



**A G E N D A**  
**CITY OF WAUPUN SPECIAL COMMON COUNCIL**  
**VIRTUAL AND TELECONFERENCE**  
**Monday, December 28, 2020 at 5:00 PM**

**VIDEO CONFERENCE AND TELECONFERENCE**

The Waupun Common Council will meet virtually at **5:00pm on Monday, December 28, 2020**, via Zoom. The public may access the conference meeting online or by phone. Instructions to join the meeting are provided below:

**1. Join Zoom Meeting**

<https://us02web.zoom.us/j/88411499041?pwd=VThVa1Q0VFpNK0hFcW8zYjVSNmXQT09>

**Meeting ID: 884 1149 9041**

**Passcode: 637817**

**2. Dial By Phone: 1-312-626-6799**

**CALL TO ORDER**

**ROLL CALL**

**CONSENT AGENDA**

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

**CONSIDERATION - ACTION**

2. Certified Survey Map-Division of Harris Park Subdivision (*Plan Commission 12/21/20*)
3. Consideration of Energy Innovation Grant Program Application and Scope of Services for Cedar Corporation to support application development

**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:** 12/28/20

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

**AGENDA SECTION:** CONSENT AGENDA

**PRESENTER:** Angela Hull, Clerk

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

### **ISSUE SUMMARY:**

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

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

Tuesday, January 12, 2021	Common Council	6:00pm
Tuesday, January 26, 2021	Committee of the Whole	5:30pm
Tuesday, February 9, 2021	Common Council	6:00pm

### **License and Permit Applications**

#### **OPERATOR LICENSE:**

Michael Schwandt

#### **TAXI CAB DRIVER'S LICENSE:**

Joseph Fuchs

#### **STAFF RECOMENDATION:**

Approve the Consent Agenda

#### **ATTACHMENTS:**

Expense Report(s)

#### **RECOMENDED MOTION:**

Motion to approve the Consent Agenda. (Roll Call)

## Report Criteria:

Report type: Summary

Check.Type = {NOT LIKE}"%Void%"

Check.Check issue date = 12/14/2020,12/21/2020,12/22/2020

Check Issue Date	Check Number	Payee	Amount
12/14/2020	11	WELLS FARGO PAYMENT REMITT.	3,497.60
12/22/2020	12	CREXENDO	481.97
12/21/2020	101261	ADVANCED DISPOSAL	43,409.03
12/21/2020	101262	AGNESIAN WORK & WELLNESS-	210.00
12/21/2020	101263	AIRGAS USA, LLC	654.26
12/21/2020	101264	ALLIANT ENERGY/WP&L	598.92
12/21/2020	101265	ALLIED 100	1,185.00
12/21/2020	101266	ANIXTER INC	4,016.00
12/21/2020	101267	ARMGA, BARB	50.54
12/21/2020	101268	BUREAU OF CORRECTIONAL ENTER	139.23
12/21/2020	101269	BALLWEG IMPLEMENT	435.94
12/21/2020	101270	AIR ONE EQUIPMENT INC	2,069.50
12/21/2020	101271	BROOKS SHOE & REPAIR	150.00
12/21/2020	101272	CAPITAL NEWSPAPERS	164.85
12/21/2020	101273	CHARTER COMMUNICATIONS	1,551.44
12/21/2020	101274	CONSULTANTS LABORATORY-FDL	80.00
12/21/2020	101275	DEPARTMENT OF ADMINISTRATION	600.00
12/21/2020	101276	DICKHUT, ZAK	40.00
12/21/2020	101277	ELECTION SYSTEMS & SOFTWARE	367.50
12/21/2020	101278	FIRE SAFETY USA INC	341.50
12/21/2020	101279	FOX COMPUTER & NETWORKING INC	176.20
12/21/2020	101280	GLATFELTER SPECIALTY BENEFITS/V	12,107.30
12/21/2020	101281	GUNDERSON, INC.	292.79
12/21/2020	101282	HULL'S 151 IMPLEMENT, INC.	200.00
12/21/2020	101283	JOHN FABICK TRACTOR CO	968.50
12/21/2020	101284	KWIK TRIP STORES	3,027.62
12/21/2020	101285	LEE RECREATION LLC	320.00
12/21/2020	101286	LIDTKE MOTORS INC.	875.14
12/21/2020	101287	MSA PROFESSIONAL SERVICES INC.	16,543.08
12/21/2020	101288	MARCO TECHNOLOGIES LLC	51.78
12/21/2020	101289	MONROE TRUCK EQUIPMENT, INC	370.95
12/21/2020	101290	NAPA AUTO PARTS-WAUPUN	7.49
12/21/2020	101291	OSHKOSH OFFICE SYSTEMS	1.06
12/21/2020	101292	PETERSEN, JENNIFER	19.55
12/21/2020	101293	PETTY CASH-CITY HALL	47.70
12/21/2020	101294	PIGGLY WIGGLY DISCOUNT FOODS	33.49
12/21/2020	101295	PIONEER SUPPLY LLC	450.00
12/21/2020	101296	PITNEY BOWES	171.60
12/21/2020	101297	PLUIM, JOAN	61.77
12/21/2020	101298	POMP'S TIRE	3,634.78
12/21/2020	101299	R BAUMAN & ASSOCIATES SC	990.00
12/21/2020	101300	RASCH, JEREMY	100.17
12/21/2020	101301	RENNERTS	1,455.02
12/21/2020	101302	RHODES, TARA	40.00
12/21/2020	101303	ROET'S HOME HEATING	1,188.36
12/21/2020	101304	SELECTIVE INSURANCE COMPANY	34,900.00
12/21/2020	101305	SHARE CORPORATION	1,267.20
12/21/2020	101306	STANDARD & ASSOCIATES INC	457.50

Check Issue Date	Check Number	Payee	Amount
12/21/2020	101307	THURMER, MIKE	40.00
12/21/2020	101308	UNEMPLOYMENT INSURANCE	685.34
12/21/2020	101309	WAUPUN EQUIPMENT COMPANY, INC.	403.50
12/21/2020	101310	WAUPUN UTILITIES	31,816.43
12/21/2020	101311	WERNER ELECTRIC SUPPLY	67.43
12/21/2020	101312	WI DEPT OF JUSTICE	21.00
12/21/2020	101313	WI DEPART OF TRANSPORTATION	1,843.14
12/21/2020	101314	ZERO WASTE USA	323.31
12/21/2020	101315	MARCO TECHNOLOGIES LLC	501.97
Grand Totals:			175,504.45

## Report Criteria:

Report type: Summary

Check.Type = {NOT LIKE}"%Void%"

Check.Check issue date = 12/14/2020,12/21/2020,12/22/2020

## Report Criteria:

[Report].Invoice Date = 12/14/2020,12/21/2020,12/22/2020

Invoice	Description	Invoice Date	Total Cost	GL Account
<b>615 ADVANCED DISPOSAL</b>				
E10001459608	Recycle	12/21/2020	8,963.95	420-70-5436-3-38
E10001459608	Residential Trash	12/21/2020	34,445.08	425-70-5476-3-38
Total 615 ADVANCED DISPOSAL:			43,409.03	
<b>955 AGNESIAN WORK &amp; WELLNESS-</b>				
32343	Employee Physical - Dumke	12/21/2020	210.00	100-40-5215-3-37
Total 955 AGNESIAN WORK & WELLNESS-:			210.00	
<b>987 AIRGAS USA, LLC</b>				
9975494336	Gas cylinders/hazmat handling	12/21/2020	654.26	100-70-5411-3-36
Total 987 AIRGAS USA, LLC:			654.26	
<b>1174 ALLIANT ENERGY/WP&amp;L</b>				
3425110000-NOV20	MUSEUM monthly fuel charges	12/21/2020	256.51	100-20-5512-3-32
7255200000-NOV20	Senior Center monthly heat	12/21/2020	135.75	100-20-5513-3-32
5374620000-NOV20	Aquatic Center	12/21/2020	62.69	100-20-5523-3-32
3517989074-NOV20/2	TIF#6 - Utilities McKinley St. Building	12/21/2020	143.97	408-70-5436-3-32
Total 1174 ALLIANT ENERGY/WP&L:			598.92	
<b>1175 ALLIED 100</b>				
1807391	AED batteries	12/21/2020	1,185.00	100-40-5211-3-38
Total 1175 ALLIED 100:			1,185.00	
<b>1328 ANIXTER INC</b>				
115661171	Date cable for Zoom/Cyber Security/Run CAT 6	12/21/2020	4,016.00	410-70-5410-4-00
Total 1328 ANIXTER INC:			4,016.00	
<b>1565 ARMGA, BARB</b>				
12-21-20	Tax Bill Assistance 2020	12/21/2020	50.54	100-10-5141-1-10
Total 1565 ARMGA, BARB:			50.54	
<b>3072 BUREAU OF CORRECTIONAL ENTERPRISES</b>				
927-175026	tax bill stuffers - Dodge	12/21/2020	74.61	100-10-5141-3-38
927-175025	tax bill stuffers - FDL	12/21/2020	64.62	100-10-5141-3-38
Total 3072 BUREAU OF CORRECTIONAL ENTERPRISES:			139.23	
<b>4015 BALLWEG IMPLEMENT</b>				
P03439	parts - repairing oil leaks	12/21/2020	291.41	100-70-5411-3-36
P03747	parts - repairing oil leaks	12/21/2020	140.93	100-70-5411-3-36
P03800	parts - repairing oil leaks	12/21/2020	3.60	100-70-5411-3-36
Total 4015 BALLWEG IMPLEMENT:			435.94	
<b>5070 AIR ONE EQUIPMENT INC</b>				
161351	SCBA mask - compeer financial grant	12/21/2020	2,069.50	220-50-5231-3-38

Invoice	Description	Invoice Date	Total Cost	GL Account
Total 5070 AIR ONE EQUIPMENT INC:			2,069.50	
<b>6162 BROOKS SHOE &amp; REPAIR</b>				
35670	boot allowance - Esslinger	12/21/2020	150.00	100-70-5412-3-38
Total 6162 BROOKS SHOE & REPAIR:			150.00	
<b>7058 CAPITAL NEWSPAPERS</b>				
27415	Ordinance	12/21/2020	24.91	100-10-5110-3-35
27416	Ordinance	12/21/2020	18.76	100-10-5110-3-35
27417	Ordinance	12/21/2020	23.54	100-10-5110-3-35
26303	Notice - public hearing	12/21/2020	27.64	100-10-5142-3-35
22275	Absentee voting ad Nov 2020	12/21/2020	60.00	100-10-5142-3-35
22310	final week of absentee voting - Nov 2020	12/21/2020	60.00	100-10-5142-3-35
12-21-20	credit	12/21/2020	50.00-	100-10-5142-3-35
Total 7058 CAPITAL NEWSPAPERS:			164.85	
<b>10048 CHARTER COMMUNICATIONS</b>				
84621-DEC20	museum - internet	12/21/2020	64.99	100-13850
16011-DEC20	senior center - tv, internet	12/21/2020	136.23	100-20-5513-3-38
54053-DEC20	aquatic center	12/21/2020	104.97	100-20-5523-3-38
41336-DEC20	PD - voice	12/21/2020	201.85	100-40-5211-3-31
18615-DEC20	PD - voice, internet, tv	12/21/2020	349.37	100-40-5211-3-38
3194-DEC20	ethernet intrastate MBPS	12/21/2020	490.00	100-40-5211-3-38
15199-DEC20	garage - tv, internet	12/21/2020	204.03	100-70-5412-3-38
Total 10048 CHARTER COMMUNICATIONS:			1,551.44	
<b>10468 CONSULTANTS LABORATORY-FDL</b>				
2614640	legal blood draws	12/21/2020	80.00	100-40-5213-3-38
Total 10468 CONSULTANTS LABORATORY-FDL:			80.00	
<b>10651 CREXENDO</b>				
2028919489	Phone Service - Dec 2020	12/22/2020	481.97	100-10-5197-3-31
Total 10651 CREXENDO:			481.97	
<b>11148 DEPARTMENT OF ADMINISTRATION</b>				
DEC2020	Telecommunications	12/21/2020	600.00	210-60-5511-3-31
Total 11148 DEPARTMENT OF ADMINISTRATION:			600.00	
<b>11293 DICKHUT, ZAK</b>				
12-21-20	Police & Fire Commission meeting 11-5-20	12/21/2020	40.00	100-10-5210-3-38
Total 11293 DICKHUT, ZAK:			40.00	
<b>12447 ELECTION SYSTEMS &amp; SOFTWARE</b>				
1164089	Election system license	12/21/2020	367.50	100-10-5142-3-38
Total 12447 ELECTION SYSTEMS & SOFTWARE:			367.50	
<b>13011 FIRE SAFETY USA INC</b>				
141927	adapter for filling tank	12/21/2020	71.00	100-50-5232-3-38
141474	quad gas for 4-gas meter	12/21/2020	180.50	100-50-5232-3-38

Invoice	Description	Invoice Date	Total Cost	GL Account
141240	shield for helmets	12/21/2020	90.00	410-50-5231-4-00
Total 13011 FIRE SAFETY USA INC:			341.50	
<b>13820 FOX COMPUTER &amp; NETWORKING INC</b>				
338093	solid envelopes - city clerk	12/21/2020	176.20	100-10-5141-3-30
Total 13820 FOX COMPUTER & NETWORKING INC:			176.20	
<b>14646 GLATFELTER SPECIALTY BENEFITS/VFIS</b>				
12-21-20	Length of Service Awards	12/21/2020	12,107.30	100-50-5231-1-10
Total 14646 GLATFELTER SPECIALTY BENEFITS/VFIS:			12,107.30	
<b>15075 GUNDERSON, INC.</b>				
937339	Library Rugs - Dec 2020	12/21/2020	63.63	100-70-5410-3-38
937404	fire Dept-Rugs - Dec 2020	12/21/2020	52.18	100-70-5410-3-38
934828	CITY HALL rugs - Dec 2020	12/21/2020	65.45	100-70-5410-3-38
937398	Uniform/charges - Dec 2020	12/21/2020	19.13	100-70-5411-3-38
937397	Garage supplies - Dec 2020	12/21/2020	45.24	100-70-5411-3-38
939834	Garage supplies - Dec 2020	12/21/2020	28.03	100-70-5411-3-38
939835	Uniform/charges - Dec 2020	12/21/2020	19.13	100-70-5411-3-38
Total 15075 GUNDERSON, INC.:			292.79	
<b>16068 HULL'S 151 IMPLEMENT, INC.</b>				
365	rent lift to replace shop lights	12/21/2020	200.00	100-70-5411-3-38
Total 16068 HULL'S 151 IMPLEMENT, INC.:			200.00	
<b>16663 JOHN FABICK TRACTOR CO</b>				
PIMK0077482	replace forward/reverse switch	12/21/2020	636.17	100-70-5411-3-36
PIMK0077481	shipping charges	12/21/2020	12.25	100-70-5411-3-36
PIMK0077180	parts - repair headlight & cabin air filter	12/21/2020	134.64	100-70-5411-3-36
PIMK0077721	replace light switch	12/21/2020	24.60	100-70-5411-3-36
PIMK0077720	lens - replace head light	12/21/2020	53.33	100-70-5411-3-36
PIMK0077181	filters	12/21/2020	13.90	100-70-5411-3-36
PIMK0079618	drive shaft bearings	12/21/2020	209.14	100-70-5411-3-36
PIMK0079617	shipping charges	12/21/2020	12.25	100-70-5411-3-36
PIMK0079362	credit	12/21/2020	127.78	100-70-5411-3-36
Total 16663 JOHN FABICK TRACTOR CO:			968.50	
<b>17175 KWIK TRIP STORES</b>				
PD-NOV20	Police Dept monthly fuel	12/21/2020	1,302.61	100-40-5212-3-38
FD-NOV20	Fire dept monthly fuel	12/21/2020	196.10	100-50-5232-3-38
DPW-NOV20	DPW monthly fuel purchases	12/21/2020	979.87	100-70-5411-3-38
DPW-NOV20	DPW monthly fuel purchases	12/21/2020	157.95	700-10-5191-3-38
DPW-NOV20	DPW monthly fuel purchases	12/21/2020	48.27	700-10-5192-3-38
DPW-NOV20	DPW monthly fuel purchases	12/21/2020	342.82	700-10-5193-3-36
Total 17175 KWIK TRIP STORES:			3,027.62	
<b>17410 LEE RECREATION LLC</b>				
13219-20	new bench for dog park	12/21/2020	320.00	100-20-5525-3-38
Total 17410 LEE RECREATION LLC:			320.00	

Invoice	Description	Invoice Date	Total Cost	GL Account
<b>17740 LIDTKE MOTORS INC.</b>				
C158177	parts - replaced leaking mount	12/21/2020	677.06	100-40-5212-3-36
C158078	sensor	12/21/2020	198.08	100-40-5212-3-36
Total 17740 LIDTKE MOTORS INC.:			875.14	
<b>18009 MSA PROFESSIONAL SERVICES INC.</b>				
R00212069.0-2020-2	Waupun Closed Landfill 2020	12/21/2020	5,900.00	100-70-5420-3-38
R00212056.0-72	Young St CSM	12/21/2020	34.00	401-70-5436-8-00
R00212056.0-71	Young St CSM	12/21/2020	672.88	401-70-5436-8-00
R00212056.0-72	Heritage Ridge Pond meetings	12/21/2020	389.95	407-70-5436-8-00
R00212056.0-72	Fraser Ln Cost Estimate	12/21/2020	736.25	407-70-5436-8-00
R00212116.0-7	Dam Auxiliary Spillway Design	12/21/2020	2,200.00	700-10-5192-8-00
R00212119.0-4	Harmen Ave & Oak Lane Storm Pond	12/21/2020	3,935.00	700-10-5192-8-00
R00212096.0-18	Harris Creek Analysis Prelim Design	12/21/2020	2,125.00	700-10-5192-8-00
R00212116.0-6	Dam Auxiliary Spillway Design	12/21/2020	550.00	700-10-5192-8-00
Total 18009 MSA PROFESSIONAL SERVICES INC.:			16,543.08	
<b>18459 MARCO TECHNOLOGIES LLC</b>				
INV8213063	Konica/A7PY011X001 contract	12/21/2020	51.78	100-40-5211-3-38
Total 18459 MARCO TECHNOLOGIES LLC:			51.78	
<b>19390 MONROE TRUCK EQUIPMENT, INC</b>				
830519	joints for plow wing	12/21/2020	156.00	100-70-5411-3-36
830898	speed sensor	12/21/2020	214.95	100-70-5411-3-36
Total 19390 MONROE TRUCK EQUIPMENT, INC:			370.95	
<b>19802 NAPA AUTO PARTS-WAUPUN</b>				
294123	air tool lube	12/21/2020	7.49	100-50-5232-3-36
Total 19802 NAPA AUTO PARTS-WAUPUN:			7.49	
<b>20900 OSHKOSH OFFICE SYSTEMS</b>				
AR57661	copy machine MPC 3500 - fire dept - contract	12/21/2020	1.06	100-50-5231-3-30
Total 20900 OSHKOSH OFFICE SYSTEMS:			1.06	
<b>21357 PETERSEN, JENNIFER</b>				
12-21-20	MILEAGE - Juneau - Picked up 2021 dog tags/dropped of	12/21/2020	19.55	100-10-5141-3-37
Total 21357 PETERSEN, JENNIFER:			19.55	
<b>21450 PETTY CASH-CITY HALL</b>				
12-21-20	card	12/21/2020	3.15	100-10-5110-3-38
12-21-20	mileage - pick up tax bills FDL - Hull	12/21/2020	23.00	100-10-5141-3-37
12-21-20	mileage - pick up tax bills Dodge - Hull	12/21/2020	19.55	100-10-5141-3-37
12-21-20	Harris Creek Perm Easment	12/21/2020	1.00	700-10-5192-3-38
12-21-20	Harris Creek Perm Easment	12/21/2020	1.00	700-10-5192-3-38
Total 21450 PETTY CASH-CITY HALL:			47.70	
<b>21665 PIGGLY WIGGLY DISCOUNT FOODS</b>				
1170	rehab - FD	12/21/2020	30.00	100-50-5232-3-38
3327	DPW purchase	12/21/2020	3.49	100-70-5410-3-38

Invoice	Description	Invoice Date	Total Cost	GL Account
Total 21665 PIGGLY WIGGLY DISCOUNT FOODS:			33.49	
<b>21700 PIONEER SUPPLY LLC</b>				
21419	crosswalk domes	12/21/2020	450.00	100-70-5444-3-36
Total 21700 PIONEER SUPPLY LLC:			450.00	
<b>21805 PITNEY BOWES</b>				
3312472800	lease for mail machine - PD	12/21/2020	171.60	100-40-5211-3-33
Total 21805 PITNEY BOWES :			171.60	
<b>21896 PLUIM, JOAN</b>				
12-21-20	Tax bill assistance 2020	12/21/2020	61.77	100-10-5141-1-10
Total 21896 PLUIM, JOAN:			61.77	
<b>22026 POMP'S TIRE</b>				
520094754	tires	12/21/2020	3,444.78	100-70-5411-3-36
520094993	replace tires on leaf vac	12/21/2020	190.00	700-10-5192-3-36
Total 22026 POMP'S TIRE:			3,634.78	
<b>22509 R BAUMAN &amp; ASSOCIATES SC</b>				
1030	law enforcement assessments/testing	12/21/2020	990.00	100-40-5211-3-38
Total 22509 R BAUMAN & ASSOCIATES SC:			990.00	
<b>22625 RASCH, JEREMY</b>				
12-21-20	Clothing Allowance	12/21/2020	100.17	100-12634
Total 22625 RASCH, JEREMY:			100.17	
<b>22750 RENNERTS</b>				
42766-REISSUE	replace incline meter on aerial	12/21/2020	377.18	100-50-5232-3-36
42701REISSUE	repair leaking hose	12/21/2020	167.31	100-50-5232-3-36
42653	batteries for truck	12/21/2020	910.53	100-50-5232-3-36
Total 22750 RENNERTS:			1,455.02	
<b>22940 RHODES, TARA</b>				
12-21-20	Police & Fire Comm per diem 11-5-20	12/21/2020	40.00	100-10-5210-3-38
Total 22940 RHODES, TARA:			40.00	
<b>23062 ROET'S HOME HEATING</b>				
1500	filters	12/21/2020	1,188.36	100-70-5410-3-36
Total 23062 ROET'S HOME HEATING:			1,188.36	
<b>23536 SELECTIVE INSURANCE COMPANY</b>				
12-21-20	2020 Property & equipment ins	12/21/2020	34,900.00	100-16200
Total 23536 SELECTIVE INSURANCE COMPANY:			34,900.00	
<b>23589 SHARE CORPORATION</b>				
154177	gloves	12/21/2020	286.67	100-70-5412-3-36

Invoice	Description	Invoice Date	Total Cost	GL Account
150554	sanitizing sprayer - compeer financial grant	12/21/2020	562.62	220-50-5231-3-38
147431	station sanitizer - compeer financial	12/21/2020	285.04	220-50-5231-3-38
151173	station sanitizer - compeer financial	12/21/2020	132.87	220-50-5231-3-38
Total 23589 SHARE CORPORATION:			1,267.20	
<b>24103 STANDARD &amp; ASSOCIATES INC</b>				
SA000045658	entry level law enforcement officer selection test	12/21/2020	457.50	100-40-5212-3-38
Total 24103 STANDARD & ASSOCIATES INC:			457.50	
<b>25027 THURMER, MIKE</b>				
12-21-20	11-5-20 police & fire meeting	12/21/2020	40.00	100-10-5210-3-38
Total 25027 THURMER, MIKE:			40.00	
<b>25480 UNEMPLOYMENT INSURANCE</b>				
12-21-20	unemployment payment	12/21/2020	685.34	100-10-5177-3-38
Total 25480 UNEMPLOYMENT INSURANCE:			685.34	
<b>27000 WAUPUN EQUIPMENT COMPANY, INC.</b>				
95795W	filters	12/21/2020	403.50	100-70-5411-3-36
Total 27000 WAUPUN EQUIPMENT COMPANY, INC.:			403.50	
<b>27450 WAUPUN UTILITIES</b>				
5068	Member Network Assessment/Monitoring Service/hosted	12/21/2020	1,202.00	100-10-5197-3-38
NOV2020	Monthly utility charges	12/21/2020	129.28	100-20-5512-3-32
NOV2020	Monthly utility charges	12/21/2020	333.26	100-20-5513-3-32
NOV2020	Monthly utility charges	12/21/2020	842.73	100-20-5523-3-32
NOV2020	Monthly utility charges	12/21/2020	2,279.62	100-20-5525-3-32
NOV2020	Monthly utility charges	12/21/2020	726.66	100-40-5211-3-32
NOV2020	Monthly utility charges	12/21/2020	433.69	100-50-5231-3-32
NOV2020	Monthly utility charges	12/21/2020	16.00	100-50-5251-3-32
NOV2020	Monthly utility charges	12/21/2020	5,865.58	100-70-5410-3-32
NOV2020	Monthly utility charges	12/21/2020	1,092.17	100-70-5412-3-32
NOV2020	Monthly utility charges	12/21/2020	306.26	100-70-5441-3-32
NOV2020	Monthly utility charges	12/21/2020	10,855.55	100-70-5442-3-32
NOV2020	Monthly utility charges	12/21/2020	1,124.41	210-60-5511-3-32
NOV2020	Monthly utility charges - McKinley Property	12/21/2020	254.82	408-70-5436-3-32
5074	2020 Server migration costs	12/21/2020	5,440.36	410-10-5140-4-00
NOV2020	Monthly utility charges	12/21/2020	43.69	700-10-5192-3-32
5067	Stormwater Billing & Collection Fees	12/21/2020	870.25	700-10-5192-3-38
Total 27450 WAUPUN UTILITIES:			31,816.43	
<b>27935 WELLS FARGO PAYMENT REMITT.</b>				
ANGIE-OCT/NOV20	election lunch - early voting	12/14/2020	55.46	100-10-5142-3-38
ANGIE-OCT/NOV20	Amazon - Dymo label printer/Dymo labels - Election	12/14/2020	116.71	100-10-5142-3-38
ANGIE-OCT/NOV20	Amazon - election supplies - rulers, stickers, pens	12/14/2020	32.22	100-10-5142-3-38
ANGIE-OCT/NOV20	Amazon - election supplies - letter openers	12/14/2020	298.68	100-10-5142-3-38
ANGIE-OCT/NOV20	Amazon - Dymo label printer	12/14/2020	77.74	100-10-5142-3-38
ANGIE-OCT/NOV20	Amazon - Dymo labels	12/14/2020	51.96	100-10-5142-3-38
ANGIE-OCT/NOV20	Brandon Meats - election meals	12/14/2020	117.38	100-10-5142-3-38
ANGIE-OCT/NOV20	Kwik Trip - election meals	12/14/2020	187.05	100-10-5142-3-38
JEFF-OCT/NOV20	WGFOA Winter Conf Michelle	12/14/2020	110.00	100-10-5153-3-37
KATHY-OCT/NOV20	Zoom subscription - Schlieve	12/14/2020	15.81	100-10-5197-3-38

Invoice	Description	Invoice Date	Total Cost	GL Account
BJ-OCT/NOV20	Amazon - FD - headset for virtual meetings	12/14/2020	44.26	100-50-5231-3-38
BJ-OCT/NOV20	Amazon - FD - headset for virtual meetings - warranty for	12/14/2020	6.99	100-50-5231-3-38
BJ-OCT/NOV20	Fire Dept Clothing purchase - FD	12/14/2020	1,414.32	100-50-5231-3-38
JEFF-OCT/NOV20	amazon - hand cleaner	12/14/2020	203.95	100-70-5410-3-36
JEFF-OCT/NOV20	Earthway Products - replace spinner on salter	12/14/2020	27.46	100-70-5411-3-36
KATHY-OCT/NOV20	2020 Future WI Virtual Summit - Schlieve	12/14/2020	40.00	100-80-5670-3-37
RACHEL-OCT/NOV20	Aging Grant Bingo Prizes	12/14/2020	50.00	220-54-5460-3-38
RACHEL-OCT/NOV20	Aging Grant Bingo Prizes	12/14/2020	50.00	220-54-5460-3-38
RACHEL-OCT/NOV20	Credit - finance charges	12/14/2020	1.00	220-54-5460-3-38
ANGIE-OCT/NOV20	Waupun Fest Annual Report Form S - Domestic non-stoc	12/14/2020	10.00	450-70-5440-3-38
JEFF-OCT/NOV20	Global Enviornmental - elevator sprocket	12/14/2020	588.61	700-10-5192-3-36
Total 27935 WELLS FARGO PAYMENT REMITT.:			3,497.60	
<b>27948 WERNER ELECTRIC SUPPLY</b>				
S6291614.001	replace spot light at Heritage Park	12/21/2020	67.43	100-70-5410-3-36
Total 27948 WERNER ELECTRIC SUPPLY:			67.43	
<b>28600 WI DEPT OF JUSTICE</b>				
G3369-NOV20	G3369 - background checks - Nov 2020	12/21/2020	21.00	100-40-5213-3-38
Total 28600 WI DEPT OF JUSTICE:			21.00	
<b>28963 WI DEPART OF TRANSPORTATION</b>				
395-0000197624	Fox lake Street - Preliminary Engineering	12/21/2020	129.17	100-70-5420-3-38
395-0000197701	Madison Ph 2 Dsgn Review - Street	12/21/2020	1,092.33	400-70-5420-8-00
395-0000197701	Madison Ph 2 Dsgn Review - SW	12/21/2020	621.64	700-10-5192-8-00
Total 28963 WI DEPART OF TRANSPORTATION:			1,843.14	
<b>29940 ZERO WASTE USA</b>				
380488	roll bag case of 4000	12/21/2020	323.31	100-70-5410-3-36
Total 29940 ZERO WASTE USA:			323.31	
<b>300188 MARCO TECHNOLOGIES LLC</b>				
70455158	KONMIN/BHC308 - contract	12/21/2020	244.86	100-40-5211-3-38
70404254	KONMIN/BHC308 - contract	12/21/2020	257.11	100-40-5211-3-38
Total 300188 MARCO TECHNOLOGIES LLC:			501.97	
Grand Totals:			175,504.45	

## Report GL Period Summary

GL Period	Amount
12/20	175,504.45
Grand Totals:	175,504.45

Vendor number hash: 2452712  
Vendor number hash - split: 3459443  
Total number of invoices: 117

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Total number of transactions:	157		
Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	175,504.45	.00	175,504.45
Grand Totals:	175,504.45	.00	175,504.45

## Report Criteria:

[Report].Invoice Date = 12/14/2020,12/21/2020,12/22/2020

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

PART OF LOTS 1, 2, 3, 4, 5, 7, 8, 9, 10 AND ALL OF LOTS 12 AND 13  
BLOCK 2, HARRIS PARK SUBDIVISION  
CITY OF WAUPUN, FOND DU LAC COUNTY, WISCONSIN

**SURVEYOR'S CERTIFICATE**

I, Eric R. Otte, Professional Land Surveyor, hereby certify:

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

That I have made such Certified Survey by the direction of Michael and Waupun West Realty JIG, LLC, bounded and described as follows:

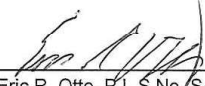
Part of Lots 1, 2, 3, 4, 5, 7, 8, 9, 10 and all of Lots 12 and 13, Block 2, Harris Park Subdivision being part of the Southwest 1/4 of the Southeast 1/4 and part of the Southeast 1/4 of the Southwest 1/4 of Section 31, T. 14 N.-R. 15 E., City of Waupun, Fond du Lac County, Wisconsin and more particularly described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 31; thence South 89°-59'-02" West along the South line of the Southwest 1/4 of said Section 31, 144.36 feet; thence North 02°-20'-46" East, 49.65 feet to a point on the North right of way line of S.T.H. "49" and to the point of beginning; thence continuing North 02°-20'-46" East, 259.63 feet; thence South 89°-45'-14" East, 324.87 feet to a point on the East line of said Lot 10; thence South 02°-20'-46" West along said East line, 18.99 feet to the Southeast corner of said Lot 10; thence South 89°-45'-14" East along the South line of Lot 11, said Block 2, 79.97 feet to the Southwest corner of said Lot 11; thence North 02°-20'-46" East along the East line of said Lot 11, 131.96 feet to a point on the South right of way line of Rock Avenue; thence South 89°-45'-14" West along said South right of way line, 79.97 feet; thence continuing along said South right of way line on a curve to the left having a radius of 200.02 feet, 93.63 feet along curve to a point which is North 78°-53'-31" East, 92.78 feet from last described point and to a point on the South right of way line of Pioneer Road; thence along said South right of way line on a curve to the left having a radius of 302.34 feet, 268.37 feet along curve to a point which is South 62°-11'-14" East, 259.65 feet from last described point; thence South 89°-45'-14" East along said South right of way line, 267.91 feet to a point on the West right of way line of N. West Street; thence South 02°-20'-46" West along said West right of way line, 272.48 feet to a point on the North right of way line of S.T.H. "49"; thence North 89°-39'-20" West along said North right of way line, 664.53 feet to the Southeast corner of Lot 1, Certified Survey Map No. 4726, recorded in Volume 28, Pages 16-16A, Certified Survey Maps, Fond du Lac County Register of Deeds Office; Thence North 00°-08'-33" East along the East line of said Lot 1, 48.26 feet to the Northeast corner of said Lot 1; thence South 89°-57'-51" West along the North line of said Lot 1, 116.00 feet to the Northwest corner of said Lot 1; thence South 00°-08'-33" West along the West line of said Lot 1, 47.49 feet to a point on the North right of way line of S.T.H. "49"; thence North 89°-39'-20" West along said North right of way line, 297.00 feet to the point of beginning and containing 7.06 acres (307,714 sq. ft.) of land, more or less.

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

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



  
Eric R. Otte, P.L.S. No. S-2440  
J.E. Arthur and Associates, Inc.  
Fond du Lac, Wisconsin 54935

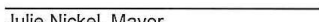
Dated this 10TH day of  
DECEMBER, 2020  
Project No. 842.5063  
Field Notes: Volume 143, Page

D. T. Hitsman, Field Asst.

**CITY OF WAUPUN APPROVAL CERTIFICATE**

Approved in accordance with the Subdivision Ordinance of the City of Waupun this

\_\_\_\_\_ day of \_\_\_\_\_, 2021.

  
Julie Nickel, Mayor

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

VOLUME \_\_\_\_\_

PAGE \_\_\_\_\_

SHEET 3 OF 4 SHEETS

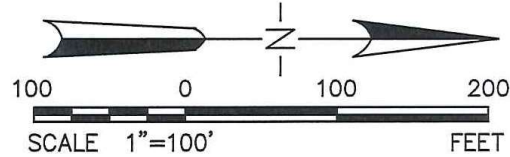
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

FOR

## WAUPUN WEST REALTY JIG, LLC

PART OF LOTS 1, 2, 3, 4, 5, 7, 8, 9, 10 & ALL OF LOTS 12  
& 13, BLOCK 2, HARRIS PARK SUBDIVISION  
CITY OF WAUPUN, FOND DU LAC COUNTY, WISCONSIN

REVISED: DECEMBER 17, 2020  
DATE: DECEMBER 10, 2020  
PROJECT NUMBER: 842.5063



NORTH POINT REFERENCED TO THE SOUTH LINE OF THE  
SW 1/4, SECTION 31-14-15 RECORDED AS S89°59'02"W  
PER FOND DU LAC COUNTY COORDINATE SYSTEM



*Eric R. Otte*  
12/17/2020

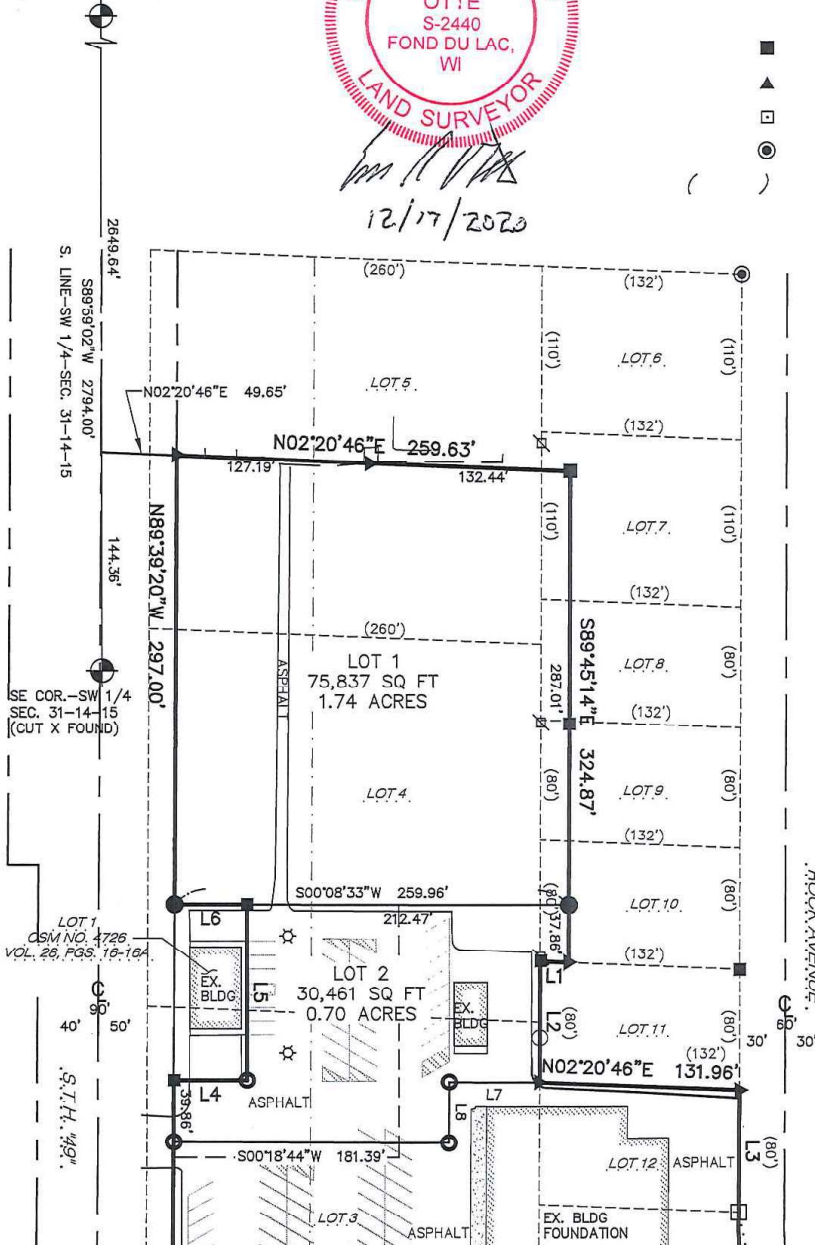
### LEGEND

- MAG NAIL SET
- 1" X 18" (O.D.) IRON PIPE SET  
WEIGHING 1.13 LBS. PER  
LINEAL FOOT
- 1" IRON PIPE FOUND IN PLACE
- ▲ 3/4" REBAR W/CAP FOUND IN PLACE
- MAG NAIL FOUND IN PLACE
- ⊙ 2" IRON PIPE FOUND IN PLACE
- ( ) RECORDED INFORMATION

NOTE: PROPOSED LOT 1  
INGRESS/EGRESS WILL BE PROVIDED  
THROUGH PROPOSED LOTS 2 & 3.

TOTAL AREA  
307,714 SQ FT  
7.06 ACRES

SW COR.-SW 1/4  
SEC. 31-14-15  
(ALUM. MON. FOUND)



Parcel Line Table		
Line #	Direction	Length
L1	S02°20'46"W	18.99'
L2	S89°45'14"E	79.97'
L3	S89°45'14"E	79.97'
L4	N00°08'33"E	48.26'
L5	S89°57'51"W	116.00'
L6	S00°08'33"W	47.49'
L7	S00°18'44"W	59.82'
L8	S89°41'16"E	39.47'

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

VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_

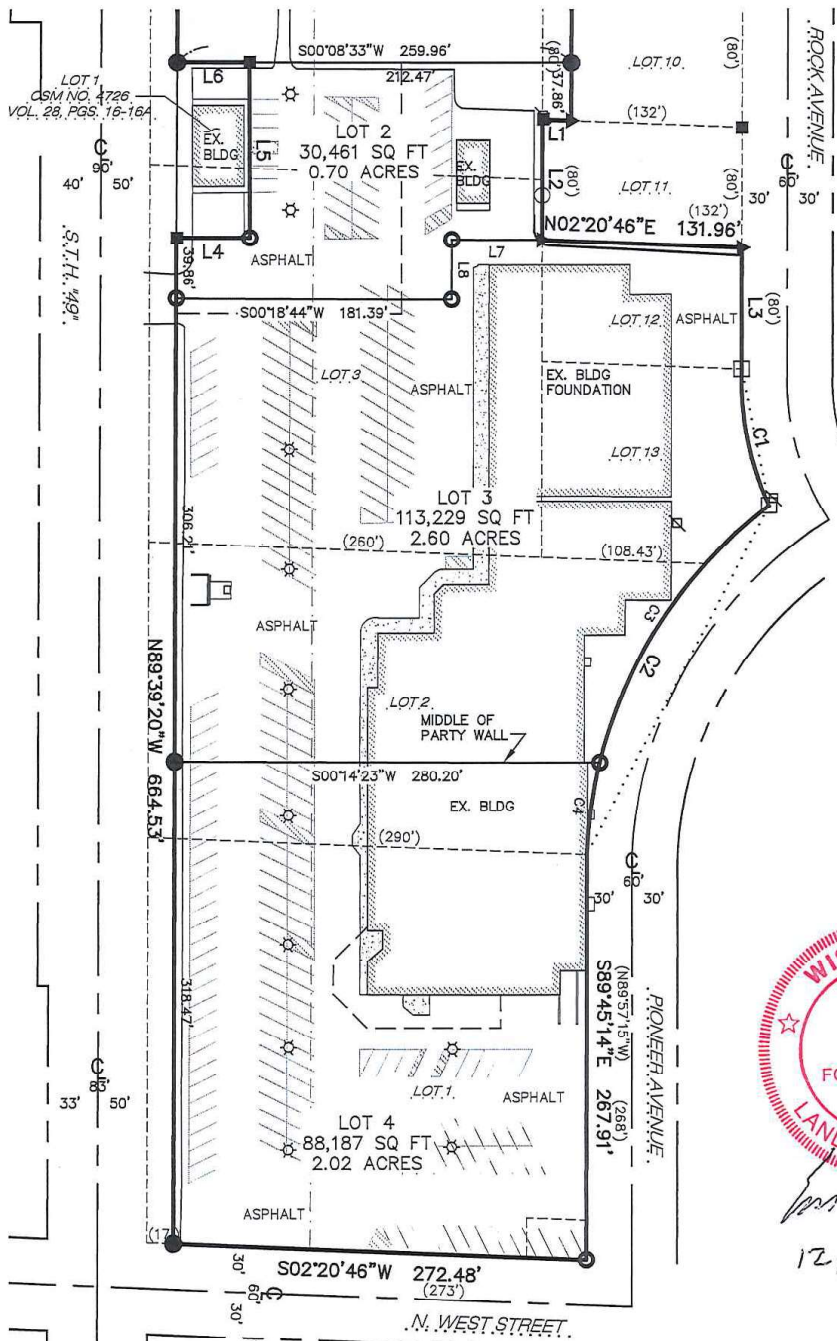
SHEET 1 OF 4 SHEETS

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

FOR

**WAUPUN WEST REALTY JJG, LLC**

PART OF LOTS 1, 2, 3, 4, 5, 7, 8, 9, 10 & ALL OF LOTS 12  
& 13, BLOCK 2, HARRIS PARK SUBDIVISION  
CITY OF WAUPUN, FOND DU LAC COUNTY, WISCONSIN



Parcel Line Table		
Line #	Direction	Length
L1	S02°20'46"W	18.99'
L2	S89°45'14"E	79.97'
L3	S89°45'14"E	79.97'
L4	N00°08'33"E	48.26'
L5	S89°57'51"E	116.00'
L6	S00°08'33"W	47.49'
L7	S00°18'44"W	59.82'
L8	S89°41'16"E	39.47'

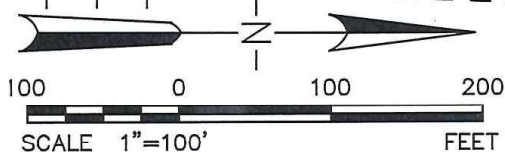
CERTIFIED SURVEY MAP # \_\_\_\_\_

VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_

SHEET 2 OF 4 SHEETS



12/17/2020



PROJECT NUMBER: 842.5063  
DATE: DECEMBER 10, 2020  
REVISED: DECEMBER 17, 2020

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	93.63'	200.02'	26°49'16"	N78°53'31"E	92.78'
C2	268.37'	302.34'	50°51'33"	S62°11'14"E	259.65'
C3	207.11'	302.34'	39°14'56"	S56°22'55"E	203.08'
C4	61.26'	302.34'	11°36'37"	S81°48'42"E	61.16'



## AGENDA SUMMARY SHEET

**MEETING DATE:** 12/28/20

**AGENDA SECTION:** CONSIDERATION-ACTION

**PRESENTER:** Kathy Schlieve, Administrator

**TITLE:** Consideration of Energy Innovation Grant Program Application and Scope of Services for Cedar Corporation to support application development

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DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
High Performance Government	Grant application – absorb within proposed 2021 budget Capital budget funding alternative Energy savings if work is completed	

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### ISSUE SUMMARY:

The Public Service Commission of Wisconsin's Office of Energy Innovation is seeking applications for their Energy Innovation Grant Program (EIGP). The EIGP program can "covers wide variety of energy related projects that reduce energy consumption and support renewable energy and energy storage, energy efficiency and demand response, electric and renewable natural gas (RNG) vehicles and infrastructure, or comprehensive energy planning".

In 2020, Cedar Corporation completed an evaluation of all City-owned facilities. That study identified the City Hall HVAC systems as a critical need for the City. Current HVAC systems have exceeded their intended service life and a systems failure would be catastrophic for the entire building as outlined in the following:

1. There is a single boiler servicing the entire facility; If that single boiler failed, it would require immediate repair or replacement. Note that a new system would run on two boilers to create some redundancy in the system to mitigate the risk of a total system failure.
2. The current system is a steam system and was not chemically treated prior to 2002. Steam systems left untreated are subject to piping corrosion, which can cause significant damage/failure. During an investigation, numerous leaks were reported in the steam and steam condensate piping that runs the perimeter of the building. Additionally, odors which would indicate moisture in the trenches were identified. Pipe leaks have been an ongoing problem over the last several years, resulting in needed repairs. The age of the existing boiler (installed in the early 1980s) and lack of proper chemical treatment means that it is likely the entire piping system needs to be replaced.

The estimated cost of replacement is ~ \$750,000. This is not a project that was budgeted in 2021, however, it does appear in future years of our current Capital Improvement Plan. This grant was announced in late November and is an opportunity to seek funding to address this known and critical need. For your consideration, we are seeking approval to pursue an EIGP grant (Due January 22, 2021) and approval of a proposal to secure needed engineering and consultant services to finalize the technical aspects of that grant application. City staff will support writing of the full application to minimize cost of the grant. The maximum EIGP award is \$1M. The application would seek to replace equipment past its intended service life and will provide redundancy to aid the City in operations in the event of an equipment failure. The proposed project will replace the boiler, air handler, condensing unit, and components of the control systems.

Grant applications are due January 22, 2021 at 12pm CST and time is of the essence on this request if we wish to meet this deadline and pursue this funding opportunity.

**STAFF RECOMENDATION:**

Approve the scope of services agreement with Cedar Corporation in the amount of \$12,000 and authorize the City Administrator, for the purposes of the 2020 Energy Innovation grant, to be the Authorized Representative and grants her the authority to:

- Submit the 2020 Energy Innovation Grant application;
- Sign the application certifications;
- Sign the grant award, and;
- Enter into and sign any contractual agreements necessary to execute the grant award.

**ATTACHMENTS:**

Cedar Corp. Service Agreement for Engineering and Architectural Services

**RECOMENDED MOTION:****There are two required motions:**

Motion to authorize the City Administrator, for the purposes of the 2020 Energy Innovation grant, to be the Authorized Representative with authority to submit the 2020 Energy Innovation Grant application; sign the application certifications; sign the grant award, and; enter into and sign any contractual agreements necessary to execute the grant award.

Motion to approve the scope of services agreement with Cedar Corporation for architectural and engineering services needed to draft the 2020 Energy Innovation grant application in an amount not to exceed \$12,000.

**Confirmation of Client Request for Services  
between Cedar Corporation (ARCHITECT/ENGINEER)  
and City of Waupun (CLIENT)**

**Authorization to Perform Professional Architectural/Engineering Services**

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

**Project:** City Hall Energy HVAC Energy Analysis & PSC Grant Application Preparation

**Scope of Work:** ARCHITECT/ENGINEER will complete design services as outlined in Attachment A

**Method of Compensation:** Work will be compensated as outlined in Attachments B

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

**Timetable:** Work will be completed as outlined in Attachments B

THIS AGREEMENT is hereby approved and executed this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF WAUPUN

CEDAR CORPORATION

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

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


Name: Jeff Daane

Name: Cory A Scheidler, AIA

Title: Director of Public Works

Title: Director of Architecture

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

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

Name: Julie Nickel

Name: Lynn McIntyre

Title: Mayor

Title: Planning and Grant Team Lead

## **Attachment A Scope of Work**

Cedar Corporation is pleased to submit this proposal to provide professional Architectural and Engineering services for your building project located in the City of Waupun, Wisconsin.

### **SCOPE OF SERVICES:**

#### **SECTION 1 – ARCHITECTURAL AND ENGINEERING SERVICES**

The PROJECT includes the following improvements:

*Project Name:* City of Waupun City Hall Energy HVAC Energy Analysis & PSC Grant Application

We understand that the intent of the project is to improve the Energy Efficiency of the City Hall. The existing City Hall HVAC systems have exceeded their intended service life and are experiencing failures and lack the efficiency and comfort for the building. The systems do not offer any redundancy and the City has no opportunity to provide services through the City Hall if a failure were to occur. The current boiler, air handler, condensing unit have all experienced failures and the control system is antiquated and is in constant need of maintenance and repairs.

The project will replace the boiler, air handler, condensing unit and components of the control systems. Due to the age of the system, extensive work will be required to replace the systems. This work will include replacement of the deteriorated piping systems, replacement of pneumatic controls and piping with electronic controls, replacement of the distribution system controls, and dampers. In addition to the replacement of the HVAC components, ancillary work related to accessing the components will be required, including ceiling and wall removal and patching. While the electrical systems is not part of the energy efficiency improvements, aspects of the electrical system will need to be modified, replaced or relocated due to the size and space requirements of the hvac equipment, code required clearances and available circuitry.

The City completed a Study in 2018 to evaluate the systems within City Hall and in 2020 completed an evaluation of all of the City buildings. The 2020 Study identified the City Hall HVAC systems as a critical need for the City. These repairs will replace equipment past its intended service life and will provide limited duplicity to aid the City in operations in the event of an equipment failure.

#### **1.1 ARCHITECTURAL/ENGINEERING SERVICES**

The ARCHITECT/ENGINEER agrees to provide the following Architectural and Engineering Services for the PROJECT:

The first phase of the project is to evaluate options to replace the HVAC equipment, determine the energy efficiency improvements and develop a preliminary code impact and cost estimate for the work. This will include evaluating the existing systems and components, developing options for the replacement of the components and, or an entire system replacement. The options will evaluate the cost verses the improved efficiency and the life cycle of each system. In addition, the analysis will identify the needs for other related work such as ceiling and wall removal and patching, electrical and plumbing work that is directly related to the system improvements.

As part of the first phase of the project, Cedar Corporation will assist the CLIENT in the preparation of a Public Service Commission Energy Innovation Grant Program Application. This work will include review of the project description, facility needs, summary of existing and planned metrics for the upgrades and a work plan. The grant application will be prepared along with supporting data for review by CLIENT prior to being submitted to the PSC. Work will include, but not be limited to:

- 1) Gathering information and prepare PSC grant application
- 2) Submit application to the CLIENT for submittal to the PSC
- 3) ENGINEER and SENIOR PLANNER will attend the following meetings:
  - a. Kick-off Meeting with CLIENT
  - b. Follow-up meeting with CLIENT prior to submitting application

CLIENT will supply to ENGINEER all pertinent information required to support a complete application such as but not limited to, historic planning documents, organizational information, and financials as required.

## 1.2 ADDITIONAL PROFESSIONAL SERVICES

The ARCHITECT/ENGINEER shall under this paragraph provide *optional* other professional services which are often a part of the project, but which have not been included under previous paragraphs. These services shall be provided **AT ADDITIONAL COST** under the method indicated in SECTION 2.

### **Design Phase**

This will include additional meetings to review the current plan, review of the facility and systems. This phase will include a written diagrammatic drawing of the mechanical, electrical, and plumbing systems that are recommended for the project. These preliminary drawings and descriptions will be used for further defining the needs of the HVAC upgrades. During this phase, we will continue to collaborate with the City in making decisions regarding building system options, components and any potential bid alternates, etc.

Construction documentation deliverables include:

- Preparation of final technical specifications, drawings, details, and schedules
- Development of front end, general conditions, and requirements
- Preparation of Contracts for bidding (project manual) and Owner – Contractor agreement
- Preparation of final design calculations
- Prepare submittals to obtain regulatory agency approval
- Quality control review of coordination and constructability
- Update cost estimate and review of current market conditions
- Recommendations for bid packages to take advantage of market conditions

### **Grant Administration**

Upon award of a PSC grant, Cedar Corporation will assist the City with the grant administration services as requested.

### **Bidding and Contract Administration**

Upon Agency and City approval, our Team will solicit bids through an online plan room and local Builders Exchanges. During the Bidding Phase, we will:

- Distribute bid documents
- Maintain a bidders list
- Address bidding questions
- Prepare addendums as required
- Receive and review bids with the owner
- Review appropriate instruments of financial security including bonds
- Provide a written recommendation for project award
- Prepare contracts for construction between the Owner and the Contractor

Upon award of the contract our team will:

- Conduct a preconstruction meeting
- Provide project oversight and contract management through construction
- Review and distribute shop drawing submittals
- Conduct regularly scheduled monthly site visits and on-site construction meetings
- Provide monthly updates to the City
- Review construction schedule and progress to manage cost
- Review and mitigate disputes and change orders
- Review cost saving measures during construction for owner savings
- Review and clarify any questions and prepare construction bulletins
- Respond to Requests for Information
- Prepare and review contractor pay requests and related submittals

## **Attachment B**

### **METHOD OF COMPENSATION**

#### **SECTION 2 - COMPENSATION**

##### **2.1 ARCHITETURAL & ENGINEERING SERVICES**

Whereas the CLIENT has elected to compensate the ARCHITECT/ENGINEER for Architectural Services for the assessment of the HVAC systems, related energy efficiency calculations and preparation of a grant application on an "hourly" basis, not to exceed \$12,500.

**Other Compensation:** It is understood that when requested by the OWNER, the ARCHITECT/ENGINEER shall procure the serves of independent inspection bureaus, laboratories, soil exploration firms, etc. However, this is for the convenience of the OWNER, and the ARCHITECT/ENGINEER shall provide coordination only of these services at the labor rates determined above.

##### **2.2 ADDITIONAL SERVICES**

Whereas the CLIENT has elected to compensate the ARCHITECT/ENGINEER for design, grant administration, bidding, and construction administration services on a "Lump Sum" basis, the lump sum price shall include all cost items including labor, overhead, direct expense, and professional fee.

Once the grant application award is determined, we will evaluate the scope of the project and provide the City with an updated agreement. The fee for the remaining phases will be amended to a lump sum fee. The intent of the assessment phase is to define the scope, cost, and schedule of the project which may have an effect on the design cost.

#### **SECTION 3 - TIMETABLE**

The project schedule is estimated as follows:

Commence Services	December 22,2020
HVAC Assessment	January 15, 2021
Grant Application Submittal	January 22, 2021

## STANDARD CONDITIONS

### PART I - DESCRIPTION OF SERVICES

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

### PART II - CLIENT'S RESPONSIBILITIES

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

#### 2.1 INFORMATION/REPORTS

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

#### 2.2 REPRESENTATIVE

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

#### 2.3 GIVE NOTICE

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

### PART III - BILLING, AND PAYMENT

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

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

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

### PART IV - STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4.11

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

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Cedar Corporation and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Project scope of work. Cedar Corporation agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials are encountered. Client acknowledges and agrees that it retains title to all hazardous

material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transporting or storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize Cedar Corporation to execute such documents as Client's agent. Client waives any claim against Cedar Corporation and agrees to defend, indemnify, and save Cedar Corporation harmless from any claim or liability for injury or loss arising from Cedar Corporation's discovery of unanticipated hazardous materials or suspected hazardous materials.

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

**4.13 REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Cedar Corporation for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is discovered within such thirty (30) day period it shall be corrected at no additional cost to Client. Following the expiration of this thirty (30) day

period, Client shall bear all responsibility for the care, custody and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless Cedar Corporation from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client. Cedar Corporation agrees that all plans, engineering designs, electronic and computer data and imagery relating to Client's projects are the property of the Client and shall be presented to Client at no additional cost upon written request.

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

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

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

**4.17 NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any

other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

**4.18 NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's municipal project contractors.

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

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

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