of items to be smashed.

Fire Chief DeMaa speaks, stating that based on the research the biggest concern from a fire/ems standpoint is the breaking/smashing of items that would typically fall under the category of e-waste. Some of these items are regulated in an effort to control them from being released into the environment. Old televisions, flat screen monitors, and laptops can have leaded glass. Others can have rows of mercury tubes. These are items that are supposed to be recycled at facilities that have equipment to separate out the hazardous elements. Devices that are operated by lithium batteries, especially if the battery is still with the device, are also a concern. A phenomenon known as thermal runaway can cause the device to start burning many hours after the fact, especially if they are damaged. DeMaa recommends that business develop a list of items that fall within these areas of concern that they will not accept to be destroyed and that whatever trash requirements are put in place, that a requirement be to place trash as far away from structures as possible in case of fire.

Staff notes that no surrounding property owners have contacted the city with questions or concerns. Conditions are recommended by staff that include restrictions on hours of operation; site plan being approved that shows garbage enclosure and no open storage of raw material; safety plan review by police and fire; no smashing of

hazardous e-waste; and monitoring of noise complaints. Staff recommends review of any approved conditions within one years' time or sooner if needed based on complaints.

Motion Matoushek, second Whitford to close the public hearing. Carries unanimously.

Motion Whitford, second Matoushek to approve the conditional use permit with the conditions for Nicole Hill, operating a rage room business at 650 W Main Street in Waupun.

- 1. Hours of operation are between 1 to 11 p.m. during the summer months, Sunday through Saturday; Winter month hours of operation are from 3 to 9 pm Sunday through Thursday, with an extension to 11 pm on Friday and Saturday.
- 2. Review of safety plan by Waupun Public Safety officials prior to opening that includes a list of items not accepted, such as old televisions, computer monitors, refrigerators, etc.
- 3. No open storage on the property, including enclosure of dumpsters and raw materials. Dumpsters to be stored adequate distance from building per fire code to prevent damage resulting from fire.
- 4. Evidence submitted to the zoning administrator relative to a routine waste disposal contract.
- 5. Required appearance of business owner at the February 19, 2025 Plan Commission meeting to review conditions of permit. City staff will report on any resident complaints relative to noise or safety reported specific to operation of a rage room, operated by Niki Hill at 650 W Main Street.

Motion is supported unanimously and permit is approved with the above stated conditions.

Motion Whitford, second Matoushek to open the public hearing for a conditional use permit application for Kwik Trip at 1001 E Main St. to operate a service station with car wash and for high rise sign per Municipal Code 16.04 and 16.11. Carries unanimously.

Troy Mleziva, Kwik Trip, is present and explains the project. The current Subway and Stop and Go buildings will be demolished and a new, larger Kwik Trip with car wash will be built in their place. Business will be open 24/7. Discussion specific to driveway entrance on Main Street and concern for traffic backing up. Pete Kaczmarski is present and expresses concern about this. Discussion to add right turn only signage at the entrance. Jeff Daane notes that storm water review is pending and any approvals should include a contingency to address any requirements identified during that review.

Motion DeJager, second TerBeest to close public hearing. Carries unanimously.

Motion Matoushek, second Whitford to approve conditional use permit with requirement for adequate signage at the Main Street entrance requiring right turn only. Carries unanimously.

Motion Daane, second Matoushek to approve a Certified Survey map for 1001 E Main Street to combine with the southern abutting lot as presented. Carries unanimously.

Troy Mleziva, Kwik Trip, presents site plan for new Kwik Trip at 1001 E Main Street. Jeff Daane notes that storm water review is pending and approval should state contingency to meet storm water requirements. Motion Matoushek, second DeJager to approve the site plan as presented, contingent on meeting final storm water requirements. Carried unanimously.

John Scheuers is present to present site plan for third and final phase of United Cooperative project located at 1236 Wilson Drive in the Waupun Industrial Park. Daane notes that stormwater review is pending and should remain a contingency. Fire Chief DeMaa discusses placement of hydrant and drainage swale, expressing concern that the site allow for crossing of swale by fire trucks to access hydrant and/or that the hydrant be moved. Jeremy Noll, Keller indicates that the hydrant is being moved to accommodate this need. Motion Whitford, second TerBeest to approve the site plan as preseted, contignent on meeting final storm water requirements. Carried unanimously.

Tony Evola is present to discuss the site plan for an expansion to Tony's Pizza, 420 Fond du Lac Street. After general discussion about the business plan, motion DeJager, second Matoushek to approve the site plan as presented. Carries unanimously.

Zoning Administrator Leahy provides a brief overview of new WI-DNR requirements to update Waupun Municipal Code Chapter 19 Floodplain Ordinance to bring the ordinance into compliance with new FEMA requirements. General discussion with direction given to bring back for a public hearing at next Plan Commission meeting.

Motion Medema, second Whitford to adjourn meeting at 5:46 pm. Carries unanimously.



#### **Minutes -** City of Waupun Board of Public Works

Monday, August 19, 2024 - City Council Chambers

#### **CALL TO ORDER**

Vice Chairman Peter Kaczmarki calls the meeting to order at 4:30pm

#### **ROLL CALL:**

Alderpersons: Peter Kaczmarki, Kambria Ledesma Citizens: Dale Heeringa, Andrew Sullivan, Dave Rens

Ex-Officio: DPW Director Jeff Daane, Mayor Rohn Bishop, City Administer Kathy

Schlieve

Citizens: Eric Homan, Dan Holtz

Excused Absences: Mike Matoushek, Gregg Zonnefeld

### FUTURE MEETINGS AND GATHERING INVOLVING THE BOARD OF PUBLIC WORKS

1. Next Regularly Scheduled Meeting is September 10, 2024, 4:30 pm

#### **CONSIDERATION - ACTION**

- 2. Approve Minutes from July 9, 2024 Board of Public Works Meeting Rens motion to approve as presented, Sullivan seconded. Motion passes unanimously.
- 3. Authorize Replacement of Damaged Flatbed 39-06 with New Vehicle Mayor Bishop makes a statement regarding his strong opinion that the truck should be purchased from Homan. Rens brought up the insurance pay out and Schlieve answered regarding. Heeringa makes a motion to accept the bid of \$54,128.44 from Homan, seconded by Rens. Motion passes unanimously.
- 4. Approve Rebid for City Hall Reroof of Existing Ballasted Roofs with EPDM Adhered Roof System (Roof Areas: East, West and North, 201 E Main Street) Daane presents, there is a \$10,000 savings in this rebid with an opportunity for more savings if the insulation is in good condition. Ledesma moves to approve the low bid, seconded by Sullivan. Motion passes unanimously.
- 5. Emergency Declaration City Garage Daane presents, the roof is in bad shape following the May hail storm. Rens moved to approve the resolution for a Public Emergency Declaration for the City Garage Roof Damaged during the May 2024 Hailstorm as presented. Heeringa seconded. Motion passes unanimously.

6. Recommend Public Works Garage Emergency Roof Replacement Bid to Council for Approval – Daane and Schlieve present. Rens moves to recommend to the Council approval of the Emergency Roof Repair and Gutter Replacement Bid for the Waupun Public Works Garage as presented. Ledesma seconded. Motion passes unanimously.

Sullivan moves to adjourn, Heeringa seconded. Motion passes unanimously.

#### **ADJOURNMENT**

Respectfully submitted,

Kambria Ledesma, Interim Secretary

City of Waupun



#### Minutes - City of Waupun Board of Public Works Tuesday, September 10, 2024 – City Council Chambers

#### CALL TO ORDER

Chairperson Mike Matoushek calls the meeting to order at 4:30pm

#### **ROLL CALL:**

Alderpersons: Peter Kaczmarki, Kambria Ledesma (online), Mike Matoushek Citizens: Dale Heeringa, Andrew Sullivan, Dave Rens, Gregg Zonnefeld Ex-Officio: DPW Director Jeff Daane, City Administer Kathy Schlieve

Others Present: Kris Dressler, Cedar Corporation (online)

Discussion on future meetings and gatherings involving the Board of Public Works. The next regularly scheduled meeting is October 8, 2024, 4:30 pm, City Council Chambers.

Motion Zonnefeld, second Sullivan to approve minutes from August 19, 2024 Board of Public Works meeting as presented. Carried unanimously.

Motion Sullivan, second Heeringa to approve fall yard waste pickup dates for October 7 to November 11, 2024, weather permitting. Carried unanimously.

Motion Zonnefeld, second Rens to approve the museum tuckpointing bid for B and B Quality Building Restoration, the lowest qualified bidder, in an amount of \$102,792. Daane notes that the Historical Society is not interested in the alternate which was to construct a sign base. Sullivan questions difference between this contractor and next lowest bid (~\$50,000). Kris Dressler confirms that B and B Quality Building Restoration is a WI contractor where others are out of state and notes that the other contractors are union contractors. Motion carries unanimously.

Motion Heeringa, second Sullivan to approve the low bid for asphalt paving S West Street (W. Lincoln to Visser Avenue) in the amount of \$42,866.25 from Kartechner Brothers LLC as presented. Work is offset by a Local Road Improvement Program grant, which will provide a 50% reimbursement. Carried unanimously.

Discuss ordinance amendment of Ch. 7.03(3)(4)(5) Sidewalk Construction and Repair. Daane notes that the current ordinance needs to be updated to reflect current ADA standards. Draft ordinance is presented. Daane explains that we are working with a new contractor for our sidewalk program that provides grinding services vs. full replacement and that will stretch our dollars further. Ordinance changes are needed to specify materials to be used during a repair and to reduce the standard from 1 inch to ½ inch gap to meet ADA standards. Motion Rens, second Sullivan to recommend draft ordinance to the Common Council to City of Waupun Ordinance Chapter 7 Section 7.03 Sidewalk Construction and Repair to meet current ADA and maintenance standards.

Motion Sullivan, second Rens to adjourn meeting at 4:52 pm. Carried unanimously.



#### MINUTES

## CITY OF WAUPUN COMMON COUNCIL Waupun City Hall – 201 E. Main Street, Waupun WI Tuesday, September 10, 2024 at 6:00 PM

#### **CALL TO ORDER**

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

#### PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENT MEDITATION

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

#### **ROLL CALL**

Council in-person: Mayor Bishop, Alderman Kaczmarski, Alderman Kunz, Alderman Siebers, Alderman Matoushek,

Alderman Westphal

Council Virtual- Alderman Ledesma

Management in-person: Attorney VandeZande, Administrator Schlieve, Police Chief Rasch, Fire Chief Demaa, Public

Works Director Daane, Recreation Director Kaminski, General Utility Manager Brooks, Library Director Jaeger

Management Virtual: City Clerk/Treasurer Hull

Management absent and excused: Finance Director Langenfeld Audience in-person: Julie Schmidt, Jaedon Buchholz, Jason Whitford

Audience Virtual: Kris Dressler

#### PERSONS WISHING TO ADDRESS COUNCIL

#### 1. Julie Schmidt, Waupun Jr./Sr. High School Principal

Principal Schmidt provided an update on the various School events and accomplishments.

Jason Whitford is before the Council stating he is good with the status of the chicken ordinance however he believes alcohol should be allowed at the new community center.

#### **RESOLUTIONS**

#### 2. Resolution Approving the City of Waupun Adjusted Urban Area Boundary

Every 10 years, US Census Bureau defines boundaries for geographic areas meeting the urban area criteria as published in the Federal Register, which are adjusted and reviewed by the DOT. Following our review and approval, the DOT will submit to FHA for final approval.

Motion Siebers, second Kunz to adopt Resolution 09-10-24-01 Approving the City of Waupun Adjusted Urban Area Boundary. Motion carried 6-0 on roll call.

#### **ORDINANCES**

### 3. Ordinance to amend Ch. 11.02 Peddlers, Solicitors, and Transient Merchants and create 11.025 Mobile Food Vehicle Vendors (Second Reading)

The ordinance to amend language corrections in Ch.11.02 Peddlers, Solicitors, and Transient Merchants and to create a new chapter, Ch. 11.025, Mobile Food Vehicle Vendors is before the Council following the first reading on 8/27/24.

Motion Matoushek, second Siebers to waive the second reading and adopt Ordinance #2024-009 to amend Ch. 11.02 Peddlers, Solicitors, and Transient Merchants and create 11.025 Mobile Food Vehicle Vendors. Motion carried 6-0 on roll call.

#### 4. Ordinance to amend Ch. 8.025 Regulation of Chickens (Second Reading)

The ordinance to amend Ch. 8.025 Regulation of Chickens is before the Council following the first reading on 8/27/24. The amendments increase the number of chickens per household from 4 to 6; eliminates obtaining neighbor approval and eliminates the number of permits to be issued.

Motion Matoushek, second Kunz to waive the second reading and adopt Ordinance #2024-010 to amend Ch. 8.025 Regulation of Chickens. Motion carried 6-0 on roll call.

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

#### 5. Award the Asphalt Paving Contract for S. West Street (W. Lincoln St. to Visser Ave.)

Motion Matoushek, second Kunz to accept the low bid and award the Asphalt Paving Contract for S. West St. (W. Lincoln St. to Visser Ave.) to Kartechner Brothers, in the amount of \$42,866.25. Motion carried 6-0 on roll call.

#### 6. Award the Heritage Museum Restoration Rebid

Motion Kunz, second Siebers to accept the bid from the lowest qualified bidder and award the Heritage Museum Restoration rebid to B and B Quality Building Restoration, in an amount that includes the base bid plus alternate for a total expenditure of \$106,592. Motion carried 6-0 on roll call.

#### 7. Playground Equipment Proposals for Zoellner Park and Authorize Early Expenditure of 2025 Budget

Motion Kaczmarski, second Kunz to accept the Zoellner Park playground proposal #142-189920-1 for the purchase of the NU-3428 Nucleus Structure in the amount of \$38,139 from Lee Recreation and to authorize early purchase from the 2025 budget by December 20, 2024, to leverage available discounts on selected equipment. Motion carried 6-0 on roll call.

#### 8. Waupun Community Center Policies & Procedures and User Fees

Discussion heard on the ability to have alcohol at this building for rentals. Mayor Bishop provides he has received Statement from two organizations that request to hold alcohol at the facility. Ledesma, Recreation Board Member, provides the mission for the building is wellness and the Board did not feel alcohol fits into wellness.

Motion Siebers, second Ledesma to approve the Waupun Community Center Policies and Procedures with the understanding the policy is to be returned to the Recreation Board for consideration of alcohol inclusion. Motion carried 6-0 on roll call.

#### **CONSIDERATION – ACTION**

No action items are before the Council.

#### **MAYORAL CORRESPONDENCE/PRESENTATIONS**

Mayor informs the Council of department recognition dates for WI Public Power Week October 6-12, 2024; WI Fire Prevention Week- October 6-12, 2024; and WI Firefighters/EMS Memorial Day- October 12, 2024.

#### **CONSENT AGENDA**

Motion Matoushek, second Siebers to accept the monthly Finance Report and approve the Consent Agenda. Motion carried 6-0 on roll call.

#### **CLOSED SESSION**

At 7:40pm, motion Matoushek, second Siebers to adjourn in closed session under WI Statutes Section 19.85 (1) (e) to consider Investing of Public Funds for Housing in TID 9. Motion carried 6-0.

#### **OPEN SESSION**

Motion Matoushek, second Westphal to reconvene in open session under Section 19.85(2) of the WI Statutes. Motion carried 6-0.

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

No action.

#### **ADJOURNMENT**

At 7:55pm, motion Kunz, second Siebers to duly call the meeting adjourned. Motion carried 6-0.



# M I N U T E S CITY OF WAUPUN SPECIAL COMMON COUNCIL City Hall Council Chambers Tuesday, September 24, 2024 at 5:30 PM

#### **CALL TO ORDER**

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

ROLL CALL

Council in-person: Mayor Bishop, Alderman Kaczmarski, Alderman Kunz, Alderman Siebers, Alderman

Matoushek, Alderman Ledesma

Council Absent: Alderman Westphal

**Management in-person**: Attorney VandeZande, City Clerk/Treasurer Hull, Administrator Schlieve, Police Chief Rasch, Fire Chief Demaa, Public Works Director Daane, Recreation Director Kaminski,

General Utility Manager Brooks, Library Director Jaeger, Finance Director Langenfeld

Management absent and excused: None

Audience in-person: Officer Cupery, Officer Schnell, Lt. Navis, Lt. Kreitzman, Lt Investigator Williams,

Mark

Tomashek, of New Frontier, Jaedon Buchholz

Audience Virtual: Jason Whitford

#### **GUEST SPEAKER-PRESENTATION**

1. Jeremiah Winscher, Special Agent In Charge/Project Director of the Division of Criminal Investigation MEG-Drug Unit

Special Agent Winscher holds a presentation on various drug being seen in Communities.

#### **CONSIDERATION - ACTION**

- 2. Ordinance to repeal and recreate Ch.19 entitled Floodplain Zoning (Plan Commission 9-18-24)
  Motion Matoushek, second Siebers to waive the first reading and adopt Ordinance #2024-011 to
  repeal and recreate Ch.19 entitled Floodplain Zoning. Motion carried 5-0 on roll.
- 3. Certified Survey Map for 414 and 416 W Jefferson Street (Plan Commission 9-18-24)
  Motion Ledesma, second Kunz to approve the Certified Survey Map for 414 and 416 W Jefferson Street. Motion carried 5-0 on roll.
- 4. Certified Survey Map for 223, 227 and 231 Woodland Drive and 506, 510 and 514 Hoard Rd (Plan Commission 9-18-24)

Motion Matoushek, second Kunz to approve the Certified Survey Map for 223, 227 and 231 Woodland Drive and 506, 510 and 514 Hoard Rd. Motion carried 5-0 on roll.

5. Resolution to Establish the Polling Place of the November 5, 2024, General Election for the City of Waupun

Motion Kunz, second Ledesma to adopt Resolution 09-24-24-01 to Establish the Polling Place of the November 5, 2024, General Election for the City of Waupun at the Waupun Community Center, 520 McKinley Street, Waupun. Motion carried 5-0 on roll call.

6. License and Permit Applications; Monthly Expenses

Motion Ledesma, second Kunz to approve the license, permits and monthly expenses. Motion carried 5-0 on roll call.

At 6:34pm, Matoushek exits the meeting.

#### **DISCUSSION-INFORMATIONAL**

7. 2025 Budget Review

Staff provides completed draft of the proposed 2024 budget for discussion and review.

#### 8. County Collaboration on WEDC Small Business Development Grant

WEDC provides a new Small Business Development Grant which is designed to support business startups and expansions for businesses under 25 employees and is modeled after the successful Main Street Bounceback Program. Staff i surrounding rural communities and is exploring a joint application that would require a city match of \$15,000 over the next 12 to 24 months. Staff intend to proceed.

#### 9. Public Facility Updates

Staff reviews maintenance of city facilities.

#### 10. Ordinance Pipeline

Pending ordinances are reviewed.

#### **ADJOURNMENT**

At 6:58pm, motion Kunz, second Ledesma duly call the meeting adjourned. Motion carried 4-0.

### Minutes of the Waupun Public Library Board Meeting Wednesday, September 19, 2024

The Waupun Public Library Board was called to order by President Bev Martens at 4:30 p.m. on Wednesday, August 21, 2024. Present were Beer, Schultz, Siebers, Svec, Jaeger, and Garcia. Sullivan was present via Zoom. Gehl and Hintze were absent.

#### **Minutes from Previous Meetings**

Motion by Siebers, second Schultz, to accept the August minutes as presented. Motion carried.

#### Persons Wishing to Address the Library Board

None.

#### **Monthly Statistics**

August statistics were reviewed.

#### **Budget Summary**

Current budget was reviewed.

#### **Consideration of Bills for Payment**

Motion by Schultz, second Svec, to pay the bills as presented. Motion carried 5-0 on roll call (Beer arrived after the vote).

#### **Committee Reports**

None.

#### Librarian's Report

Librarian's report was reviewed.

#### **Old Business**

None.

#### **New Business**

Motion by Schultz, second Siebers, to accept revisions to Code of Conduct:

#5: For reasons of public health and safety, neglecting to wear shirt, pants, shoes, or other footwear is prohibited.

#13. Alcohol is prohibited in the library or on library property.

Motion carried.

Motion Siebers, second Beer, to approve Fax Policy. Motion carried.

#### Future meetings and gatherings involving the Library Board

Next tentative meeting: Wednesday, October 16, 2024, at 4:30 p.m.

#### Adjournment

Motion by Beer, second Sullivan, to adjourn at 4:53 p.m. Motion carried.

Marie Svec, Secretary MS/bkj



### Waupun Police Department Monthly Report

#### September 2024

#### **Staffing Updates**

Our current staff level is 15 sworn personnel and 2 non-sworn personnel. We currently have 2 vacant Patrol Officer positions. We are currently conducting a hiring process for the vacant Patrol Officer positions.

Patrol Lieutenant Mike Navis was sworn in on 9/16/2024. Investigative Lieutenant Bobby Williams was sworn in on 9/16/2024

#### **Community Engagement**

Fond du lac County Law Executive Meeting
911 Silent Parade Juneau, WI
WBEV Community Comment
Gybers Ribbon Cutting
Dodge County Law Executive Meeting
WASD School Safety Meeting
FDL County Sexual Assault Response Team Meeting

#### **Department Information**

WI FBINAA Training – Chief Rasch and Deputy Chief Sullivan attended
Emergency Vehicles Operation and Control Power Point and Track Training – Department wide
SWAT Training – Officer Halverson
K9 Training – Officer Halverson
CIB Conference – Danyelle DeBoer
Tint Meter Operator Training – Officer Warner
Investigative Report Writing – Officer Knudson
Internet Crimes Against Children Training – Lt Williams

#### **Open Records Requests**

We are continuing to field a large number of open records requests. Due to the complexity of some of these requests we are beginning to track the amount of time it takes to complete these tasks.

2024 Total – 466 September Total – 43

2023 Annual Total - 583

2022 Annual Total - 555

2021 Annual Total - 564

2020 Annual Total - 623



### Waupun Police Department Monthly Report

#### September 2024

#### **Police Activity**

Calls for Service: 839

Arrests: 21

<b>Code Enforcement</b>	Warnings	Citations
January	19	3
February	11	6
March	7	10
April	9	2
May	6	1
June	4	11
July	26	2
August	27	5
September	14	0

#### **Investigations**

WP2301169 Follow Up - Drug Overdose Death/Homicide

24WP03357 Threat assessment at Rock River Intermediate School; student threatened to bring gun to school and shoot another student because of "bullying." Determined to be no viable threat and students were both counseled.

24WP01609 Release of firearm to subject from mental health investigation

24WP03267 Suspicious Activity/possible ordnance located. Dane County Bomb Squad removed

items.

24WP03365 Stolen Firearm Located and turned over to Fond du Lac County Sheriff

24WP03203 - Sexual Assault - Active & Under Investigation

24WP01375 - Sexual Assault - Active & Under Investigation

24WP03327 – Sexual Assault – Completed & Charged 2<sup>nd</sup> Degree Sexual Assault of a Child / Child Enticement

24WP03560 - ICAC - Active & Under Investigation

24WP03692 – Invasion of Privacy – Active & Under Investigation, will lead to felony charges & potential charges from other jurisdictions

24WP01081 – Burglary – Active & Under Investigation, person of interest identified. Case will likely be further investigated by patrol division with my assistance

24WP03715 – Burglary – Active & Under Investigation, person of interest identified.

24WP01976 - Burglary - Completed & Charges pending of Entry into a Locked Dwelling & Disorderly Conduct

WP2200393 – Homicide – Active & Under Investigation, Interviewed subject

ATF - Assisting w/ 2 Federal cases

Chief of Police Jeremy Rasch



### **Waupun Police Department**





Monthly Call Volume Report

Call Volume Monthly 2023 - 2024							
Month	2023	2024	Percent Difference				
January	1070	807	-24.6%				
February	920	730	-20.7%				
March	1037	785	-24.3%				
April	946	768	-18.8%				
May	1193	763	-36.0%				
June	1107	755	-31.8%				
July	1080	768	-28.9%				
August	1113	830	-25.4%				
September	1045	840	-19.6%				
October	998						
November	769						
December	790						
Grand Total:	12,068	7,046					



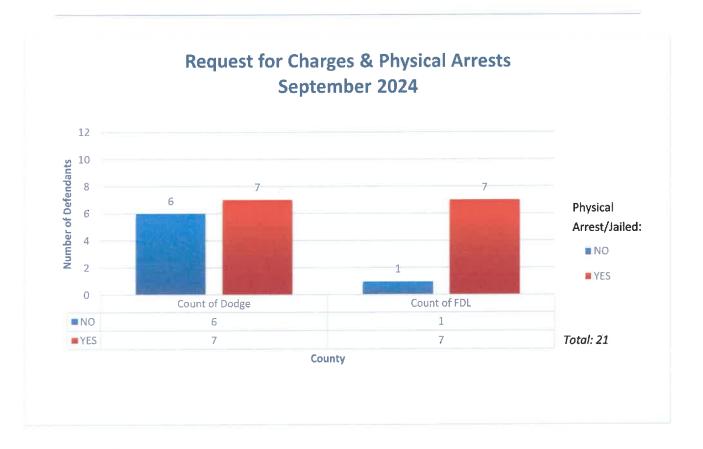


### **Waupun Police Department**

### September 2024



Request for Charges & Physical Arrest Report





### Waupun Police Department Total Call Report



From: September 1, 2024 To: September 30, 2024

Agency	Incident Type	Total Incident
WP	911 CHECK	16
	ACCIDENT	10
	ACCIDENT AMBULANCE	1
	ACCIDENT W/BLOCKAGE	1
	ACCIDENT W/INJURY	2
	AMBULANCE	47
	ANIMAL ABUSE	1
	ANIMAL BITE	1
	ANIMAL COMPLAINT	10
	ASSAULT	1
	ASSIST AGENCY	11
	ASSIST CITIZEN	39
	ASSIST MOTORIST	2
	ATTEMPT TO LOCATE	4
	BATTERY	1
	BIKE STOP	1
	BUILDING CHECK	25
	CAR VS DEER	1
	CARCASS IN ROADWAY	1
	CHAPTER 51	1
	CHECK WELFARE	20
	CHILD ABUSE/NEGLECT	2
	CHILD CUSTODY	1
	CIVIL PROBLEM	9
	CRIMINAL DAMAGE TO PROPERTY	1
	DEPARTMENT K9 DOG	1
	DIRECTED AREA PATROL	144
	DISABLED VEHICLE	1
	DISORDERLY CONDUCT	8
	DOMESTIC	4
	DRUGS/NARCOTICS	6
	DUI ALCOHOL OR DRUGS	3
	ESCORT	1
	EXTRA PATROL	38
	FIREWORKS COMPLAINT	1
	FOLLOW UP	64
	FOOT PATROL	10
	FOUND ANIMAL	2
	FOUND PROPERTY	12
	FRAUD	3
	FUNERAL ESCORT	7
	GAS DRIVE OFF	1
	HARASSMENT	3
	HIT AND RUN	3
	INFORMATION TO DOCUMENT	3
	INTOXICATED SUBJECT	1
	INTRUSION ALARM	5
	JUVENILE PROBLEM	9
		=



### Waupun Police Department Total Call Report



From: September 1, 2024 To: September 30, 2024

LEWD/LACIVIOUS	1
LITTERING	1
LOST PROPERTY	1
NEIGHBOR DISPUTE	5
NOISE COMPLAINT	2
OCCUPIED DISABLED	3
OPEN DOOR	2
ORDINANCE VIOLATION	19
OVERDOSE	2
PARKING ENFORCEMENT	17
PATROL ASSIST FIRE	10
PORNOGRAPHY	1
RECKLESS DRIVER	8
RUNAWAY	1
SCAM COMPLAINT	5
SEXUAL ASSAULT	2
SHOPLIFTER	1
SPECIAL ASSIGNMENT	7
SUBJECT STOP	7
SUSPICIOUS ACTIVITY	14
SUSPICIOUS VEHICLE	2
TAVERN CHECK	3
THEFT	7
THREATS COMPLAINT	8
TRAFFIC COMPLAINT	1
TRAFFIC ENFORCEMENT	51
TRAFFIC PROBLEM	3
TRAFFIC VIOLATION	106
TRESPASSING	1
TRUANCY	1
UNDERAGE POSSESSION	1
VANDALISM	3
VEHICLE LOCKOUT	1
WARRANT	2
WARRANT OTHER AGENCY	1
Total	839



## Waupun Fire Department

16 E. Main Street Waupun, WI 53963

Non-emergency Number: 920-324-7910

B.J. DeMaa, Chief bjdemaa@waupunpd.org

#### **Monthly Report**

Date: October 2, 2024

To: Mayor, Council, City Administrator, and PFC

From: Fire Chief, B.J. DeMaa Re: September report

#### Fire Calls:

There were nineteen (19) fire & rescue calls in the month of September for a total of one hundred thirty-seven (137) year-to-date.

Avg # of Responders (Excluding mutual aid and shift calls)					
4A – 8P	10.4				
8P – 4A	14.0				

<sup>\*</sup> Current roster is 25 members.

**RED** = below recommended industry best practices

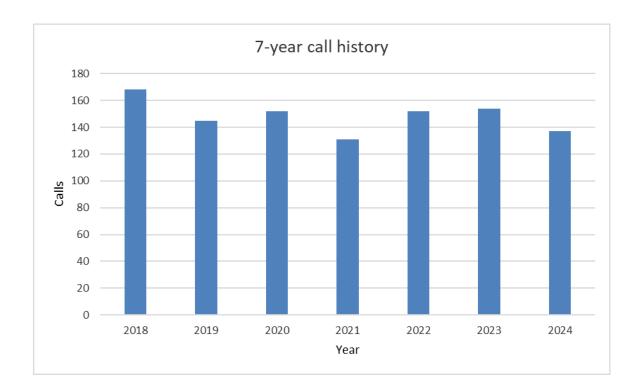
**GREEN** = meets industry best practices

A	Average Fire Personnel Response (excluding mutual aid & shift calls) YTD:											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
4A - 8P	11.1	13.7	11.0	11.5	9.8	12.0	7.7	10.0	10.4			
8P – 4A	14.3	16.0	14.0	N/A	12.2	10.2	12.8	9.8	14.0			

<sup>\*\*</sup> National Fire Protection Association (NFPA) recommends no less than 15 firefighters for offensive fire attack at structure fire.

#### **Fire notes:**

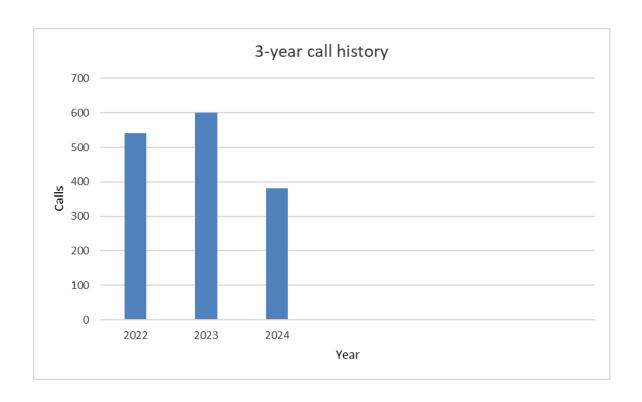
- Currently accepting applications for paid-on-call firefighters.
- Staffing:
  - o FFs: 25 (can go up to 30)
  - o 2 new firefighters have started and are in FF1 class.
- Avg response time 8:31 (goal 11 minutes)
- Fractile respone 100% (goal 80%)
- Retention Survey sent out to members.
- Fire Prevention Week is October 6 12.
- 150<sup>th</sup> Anniversary Open House on Monday, October 6, from 5:30 8 p.m.
- Townships and City have resumed discussions on what a merger could look like.
- Discussion with Beaver Dam FD on their Cadet program.



#### **EMR Calls:**

**EMR Call Summary 2024:** 

	<b>Emergency Medical Responder Calls YTD:</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
49	42	34	36	47	35	38	42	58				381



#### **EMR notes:**

- Currently accepting applications for paid-on-call EMRs.
- Staffing:
  - o EMRs: 11 (can go up to 15)
    - 1 setting up NREMT test.
    - 2 EMRs are going through background checks.
- Total calls EMRs first on scene 19 (33%)

- Avg. arrival time before contracted service 1.7 minutes (does not include mutual aid calls)
- Mutual aid requests by contracted service 0
- Shift calls 21 (50%)

#### **Emergency Management notes:**

- Working with Casey on revisions to the City's Emergency Operations Plan.

LIBRARY	MONTHLY REPORT
	October 2024
Subject	Summary
Statistics	Through the end of September, the library circulated/downloaded/loaned 107,115 items, and 42,532 people walked through our doors. Program attendance is up 6.5%, drive-up service window transactions up 22%.
Puzzle Race	Nine teams competed at the library's Puzzle Race night on September 24, with 35 residents attending.
Programs	Programs for October include Storytimes, book clubs, craft night, Toddler Tuesday, beading program, Lego club, and a movie afternoon.



### CITY OF WAUPUN RECREATION DIRECTOR RACHEL KAMINSKI

Waupun Senior Center/Recreation Department 301 E. Main Street, Waupun WI 53963 920-324-7930

Open for lunch and foot care

MONTHLY REPORT TO COMMON COUNCIL - October 8, 2024							
Activity/Project	Status	Notes/Other					
Senior Center Attendance – September	1,138 participants signed in Average daily attendance - 57 participants	Open 20 days					
Senior Center Rentals – September	0 rentals Paused rentals to move into new building	2 rentals in September 2023					
Senior Center Meals – September	Serving Monday - Wednesday, 48 Indoor Dining Meals Serving Monday - Friday, 137 Mobile Meals, FdL Cty	Daily Average – 4 meals Daily Average – 7 meals					
Senior Center Special Activities/Events	<ul> <li>September 17 - AARP Smart Driver Course</li> <li>September 19 – Last Yoga in the Park for the year</li> <li>Starting to pack and prepare to move to new building</li> </ul>	9 participants 44 participants					

September 17-October 1 – Membership Fees

October 7 – Membership Registration Starts

October 14-18 Closed Moving Week October 21 – Open at New Building

RECREATION DEPARTMENT

### OCTOBER ACTIVITY CALENDAR SENIORS

this month

Announced

**Upcoming Senior Center** 

Special Activities/Events

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
CIRCUIT FITNESS CENTER MONDAY-FRIDAY 8AM – I 0AM	Packing 9am Hand & Foot Cards 10:30am Tone 11:30am Lunch	9am Dice 10:30am Aerobics 11:30am Lunch Noon UNO 1pm Sheepshead 1pm Knit-Wits	8:30am Foot Care 9am Dominoes 10:30am Yoga Noon Board Games 1pm Sheepshead	9am Se7ens 10:30am Aerobics
Membership Key Tag 9am Marbles 10:30am Yoga 11:30am Lunch 1pm Euchre 1pm Golf Cards	9am Hand & Foot Cards 10:30am Tone 11:30am Craft Club 11:30am Lunch	9 9am Dice 10:30am Aerobics 11:30am Craft Club 11:30am Lunch Noon UNO 1pm Sheepshead 1pm Knit-Wits	9am Dominoes 10:30am Yoga Noon Board Games 1pm Sheepshead	9am Se7ens 10:30am Aerobics 1pm SIA Bingo
14	15	16	17	18
CLOSED MOVING WEEK 11:30am Lunch	CLOSED MOVING WEEK 11:30am Lunch	CLOSED MOVING WEEK 11:30am Lunch	CLOSED MOVING WEEK 8:30am Foot Care	CLOSED MOVING WEEK 1pm Bingo at Prairie Ridge
New Building Open 9am Marbles 10:30am Yoga 11:30am Lunch 1pm Euchre 1pm Golf Cards	9am Hand & Foot Cards 10:30am Tone 11:30am Lunch 1pm Mayor	9am Dice 10:30am Aerobics 11:30am Lunch Noon UNO 1pm Sheepshead 1pm Knit-Wits	9am Dominoes 9am Dementia Care Specialist 10:30am Yoga Noon Board Games 1pm Sheepshead	9am Se7ens 9am Book Club 10:30am Aerobics
9am Marbles 10:30am Yoga 11:30am Lunch 1pm Euchre 1pm Golf Cards	9am Hand & Foot Cards 10:30am Tone 11:30am Lunch	9am Dice 10:30am Aerobics 11:30am Lunch Noon UNO 1pm Sheepshead 1pm Knit-Wits	9am Dominoes 10:30am Yoga Noon Board Games 1pm Sheepshead	PICKLEBALL INFO— CHECK PAGE 8



### **AGENDA SUMMARY SHEET**

MEETING DATE: 10/8/2024 TITLE: Finance

**AGENDA SECTION:** CONSENT AGENDA

**PRESENTER:** Casey Langenfeld, Finance

Director

DEPARTMENT GOAL(S) SUPPORTED (if applicable)	FISCAL IMPACT	

#### **SUMMARY:**

#### **STAFF RECOMMENDATION:**

Request action to accept the financials for September 2024.

#### **ATTACHMENTS:**

September 2024 Monthly Financials

#### **RECOMMENDED MOTION:**

Motion to accept the monthly financials.



## MONTHLY FINANCIAL REPORT 2024

#### January

Revenues	Expenses

#### **February**

Revenues	Expenses
\$46,984 Payment for Municipal Services (\$27,984 more than	
budgeted for)	
\$43,510.65 interest income over budget	

#### March

Revenues	Expenses
\$250,000 Donation to Community Center Stone Family Foundation	

#### April

Revenues	Expenses

#### May

Revenues	Expenses
\$50,679 Recycling Grant Received	

#### June

Revenues	Expenses
\$206,503 Interest Income over budget	

#### July

Revenues	Expenses

#### August

Revenues	Expenses
\$276,905.21 Interest Income over budget	

#### September

Revenues	Expenses
\$24,905 Bulding Permit admin fees over budget	\$6,583 Fire Department Truck Repairs overbudget

#### CITY OF WAUPUN MONTHLY FINANCIAL REPORT

September 30, 2024



FUND 100					% of Year I
General Operations Fund					75%
	9/30/2024	9/30/2024	9/30/2024	9/30/2024	
	Month Activity	YTD Actual	<b>Budget Amount</b>	Over/(Under)	Percen
REVENUE					
「axes	63,754	2,138,789	2,279,125	(140,336)	93.84
Special Assessments	30	247	100	147	247.16
ntergovernmental Aids	1,046	1,135,643	3,970,768	(2,835,124)	28.60
icenses and Permits	341	37,647	55,230	(17,583)	68.16
Penalties, Forefeitures	524	29,947	42,500	(12,553)	70.46
Public Charges for Service	5,613	259,037	299,143	(40,106)	86.59
ntergovernmental Charges	-	-	-	-	
Miscellaneous Revenue	489	387,638	62,500	325,138	620.22
Special Funds Activity	-	-	190,701	(190,701)	0.00
TOTAL REVENUE	71,797	3,988,950	6,900,067	(2,911,117)	
EXPENDITURES					
General Government	68,125	877,449	1,481,040	(603,591)	59.25
Recreation	10,645	379,630	802,351	(422,721)	47.31
Assessor/Inspector	3,200	29,101	40,500	(11,399)	71.85
Police	172,966	1,652,508	2,540,805	(888,297)	65.04
Fire	34,044	270,442	571,498	(301,056)	47.32
Public Works	127,583	1,118,748	1,674,638	(555,889)	66.81
Economic Dvlp/Admin	(601)	141,133	22,235	118,898	634.74
TOTAL EXPENDITURES	415,963	4,469,011	7,133,067	(2,664,055)	
NET REVENUE OVER EXPENDITURES	(344,166)	(480,062)	(233,000)		
FUND 210					
ibrary Fund					
	Month Activity	YTD Actual	Budget Amount	Over/(Under)	Percen
REVENUE					
āx Levy	-	553,896	553,896	_	100.00
nterest/Divid/Grants/Cty Approp	-	224,606	216,625	7,981	103.68
ees	60	6,399	700	5,699	914.21
Revenue/Donations	5,865	29,893	5,000	24,893	597.87
TOTAL REVENUE	5,924	814,795	776,221	38,574	337.07
OTAL NEVEROL	3,324	014,753	770,221	30,374	
EXPENDITURES					
ibrary Expenses	56,537	539,044	776,221	(237,177)	69.44
Fransfer Out - Capital Fund	,	-		-	0.00
TOTAL EXPENDITURES	56,537	539,044	776,221	(237,177)	0.00
	30,331	333,044	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(237,177)	
NET REVENUE OVER EXPENDITURES	(50,613)	275,751	-		

FUND 220				
Grants and Donations Fund	9/30/2024	9/30/2024	9/30/2024	9/30/2024
	Month Activity	YTD Actual	Budget Amount	Over/(Under)
REVENUE	Wollin Activity	TID Actual	budget Amount	Over/(onder)
Federal Grants	_	49,976	_	49,976
State/Misc Grants & Donations	4,917	331,038	6,010	325,028
TOTAL REVENUE	4,917	381,013	6,010	375,003
	,-			,
EXPENDITURES				
General Government	-	-	5,000	(5,000)
Recreational Grants	19,205	94,675	-	94,675
Police Grants	2,496	7,287	-	7,287
Fire/EMR Grants DPW Grants	3,086 57	3,086 89	-	3,086 89
Economic Development	- -	-	1,000	(1,000)
TOTAL EXPENDITURES	24,845	105,138	6,000	99,138
TOTAL EAT ENDITONES	24,043	100,100	0,000	33,136
NET REVENUE OVER EXPENDITURES	(19,928)	275,876	10	
FUND 230				
Building Inspection Fund				
	Month Activity	YTD Actual	Budget Amount	Over/(Under)
REVENUE	-		_	
「ax Levy	-	-	-	_
Building Permits	15,601	105,320	75,000	30,320
ees	5,975	33,440	9,500	23,940
TOTAL REVENUE	21,576	138,760	84,500	54,260
-VAFALDITUDES				
EXPENDITURES	24.091	02.205	76 925	15 460
Operating Supplies/Wages TOTAL EXPENDITURES	24,081 24,081	92,285 92,285	76,825 76,825	15,460
TOTAL EXPENDITURES	24,061	92,265	70,823	15,460
NET REVENUE OVER EXPENDITURES	(2,505)	46,476	7,675	
FUND 300				
Debt Fund				
	Month Activity	YTD Actual	Budget Amount	Over/(Under)
REVENUE	wientricerrey	, , b , tetaa,	Budgetrunount	over, (onder)
Paid to Escrow Agent	_	_	-	_
General Property Tax	_	812,105	812,105	_
Funds Applied	-	1,256	1,000	256
Fransfer in Other Funds	-	820,118	1,005,937	(185,819)
TOTAL REVENUE	-	1,633,480	1,819,042	(185,563)
OTAL REVERSE		1,033,400	1,019,042	(103,303)
EXPENDITURES				
2021 Street Project P&I	_	133,900	133,900	_
Principal and Interest Payments	-	1,134,086	1,685,142	(551,056)
TOTAL EXPENDITURES	-	1,267,986	1,819,042	(551,056)
		,==:,000	_,,	(===,000)
		365,494		

9/30/2024	9/30/2024	9/30/2024	9/30/2024
Month Activity	YTD Actual		
-	340,000	340,000	-
-	609	-	609
-	1,567,976	2,561,877	(993,901)
-	15,550	15,000	550
-	-	-	-
76,135	201,436	8,000	193,436
-	-	219,010	(219,010)
76,135	2,125,571	3,143,887	(1,018,316)
555	123,149	86,300	36,849
56,135	2,965,346	2,786,500	178,846
-	-	50,000	(50,000)
-	-	-	-
(10,500)	19,503	256,000	(236,497)
-	-	-	-
46,190	3,107,998	3,178,800	(70,802)
	Month Activity  76,135 - 76,135  - (10,500) -	Month Activity YTD Actual  - 340,000 - 609 - 1,567,976 - 15,550 76,135 201,436 76,135 2,125,571  555 123,149 56,135 2,965,346 (10,500) 19,503	Month Activity         YTD Actual         Budget Amount           -         340,000         340,000           -         609         -           -         1,567,976         2,561,877           -         15,550         15,000           -         -         -           76,135         201,436         8,000           -         -         219,010           76,135         2,125,571         3,143,887           555         123,149         86,300           56,135         2,965,346         2,786,500           -         -         50,000           -         -         50,000           -         -         -           (10,500)         19,503         256,000

FUND 404					
<b>Business Park Fund</b>					
	Month Activity	YTD Actual	Budget Amount	Over/(Under)	Percent
REVENUE					
Tax Increment	-	-	-	-	0.00
Interest Income	-	-	-	-	0.00
Leases/Debt Proceeds	-	405,327	10,453	394,874	3877.62
TOTAL REVENUE	-	405,327	10,453	394,874	
EXPENDITURES					
Operating	277	412,151	10,000	402,151	4121.51
TOTAL EXPENDITURES	277	412,151	10,000	402,151	•
NET REVENUE OVER EXPENDITURES	(277)	(6,824)	453		

FUND 405 TID 3 Fund				
	9/30/2024	9/30/2024	9/30/2024	9/30/2024
	Month Activity	YTD Actual	Budget Amount	Over/(Under)
REVENUE				
Tax Increment	-	192,642	192,642	0
PILOT	-	6,023	9,000	(2,977)
Grants	-	34,470	50,000	(15,530)
Permits	-	-	-	-
Donations	-	-	-	-
Proceeds Long Term Debt Issue  FOTAL REVENUE	<u>-</u>	233,136	251,642	(18,506)
OTAL REVENUE	<u>-</u>	233,130	231,042	(18,300)
EXPENDITURES				
Operating	1,205	178,715	206,222	(27,507)
Transfer Out - Other Funds	-	-	-	- (2= =2=)
TOTAL EXPENDITURES	1,205	178,715	206,222	(27,507)
NET REVENUE OVER EXPENDITURES	(1,205)	54,421	45,420	
FUND 401				
FID 5 Fund				- "
OF VENUE	Month Activity	YTD Actual	Budget Amount	Over/(Under)
REVENUE		427 520	424 691	(7.153)
Fax Increment Developer Guarantees	-	427,528 32,342	434,681 24,735	(7,153) 7,607
ees	-	32,342	24,733	7,007
nterest Revenue	-	_	_	_
Proceeds Long Term Debt Issue	-	-	_	_
TOTAL REVENUE	-	459,870	459,416	454
EXPENDITURES				
Operating	-	379,133	379,200	(67)
TOTAL EXPENDITURES	-	379,133	379,200	(67)
NET REVENUE OVER EXPENDITURES	-	80,737	80,216	
NET REVENUE OVER EXPENDITORES		80,737	80,210	
FUND 408				
ΓID 6 Fund				
	Month Activity	YTD Actual	Budget Amount	Over/(Under)
REVENUE				
Tax Increment	-	117,781	117,781	0
State/Federal Grants	-	-	-	-
ermits	-	-	-	-
Oonations/Transfer In  FOTAL REVENUE	<u>-</u>	117 701	117 701	-
OTAL REVENUE	<u>-</u>	117,781	117,781	0
XPENDITURES				
Fransfers Out - Other Funds	-	55,000	67,630	(12,630)
Operating	-	1,083	5,240	(4,157)
TOTAL EXPENDITURES	-	56,083	72,870	(16,787)
NET REVENUE OVER EXPENDITURES	-	61,698	44,911	

	FUND 407				
Month Activity   YTD Actual   Budget Amount   Over/(Under)	TID 7 Fund				
Note		9/30/2024	9/30/2024	9/30/2024	9/30/2024
STATE   STAT		Month Activity	YTD Actual	Budget Amount	Over/(Under)
#### 1	REVENUE				
Companies   Comp	Tax Increment	-	57,419	57,419	-
######################################	Permits	-	-	-	-
Part	State Grants	-	-	-	-
Table	Permits - Other	-	-	-	-
Common   C	Donations	-	-	-	-
t on Adv/Transfer to Debt Fund	TOTAL REVENUE	-	57,419	57,419	-
t on Adv/Transfer to Debt Fund	EVDENDITLIDES				
Perating   -		_	27 469	154 938	(127 469)
DTAL EXPENDITURES   - 33,486   156,088   (122,601)     NET REVENUE OVER EXPENDITURES   - 23,933   (98,669)   122,601     Nonth Activity		-			
NET REVENUE OVER EXPENDITURES - 23,933 (98,669) 122,601  IND 418 D 8 Fund  Month Activity YTD Actual Budget Amount Over/(Under)  EVENUE  As Increment - 185,177 185,177 - 185,17	- · · · · · · · · · · · · · · · · · · ·			,	
Nonth Activity   YTD Actual   Budget Amount   Over/(Under)				130,000	
Month Activity   YTD Actual   Budget Amount   Over/(Under)	NET REVENUE OVER EXPENDITURES	-	23,933	(98,669)	122,601
Month Activity   YTD Actual   Budget Amount   Over/(Under)					
Month Activity   YTD Actual   Budget Amount   Over/(Under)	FUND 418				
A	TID 8 Fund				
Second   S		Month Activity	YTD Actual	<b>Budget Amount</b>	Over/(Under)
Permits	REVENUE				
res	Гах Increment	-	185,177	185,177	-
Terest Revenue	Permits	-	-	-	-
Conceeds from Long Term Debt Issue   -   -   -   -   -   -   -   -   -	Fees	-	-	-	-
PRINCE   P	Interest Revenue	-	-	-	-
CAPENDITURES   Canasfer Out - Debt Fund   - 94,152   94,152   -		-	-	-	-
Ansfer Out - Debt Fund - 94,152 94,152 - 18,583 31,150 (12,567)  OTAL EXPENDITURES - 112,735 125,302 (12,567)  NET REVENUE OVER EXPENDITURES - 72,441 59,875  UND 419  D 9 Fund  Month Activity YTD Actual Budget Amount Over/(Under)  EVENUE  ax Increment - 25,874 25,874 - 21,510  ax Increment - 21,510 - 21,510  ax Coceeds Long Term Debt	TOTAL REVENUE	-	185,177	185,177	-
Perating	EXPENDITURES				
Perating	Transfer Out - Debt Fund	-	94,152	94,152	-
NET REVENUE OVER EXPENDITURES   -	Operating	-		31,150	(12,567)
Month Activity   YTD Actual   Budget Amount   Over/(Under)	TOTAL EXPENDITURES	-			(12,567)
Month Activity   YTD Actual   Budget Amount   Over/(Under)			72.444	50.075	
Month Activity   YTD Actual   Budget Amount   Over/(Under)	NET REVENUE OVER EXPENDITURES	-	/2,441	59,875	
Month Activity   YTD Actual   Budget Amount   Over/(Under)					
Month Activity         YTD Actual         Budget Amount         Over/(Under)           EVENUE         ax Increment         -         25,874         25,874         -           ax Increment         -         21,510         -         21,510           coceeds Long Term Debt         -         -         -         -           coceeds Long Term Debt         -         47,384         25,874         21,510           CYPENDITURES         -         47,384         25,874         21,510           CYPENDITURES         -         51,750         103,500         (51,750)           perating         294         186,496         27,540         158,956           COTAL EXPENDITURES         294         238,246         131,040         107,206	FUND 419				
EVENUE ax Increment - 25,874 - 21,510 - 21,510 - 21,510 - 21,510 - 21,510 - 21,510 - 21,510	TID 9 Fund				
25,874   25,874   -		Month Activity	YTD Actual	Budget Amount	Over/(Under)
Terest Revenue - 21,510 - 21,510  Troceeds Long Term Debt	REVENUE				
Foceeds Long Term Debt	Tax Increment	-		25,874	-
OTAL REVENUE       -       47,384       25,874       21,510         KPENDITURES       -       51,750       103,500       (51,750)         perating       294       186,496       27,540       158,956         OTAL EXPENDITURES       294       238,246       131,040       107,206	Interest Revenue	-	21,510	-	21,510
KPENDITURES         ransfer Out - Other Funds       -       51,750       103,500       (51,750)         perating       294       186,496       27,540       158,956         DTAL EXPENDITURES       294       238,246       131,040       107,206	Proceeds Long Term Debt	-	-	-	-
ransfer Out - Other Funds - 51,750 103,500 (51,750) perating 294 186,496 27,540 158,956  DTAL EXPENDITURES 294 238,246 131,040 107,206	TOTAL REVENUE	-	47,384	25,874	21,510
ransfer Out - Other Funds - 51,750 103,500 (51,750) perating 294 186,496 27,540 158,956  DTAL EXPENDITURES 294 238,246 131,040 107,206	EXPENDITURES				
perating         294         186,496         27,540         158,956           DTAL EXPENDITURES         294         238,246         131,040         107,206		-	51 750	103 500	(51 750)
<b>DTAL EXPENDITURES</b> 294 238,246 131,040 107,206		294			
	TOTAL EXPENDITURES				
<b>NET REVENUE OVER EXPENDITURES</b> (294) (190,862) (105,166)					==:,==0
	NET REVENUE OVER EXPENDITURES	(294)	(190,862)	(105,166)	

FUND 410				
Equipment Fund				
	9/30/2024	9/30/2024	9/30/2024	9/30/2024
	Month Activity	YTD Actual	Budget Amount	Over/(Under)
REVENUE				
Tax Levy	-	225,000	225,000	-
Grants	-	8,592	5,000	3,592
Misc.	-	31,139	9,000	22,139
Transfers In - Other Funds	-	-	-	-
TOTAL REVENUE	-	264,732	239,000	25,732
EXPENDITURES				
Administration	-	4,245	14,000	(9,755)
Recreation	2,710	4,917	5,000	(83)
Police	45,182	82,759	131,624	(48,865)
Fire	530	1,727	26,500	(24,774)
Library	-	-	-	-
DPW	20,649	127,400	101,617	25,783
TOTAL EXPENDITURES	69,070	221,048	278,741	(57,693)
NET REVENUE OVER EXPENDITURES	(69,070)	43,684	(39,741)	
	(00)010)	,	(,	
FUND 420				
Recycling Fund				
recycling rund	Month Activity	YTD Actual	Budget Amount	Over/(Under)
REVENUE	WOITH ACTIVITY	TID Actual	Budget Amount	Over/(Onder)
		E 000	E 000	
Grant Fees	- 12,118	5,000 96,917	5,000 154,377	- (57,460)
nterest	12,116	3,965	3,500	(37,460)
TOTAL REVENUE	12,118	105,882	162,877	(56,995)
TOTAL REVENUE	12,116	103,882	102,877	(30,993)
EXPENDITURES				
Operating	12,415	100,167	154,604	(54,437)
TOTAL EXPENDITURES	12,415	100,167	154,604	(54,437)
NET REVENUE OVER EXPENDITURES	(297)	5,714	8,273	
FUND 425				
Solid Waste Fund				
	Month Activity	YTD Actual	Budget Amount	Over/(Under)
REVENUE	,		-	,
Fees	36,353	290,750	428,259	(137,509)
TOTAL REVENUE	36,353	290,750	428,259	(137,509)
	•	·	•	•
EXPENDITURES				
Operating	33,627	284,569	432,093	(147,524)
TOTAL EXPENDITURES	33,627	284,569	432,093	(147,524)
NET REVENUE OVER EXPENDITURES	2,727	6,181	(3,834)	
OTEN EN ENDITONES	2,121	0,101	(3,034)	

FUND 430				
Tourism Fund				
	9/30/2024	9/30/2024	9/30/2024	9/30/2024
	Month Activity	YTD Actual	Budget Amount	Over/(Under)
REVENUE				
Local Room Tax	5,602	43,547	60,000	(16,453)
Misc.	-	20,000	10,000	10,000
TOTAL REVENUE	5,602	63,547	70,000	(6,453)
EXPENDITURES				
Operating	7,683	43,295	70,000	(26,705)
TOTAL EXPENDITURES	7,683	43,295	70,000	(26,705)
NET REVENUE OVER EXPENDITURES	(2,080)	20,252	-	
FUND 501 Taxi Fund				
Taxi ruliu	Month Activity	YTD Actual	Budget Amount	Over/(Under)
REVENUE	,		5	, ,
Tax Levy	-	45,000	45,000	-
State/Federal Grants	-	49,352	70,000	(20,648)
Sale of Vehicles/Property	-	-	-	-
Transfer In - Other Funds	-	-	-	-
TOTAL REVENUE	-	94,352	115,000	(20,648)
EXPENDITURES				
Operating	86,210	171,669	212,916	(41,247)
TOTAL EXPENDITURES	86,210	171,669	212,916	(41,247)
NET REVENUE OVER EXPENDITURES	(86,210)	(77,316)	(97,916)	
FUND 509				
CDBG Fund	Month Activity	YTD Actual	Budget Amount	Over/(Under)
REVENUE	Wollen Activity	TTD Actual	Budget Amount	Over/(Onder)
Interest	-	23	20	3
TOTAL REVENUE	-	23	20	3
EXPENDITURES				
Operating	60	10,413	73,000	(62,587)
TOTAL EXPENDITURES	60	10,413	73,000	(62,587)
NET REVENUE OVER EXPENDITURES	(60)	(10,390)	(72,980)	
	(50)	(=0,000)	(, 2,330)	

FUND 700					
Stormwater Fund					
	9/30/2024	9/30/2024	9/30/2024	9/30/2024	
	Month Activity	YTD Actual	Budget Amount	Over/(Under)	Percent
REVENUE					
Grants	-	-	-	-	0.00
Fees	-	-	-	-	0.00
Stormwater Fees	50,537	414,557	592,500	(177,943)	69.97
Proceeds Long Term Debt Issue	-	-	-	-	0.00
TOTAL REVENUE	50,537	414,557	592,500	(177,943)	
EXPENDITURES					
Operating, Wages, Benefits	32,970	367,112	-	367,112	0.00
TOTAL EXPENDITURES	32,970	367,112	-	367,112	
NET REVENUE OVER EXPENDITURES	17,566	47,445	592,500		

TO: FROM: Mayor & Common Council

Susan Leahy

Building Permits for SEPTEMBER 2024 SUBJECT:

Permit # Group: Dodge	Applicant Name	Parcel Address	Description	Permit Fee	Admin Fee	Total Fees	Project Cost
2024303	Heidi Antoni	556 BRONSON ST	Complete Tear Off - Reroof House & Garage	\$ 120.00	\$ 45.00	\$ 165.00	20,000.00
2024306	Lee & Renee Wagner	421 E JEFFERSON ST	Complete Tear Off - Reroof House	\$ 102.00		\$ 147.00	17,000.00
2024309	Dawn Meyer	111 LIBERTY ST	Complete Tear Off - Reroof House & Garage	\$ 84.00	\$ 45.00	\$ 129.00	14,000.00
2024310	Eugene Woock	119 FRONTIER ST	Complete Tear Off - Reroof House & Garage	\$ 132.00	\$ 45.00	\$ 177.00	22,000.00
2024348	William Wiggins	511 GRACE ST	Complete Tear Off - Reroof House/Garage, Gutters/Downspouts	\$ 90.00	\$ 45.00	\$ 135.00	15,000.00
2024349	Douglas Wilson	307 GRACE ST	Complete Tear Off - Reroof House & Detached Garage	\$ 129.60	\$ 45.00	\$ 174.60	21,600.00
2024350	Larry Patrouille	396 S WATERTOWN ST	Complete Tear Off - Reroof House & Garden Shed	\$ 120.00	\$ 45.00	\$ 165.00	20,000.00
2024351	Sherry Oechsner	802 E JEFFERSON ST	Complete Tear Off - Reroof House & Garage, Reside, Fascia, Gutters & Shed	\$ 135.00	\$ 45.00	\$ 180.00	22,500.00
2024353	Julius Grover	233 GRANDVIEW AVE	Complete Tear Off - Reroof House	\$ 54.00	\$ 45.00	\$ 99.00	9,000.00
2024557	Cody Hanefeld	662 COCHRANE ST	Service Upgrade	\$ 80.00	\$ 45.00	\$ 125.00	2,200.00
2024562	Sherman Lackey	818 E JEFFERSON ST	Complete Tear Off - Reroof w/ Metal, Gable & Eave Trim, & Gutters	\$ 110.40	\$ 45.00	\$ 155.40	18,400.00
2024563	Josh & Sheree Fuchs	116 BLY ST	Complete Tear Off - Reroof House & Detached Garage & Gutters	\$ 168.68	\$ 45.00	\$ 213.68	28,114.00
2024564	Thomas & Alicia Jahnk	701 S GROVE ST	Complete Tear Off - Reroof House & Detached Garage & Gutters	\$ 124.98	\$ 45.00	\$ 169.98	20,830.00
2024566	Tony Martinez	553 BRONSON ST	Complete Tear Off - Reroof House & Downspouts	\$ 68.40	\$ 45.00	\$ 113.40	11,400.00
2024567	Ryan Lentz	301 S WATERTOWN ST	Complete Tear Off - Reroof House & Detached Garage, Ridge Vent & Gutters	\$ 157.50	\$ 45.00	\$ 202.50	26,250.00
2024581	City of Waupun	201 E MAIN ST	Complete Tear Off -Install New Roof Membrane/Insulation	\$ 510.00	\$ 45.00	\$ 555.00	85,000.00
2024593	Arthur Schick	221 BEAVER DAM ST	Complete Tear Off - Reroof	\$ 111.00	\$ 45.00	\$ 156.00	18,500.00
2024617	Joseph Vanden Berg	717 CLAGGETT AVE	Complete Tear Off - Reroof & Gutters	\$ 153.25	\$ 45.00	\$ 198.25	25,541.11
2024618	Larry Vanden Berg	605 HAZEL ST	Complete Tear Off - Reroof	\$ 139.86	\$ 45.00	\$ 184.86	23,309.67
2024620	TARIN L COSTELLO	518 BRONSON ST	Complete Tear Off - Reroof House & Garage	\$ 127.81	\$ 45.00	\$ 172.81	21,301.00
2024621	Nancy Wanish	415 GRACE ST	Complete Tear Off - Reroof	\$ 81.00	\$ 45.00	\$ 126.00	13,500.00
2024624	Gwen Vandergalien	524 W JEFFERSON ST	Raze Existing Detached Garage & Construct 24x25 Detached Garage	\$ 200.00	\$ 45.00	\$ 245.00	20,000.00
2024625	Madhu Pachal	27 S STATE ST	Complete Tear Off - Reroof	\$ 115.50	\$ 45.00	\$ 160.50	19,250.00
2024626	Madhu Pachal	37 W MAIN ST	Complete Tear Off - Partial Reroof	\$ 56.25	\$ 45.00	\$ 101.25	9,375.00
2024628	Shelly Flier	1004 W LINCOLN ST	Complete Tear Off - Reroof	\$ 141.44	\$ 45.00	\$ 186.44	23,572.50
2024630	Mary Lackey	118 W JEFFERSON ST	Complete Tear Off - Reroof	\$ 105.90	\$ 45.00	\$ 150.90	17,649.45
2024633	Jessica Hein	503 DOTY ST	Complete Tear Off - Reroof House & Detached Garage	\$ 71.21	\$ 45.00	\$ 116.21	11,869.00
2024635	Jill Page	9 REIDS DR	Complete Tear Off - Reroof House & Shed & Gutters	\$ 90.60	\$ 45.00	\$ 135.60	15,100.00
2024636	Agnes Vande Zande	810 E JEFFERSON ST	Complete Tear Off - Reroof	\$ 50.00	\$ 45.00	\$ 95.00	1,700.00
2024637	Bonnie Oestreicher	215 GRANDVIEW AVE	6' High Vinyl Fence, 32' Long	\$ 100.00	\$ 45.00	\$ 145.00	950.00
2024639	Dean Marchenkuski	523 HILLYER ST	Complete Tear Off - Reroof	\$ 111.00	\$ 45.00	\$ 156.00	18,500.00
2024641	Kurt DeBoer	824 SUNSET AVE	Complete Tear Off - Reroof	\$ 148.80	\$ 45.00	\$ 193.80	24,800.00
2024644	John Lins	318 S MADISON ST	Complete Tear Off - Reroof Garage	\$ 50.00	\$ 45.00	\$ 95.00	6,300.00
2024646	Rens Floral	317 E MAIN ST	Interior Electrical Upgrades	\$ 80.00	\$ 45.00	\$ 125.00	3,000.00
2024648		21 BEVERLY CT	Install Sump Crock, Pump & Drain Tile	\$ 96.00	\$ 45.00	\$ 141.00	16,000.00
2024649	Jeff Smith	727 S GROVE ST	6' H Privacy Vinyl Fence	\$ 100.00	\$ 45.00	\$ 145.00	4,650.00
2024652	Kristin Kastein	3 BEVERLY CT	Complete Tear Off - Reroof	\$ 92.70	\$ 45.00	\$ 137.70	15,450.00
2024655	Jason Meyer	905 W LINCOLN ST	Complete Tear Off - Reroof	\$ 90.00	\$ 45.00	\$ 135.00	15,000.00
2024657	Sandy Markus	513 E MAIN ST	Complete Tear Off - Reroof	\$ 80.40 \$ 289.20	\$ 45.00	\$ 125.40	13,400.00
2024660	Tessa Frost	660 COCHRANE ST	Complete Tear Off - Reroof & Reside		\$ 45.00	\$ 334.20	48,200.00
2024661	Rick Hoffman Tim Teachout	1033 W LINCOLN ST 5 E LINCOLN ST	Complete Tear Off - Reroof	\$ 148.80 \$ 76.80	\$ 45.00 \$ 45.00	\$ 193.80 \$ 121.80	24,800.00 12,800.00
2024662 2024663			Complete Tear Off - Reroof	\$ 170.40	\$ 45.00 \$ 45.00	\$ 121.80	28,400.00
2024664	John Bestul Keri Bushweiler	401 S WATERTOWN ST 707 E JEFFERSON ST	Complete Tear Off - Reroof  Complete Tear Off - Reroof	\$ 63.00	\$ 45.00 \$ 45.00	\$ 215.40	10,500.00
2024665	Tim Yonke	721 COUNTRY VIEW DR	Complete Tear Off - Reroof	\$ 82.20	\$ 45.00	\$ 108.00	13,700.00
2024668	Harvey Austin	635 MAXON ST	Complete Tear Off - Reroof	\$ 109.20	\$ 45.00	\$ 154.20	18,200.00
2024670	Tracy Hawkinson	811 VISSER AVE	Complete Tear Off - Reroof	\$ 121.20	\$ 45.00	\$ 166.20	20,200.00
2024671	James Smits	905 PLEASANT AVE	Complete Tear Off - Reroof	\$ 142.20	\$ 45.00	\$ 187.20	23,700.00
2024673	Mary Voskuil	235 PLEASANT AVE	Complete Tear Off - Reroof	\$ 126.00		\$ 171.00	21,000.00
2024674	Desa Rico	302 S DIVISION ST	Complete Tear Off - Reroof	\$ 66.00	\$ 45.00	\$ 111.00	11,000.00
2024675	City of Waupun	520 MCKINLEY ST	Exterior Signage	\$ 175.39	\$ 45.00	\$ 220.39	-
2024681	Cheyanne Sloan	905 E MAIN ST	Complete Tear Off - Reroof	\$ 93.60	\$ 45.00	\$ 138.60	15,600.00
2024683	Nolan Schmidt	109 WELCH ST	Complete Tear Off - Reroof	\$ 65.70	\$ 45.00	\$ 110.70	10,950.00
2024684	Mike Matoushek	304 ELM AVE	Install 60' of Perimeter Drain Tile @ Basement	\$ 50.00	\$ 45.00	\$ 95.00	4,531.21
2024687	Danyelle DeBoer	415 S WATERTOWN ST	Complete Tear Off - Reroof	\$ 61.00		\$ 106.00	10,166.66
2024688	Jason Schumacher	411 S WATERTOWN ST	Complete Tear Off - Reroof	\$ 108.00	\$ 45.00	\$ 153.00	18,000.00
2024693	Integrity Investments	601 ROBIN RD #1	Install Magic-Pak HVAC Unit	\$ 50.00	\$ 45.00	\$ 95.00	5,370.00
2024694	Alex & Corrina Winche		Install Sump Crock & Drain Tile System	\$ 108.00		\$ 153.00	18,000.00
2024695	Tim Bresser	504 W BROWN ST	14x18 Prefab Shed	\$ 100.00	\$ 45.00	\$ 145.00	
2024697	Deborah Veleke	612 CLAGGETT AVE	Complete Tear Off - Reroof & Gutters	\$ 112.20	\$ 45.00	\$ 157.20	18,700.00
2024700	Tenneco - Federal Mog	401 INDUSTRIAL AVE	Nitrogen Tank Foundation & Concrete Slab	\$ 1,037.28	\$ 45.00	\$ 1,082.28	187,853.00
2024701	Fred & Karen Mohr	501 GRACE ST	Complete Tear Off - Reroof	\$ 96.00	\$ 45.00	\$ 141.00	16,000.00
2024702	Michael & Brenda Giel	554 E BROWN ST	Complete Tear Off - Reroof	\$ 120.00	\$ 45.00	\$ 165.00	20,000.00
2024703	James & Ruth Rehraue		Complete Tear Off - Reroof	\$ 168.00	\$ 45.00	\$ 213.00	28,000.00
2024704	Alvin & Mary Jo Kearle	521 E JEFFERSON ST	Complete Tear Off - Reroof & Reside	\$ 180.00	\$ 45.00	\$ 225.00	30,000.00
2024707	Adam & Elizabeth Sch	415 PARK AVE	Remove & Replace (8) Windows & Storm Door	\$ 60.00	\$ 45.00	\$ 105.00	10,000.00
2024710	Wayne Dorweiler	909 PLEASANT AVE	Complete Tear Off - Reroof & Screen Guard	\$ 63.12	\$ 45.00	\$ 108.12	10,520.00
2024712	Fred Ritzema	601 W LINCOLN ST	Complete Tear Off - Reroof	\$ 96.00		\$ 141.00	16,000.00
2024713	Nicole Braatz	414 S GROVE ST	Complete Tear Off - Reroof & Reside	\$ 150.00	\$ 45.00	\$ 195.00	25,000.00
2024714	Briona Dunbar	815 GRACE ST	Basement Remodel	\$ 300.75	\$ 45.00	\$ 345.75	50,125.00
2024717	Richard Baumann	543 S MADISON ST	Complete Tear Off - Reroof House & Garage	\$ 108.18		\$ 153.18	18,030.00
2024718	Linda Gitzel	303 DOTY ST	Install Sump Crock & 89' of Drain Tile	\$ 54.02	\$ 45.00	\$ 99.02	9,003.15
2024719	Integrity Investments	601 ROBIN RD #1	Replace Magic-Pak HVAC Unit	\$ 50.00	\$ 45.00	\$ 95.00	5,370.00
2024720	Sharon Brchlin	909 VISSER AVE	Complete Tear Off - Reroof	\$ 114.00	\$ 45.00	\$ 159.00	19,000.00
2024721	David Rohrer	910 VISSER AVE	Complete Tear Off - Reroof	\$ 114.00	\$ 45.00	\$ 159.00	19,000.00
2024726	SMJ Int'l for Verizon	1100 S WATERTOWN ST	Equipment Upgrade to Tower	\$ 150.00	\$ 45.00	\$ 195.00	25,000.00
				\$ 9,759.52	\$ 3,420.00	\$ 13,179.52	\$ 1,514,730.75
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Permit #	Applicant Name	Parcel Address	Description	Permit Fee	Admin Fee	Total Fees	Project Cost
Group: Fond Du Lac							

Permit #	Applicant Name	Parcel Address	Description	Permit Fee		Admin Fee	Total Fees		Project Cost
Group: Fond Du Lac									
2024301	James & Carla Peterse	704 ROCK RIVER AVENUE	Complete Tear Off - Reroof House & Garage	\$	34.00	\$ 45.00	\$	129.00	14,000.00
2024302	Tricia Biever	1004 ROCK AVENUE	Complete Tear Off - Reroof House & Garage	\$ 10	2.00	\$ 45.00	\$	147.00	17,000.00
2024304	Randal Talley	630 N MADISON STREET	Complete Tear Off - Reroof House & Garage	\$ 16	8.00	\$ 45.00	\$	213.00	28,000.00
2024305	Tammy Vande Zande	113 N FOREST STREET	Complete Tear Off - Reroof House & Detached Garage	\$ 10	2.00	\$ 45.00	\$	147.00	17,000.00
2024307	David & Karen Schmal	633 PIONEER AVENUE	Complete Tear Off - Reroof House & Garage	\$ 9	90.00	\$ 45.00	\$	135.00	15,000.00
2024308	Tyler Vodak	612 PARK STREET	Complete Tear Off - Reroof House	\$ 5	0.00	\$ 45.00	\$	95.00	8,000.00
2024352	Carrie Rittenhouse	465 NEEVEL AVENUE	Complete Tear Off - Reroof House & Garage & Shed	\$	90.00	\$ 45.00	\$	135.00	15,000.00
2024354	Ron Coda	424 E SPRING STREET	Complete Tear Off - Reroof House & Garage	\$ 11	4.00	\$ 45.00	\$	159.00	19,000.00

2024412	National Exchange Ba	210 E MAIN STREET	Replace (2) Boilers	\$ 100.00	\$ 45.00	\$ 145.00	-
2024565	Kenneth Vossekuil	526 W MAIN STREET	Complete Tear Off - Reroof House & Detached Garage & Gutters	\$ 187.80	\$ 45.00	\$ 232.80	31,300.00
2024568	Frank DeYoung	443 N MADISON STREET	Complete Tear Off - Reroof House, Garage & Shed & Gutters	\$	\$ 45.00	\$ 200.40	25,900.00
2024619	Bill Yedinak	713 EDGEWOOD DRIVE	Complete Tear Off - Reroof	\$ 123.81	\$ 45.00	\$ 168.81	20,634.22
2024622	Lorna Boelk	604 EDGEWOOD DRIVE	Complete Tear Off - Reroof	\$ 72.00		\$ 117.00	12,000.00
2024623	James Syens	1033 ORIOLE STREET	10x20 Prefab Shed	\$	\$ 45.00	\$ 145.00	5,000.00
2024627	Doug Mock	3 CHAPMAN PLACE	Complete Tear Off - Reroof	\$ 119.40		\$ 164.40	19,899.27
2024629	Larry White	704 WINTER AVENUE	Complete Tear Off - Reroof & Siding	\$	\$ 45.00	\$ 350.21	50,868.41
2024631	Melissa Kavonius	703 PIONEER AVENUE	Complete Tear Off - Reroof	\$		\$ 123.97	13.162.00
2024632	Samuel Gallien	193 HARMSEN AVENUE	Complete Tear Off - Reroof	\$ 187.67		\$ 232.67	31,278.24
2024634	Bette Mocco	2 CHAPMAN PLACE	Complete Tear Off - Reroof & Gutters	\$ 96.60		\$ 141.60	16,100.00
2024638	Greg Homan	213 BRANDON STREET	Service Upgrade	\$	\$ 45.00	\$ 125.00	10,100.00
2024640	Erika Scheer	628 PARK STREET	Complete Tear Off - Reroof	\$ 97.20	\$ 45.00	\$ 142.20	16,200.00
2024642	Kenneth Heideman	449 W HAWTHORNE DRIVE	Complete Tear Off - Reroof	\$ 133.80	\$ 45.00	\$ 178.80	22,300.00
2024643	Ronald Panzer	210 N MILL STREET	Complete Tear Off - Reroof	\$ 108.00			18,000.00
2024645	Tim Aalsma	505 BRANDON STREET		\$ 172.80		\$ 153.00	28,800.00
	_		Complete Tear Off - Reroof	\$			
2024647 2024650	Mason Henning	250 ROUNSVILLE STREET	Replace 40 Gal Water Heater	\$ 50.00 210.00	\$ 45.00	\$ 95.00 \$ 255.00	1,800.00 35,000.00
		450 E FRANKLIN STREET	Renovate Existing Office to Apartment		\$ 45.00		
2024651	Eric Stone - NEBT	210 E MAIN STREET	Complete Tear Off - Reroof	\$ 265.92		\$ 310.92	44,320.00
2024653	Jamie Farr	208 BRANDON STREET	Complete Tear Off - Reroof House & Garage	\$ 61.20		\$ 106.20	10,200.00
2024654	Kevin Harmsen	527 W FRANKLIN STREET	Complete Tear Off - Reroof Garage	\$ 	\$ 45.00	\$ 95.00	6,995.00
2024656	Donald Kehrmeyer	223 WOODLAND DRIVE	Complete Tear Off - Reroof	\$ 82.85		\$ 127.85	13,808.54
2024658	Brittany Leisure	613 PIONEER AVENUE	Complete Tear Off - Reroof	\$	\$ 45.00	\$ 153.00	18,000.00
2024659	Laura Irish	389 FOND DU LAC STREET	Complete Tear Off - Reroof	\$ 126.00		\$ 171.00	21,000.00
2024666	Jeff Navis	34 DOG LEG LANE	Complete Tear Off - Reroof	\$ 102.00			17,000.00
2024667	Jane Stipanovic	811 E FRANKLIN STREET	Complete Tear Off - Reroof	\$ 	\$ 45.00	\$ 138.60	15,600.00
2024669	Ryan Meyer	421 NEEVEL AVENUE	Complete Tear Off - Reroof	\$	\$ 45.00	\$ 208.20	27,200.00
2024672	Alan Clark	478 NEEVEL AVENUE	Complete Tear Off - Reroof	\$ 93.00	\$ 45.00	\$ 138.00	15,500.00
2024682	Mike Jennings	806 N MADISON STREET	Complete Tear Off - Reroof	\$ 114.29	\$ 45.00	\$ 159.29	19,047.66
2024685	Bethany Newsome	496 E SPRING STREET	Complete Tear Off - Reroof House & Garage	\$ 57.00		\$ 102.00	9,500.00
2024689	Nathan & Jennifer Pet	429 EDGEWOOD DRIVE	Remodel Bath	\$ 60.00	\$ 45.00	\$ 105.00	10,000.00
2024690	Kevin Kuperberg	701 OAK LANE	Replace Furnace & AC	\$ 100.00	\$ 45.00	\$ 145.00	15,726.00
2024691	Nicole Hill	650 W MAIN STREET	Construct 2 interior rooms, Finish Restroom Fixtures	\$ 50.00	\$ 45.00	\$ 95.00	3,000.00
2024692	Ben Roels	1020 ORIOLE STREET	Kitchen Renovation	\$ 50.00	\$ 45.00	\$ 95.00	2,000.00
2024696	Matthew Jacob	604 HARMSEN AVENUE	Complete Tear Off - Reroof	\$ 99.75	\$ 45.00	\$ 144.75	16,625.18
2024698	Richard Golz	118 N MADISON STREET	Reside Garage	\$ 50.00	\$ 45.00	\$ 95.00	3,000.00
2024699	Randall Armga	228 HAWTHORN DRIVE	16x18 Detached Garage	\$ 200.00	\$ 45.00	\$ 245.00	25,000.00
2024705	Kim Schmitz	255 N WATERTOWN STREET	Complete Tear Off - Reroof	\$ 102.00	\$ 45.00	\$ 147.00	17,000.00
2024706	Casey Johnston	405 N HARRIS AVENUE	30x30 Detached Garage	\$ 226.00	\$ 45.00	\$ 271.00	8,000.00
2024708	Tony's Pizza	420 FOND DU LAC STREET	Replace RTU	\$ 50.00	\$ 45.00	\$ 95.00	31,562.45
2024709	Pamela Riel	325 FOND DU LAC STREET	Complete Tear Off - Reroof & Gutters	\$ 100.95	\$ 45.00	\$ 145.95	16,825.00
2024723	Linda Tyler	503 HOARD ROAD	Complete Tear Off - Reroof	\$	\$ 45.00	\$ 129.00	14,000.00
2024724	Cecilia Mosqueda	718 ROCK RIVER AVENUE	Complete Tear Off - Reroof	\$ 78.00		\$ 123.00	13,000.00
2024725	Donna Johnson	24 CHAPMAN PLACE	Reroof	\$ 50.00	\$ 45.00	\$ 95.00	2,000.00
			* **	 5,796.42	,		

21,315.94 \$ 2,391,882.72

Permits issued in Dodge County 76 Permits issued in Fond du Lac Cty 52 Total Permits for the month 128

**Building Permit Fees** \$15,555.94 Administrative Fees \$5,760.00 Special Assessment Letters \$160.00 Site Plan Review Certified Survey Map Review \$100.00 \$260.00 401 Industrial Ave Strong, Kehermeyer Grand Total \$21,835.94

#### BUILDING PERMIT COMPARISON

September 2023 Dodge County -16 permits; Fond du Lac County - 14 permits

Estimated cost of construction: \$408,286.00

#### NINE MONTH COMPARISON January - September 2021

\$34,153,592.95 estimated cost of construction January - September 2022 \$23,924,785.55 estimated cost of construction January - September 2023 estimated cost of construction \$15,510,380.16 January - September 2024 estimated cost of construction \$17,152,086.74

#### **Administrative Report for September 2024**

Prepared by K Schlieve, 10/3/24

#### PERSONNEL:

- We will hold a training session on October 14 at Edgewood Church focused on modern recruitment practices for fire.
- Job descriptions for new part-time positions at the new community center are being developed and are budgeted for 2025.
- We are working with Cottingham & Butler on a wage assessment project as part of the 2025 budget process.
- Health insurance renewals have been finalized and open enrollment meetings are planned for October 15, 2024.
- We have concluded interviews for the proposed shared building inspector/zoning administrator position with City of Ripon and have not been successful in finding a qualified candidate. We are in discussion with contracted service providers to determine how we can increase resources committed to the community for permitting, zoning and code enforcement.
- We are recommending a contract with MSA Professional Services to support improvements and ongoing workflow enhancements to our GIS service needs. We are meeting to discuss what this will mean to fill the administrative vacancy in public works and will be bringing a recommendation forward for review and approval of an updated job description in the near future.

#### **FACILITIES:**

- The Museum tuckpoint project was approved and contracts are being executed. We expect work to commence yet this fall.
- We are working through final punch-list details for the new Senior/Community Center.
   Moving dates are finalized for week of 10/14, with regular operations resuming the week of 10/21 at the new facility. Tenant agreements have been finalized. Final signage design is being completed. Ribbon cutting and dedication of the facility is being planned for December 3, 2024.

#### **COMMUNITY/ECONOMIC DEVELOPMENT:**

- Small Business Development Grant: Staff is working with Ripon, Campbellsport and North Fond du Lac on a collaborative grant application to WEDC to support small business starts and expansions in our communities. Application is Due October 15, 20204.
- The current senior center building has been relisted for sale after initial discussions with a
  potential developer fell through. First review of proposals will be October 23 and the
  building will remain listed until sold.
- Staff presented at the fall WEDA Best Practice Conference on entrepreneurial ecosystem building in rural communities and the success Waupun has been having with business starts and building improvements.
- Ribbon Cutting for Food Truck Alley scheduled for October 5, 2024.
- Staff is working with the BID to finalize their 2025 operational plan and will be bringing that forward for adoption by the Council prior to the budget hearing.

#### INTERGOVERNMENTAL:

Staff continues to meet with the rural townships in the Waupun Community Fire Department
to discuss consolidation/merging of the two departments. We are currently working on
developing a budget and discuss terms of a cooperative agreement to support a unified
service.

#### **Administrative Report for September 2024**

Prepared by K Schlieve, 10/3/24

#### **BUDGET/IT/RISK MANAGEMENT:**

- We are working on compiling the needed information for the debt issuance discussed in the 2025 budget planning process. We anticipate our financial consultant, Ehlers, will be attending a council meeting to discuss that process in the near future.
- The final 2025 budget documents will be available online within the next two weeks. The budget hearing is planned for November 12, 2024.
- Staff attended a grant meeting with MSA Professional Services and have identified several
  grants that need to be investigated further for possible future funding options of projects. A
  formal grant request will be discussed with the council when further details are known.