



**A G E N D A**  
**CITY OF WAUPUN BOARD OF PUBLIC WORKS AND  
FACILITIES COMMITTEE MEETING**  
Waupun City Hall – 201 E. Main Street, Waupun WI  
Tuesday, April 11, 2023 at 4:30 PM

The Waupun Board of Public Works and Facilities Committee will meet in-person, virtual, and teleconference. Instructions to join the meeting are provided below:

Join Zoom Meeting

<https://us02web.zoom.us/j/85041232418?pwd=VFNaV3ZlcGhuNjlaNWlWTjBmd2lZUT09>

Meeting ID: 850 4123 2418

Passcode: 178653

By Phone: (312) 626 6799 US (Chicago)

**CALL TO ORDER**

**ROLL CALL**

**PERSONS WISHING TO ADDRESS THE BOARD OF PUBLIC WORKS**--*State name, address, and subject of comments.*  
(2 Minutes)

*No Public Participation after this point.*

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

**CONSIDERATION - ACTION**

1. Approve minute of the March 14, 2023 meeting
2. Waupun Hockey Contract with Rink-Tec to install a new concrete rink floor system at the Waupun Community Center
3. Approve bid for Shooting Range Asphalt pad
4. City of Waupun CORP plan update

**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.*



# MINUTES—CITY OF WAUPUN BOARD OF PUBLIC WORKS & FACILITIES

Tuesday, 14-March-2023 – City Council Chambers

## CALL TO ORDER

Chairman Peter Kaczmarki called the meeting to order at 4:30 PM

## ROLL CALL

Roll call was taken:

Alders—Peter Kaczmarki, William Langford, Mike Matoushek

Citizens—Dale Heeringa, Dave Rens, Andrew Sullivan, Gregg Zonnefeld

Ex-officio—DPW Director Jeff Daane, Mayor Rohn Bishop, City Administrator Kathy Schlieve, Recreation Director Rachel Kaminski

## PERSON WISHING TO ADDRESS THE BOARD OF PUBLIC WORKS & FACILITIES COMMITTEE

No citizens were present.

## FUTURE MEETINGS AND GATHERINGS OF THE BOARD OF PUBLIC WORKS & FACILITIES COMMITTEE

Next meeting will be on Tuesday, April 11th at 4:30PM.

## CONSIDERATION - ACTION

1. Approve minutes of the February 14th, 2023 Board of Public Works & Facilities Meeting.  
Minutes of the February 14, 2023 meeting were presented. Motion (Matoushek/Sullivan) to approve minutes as presented. **MOTION CARRIED (7-0)**
2. City of Waupun 2022 Annual MS4 Report (Informational)  
DPW Director Jeff Daane shared updates on our annual MS4 Report and how it impacts our city. This meets our requirements for our MS4 required permit reporting for the Department of Natural Resources. These involve inspections, site visits, monitoring of inlets and outlets. This report was received for information
3. Leaf Collection & Street Sweeping Water Quality Assessment Agreement with MSA  
With not being compliant with the storm water requirements, instead we need to achieve ordinance update to match stipulations laid out in our plan. Motion (Zonnefeld/Matoushek) to recommend a Leaf Collection & Street Sweeping water quality assessment agreement with MSA for \$15,000. **MOTION CARRIED (7-0).**
4. 2023 Spring Cleanup Dates  
Bulk cleanup will be April 3-5, with spring cleanup dates from April 10<sup>th</sup> through May 1<sup>st</sup>. Motion (Matoushek/Heeringa) to approve the dates as presented. **MOTION CARRIED (7-0).**
5. Notice of award for Wilson & Shaler Drive extension project for the City of Waupun  
There were four bids received for the Wilson & Shaler Drive extension in the Industrial Park area. Motion (Rens/Matoushek) to award the bid to Wondra Construction at a cost of \$1,657,831.73 and pass this approval on to the Common Council. **MOTION CARRIED (7-0).**
6. Community Garden new site location options  
Last year's Community Garden location on Moorman Drive did not work out well last year due to soil conditions and other factors. Terri Respalje shared concerns with last year's location. has recommended three options for new locations for the Community Garden. Motion (Zonnefeld/Matoushek ) to locate the Community Garden at the Welch Street location as laid out by DPW Director Daane. **MOTION CARRIED (7-0).**
7. Shaler Park Fountain  
Last year the Shaler Park Fountain broke down, and even after exploring repairs, the previous pump was not fixable. The Waupun Community Fund has expressed interest in reimbursing the City for the new fountain. Five quotes were procured by the City. Motion (Matoushek/Langford) to recommend to the Common Council the low bid from Municipal Well & Pump / Pumpstation Professionals for the project proposal at a cost of \$18,585.46 provided a reimbursement agreement with the Waupun Community Foundation is in place. **MOTION CARRIED (7-0).**

8. City of Waupun-CORP Update 2023

Emily Soderberg from MSA shared the process on the updates to the CORP plan. Soderberg laid out a timeline for the survey, adjustments on the plan, and pathway for approvals in May. Some new guidelines that are currently in place will need some updating of the standards for the plan to be acceptable. The BPW reviewed the current survey and scope of the study, sharing ideas. Administrator Schlieve suggested breaking up the master plan at McCune into smaller portions that may make a phased, prioritization strategy there successful. Downtown could create some community gathering spaces that could be attractive to stewardship/development grants. DPW Director Daane led a discussion of suggestions and ideas for extending services in our parks, and other facilities around the city. These will be shared with MSA as they prepare the survey and plan. Next month the BPW will review the new plan. The survey will be opened up next Monday to begin to collect data from our community.

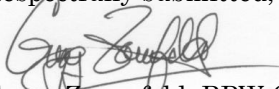
9. No Mow May.

There are communities in Wisconsin who participate in No Mow May, with varied reactions from their community. DPW Director Daane had fielded phone calls from community members asking about if Waupun was going to participate. Some alternatives to No Mow May would include adding flowers that could be planted to help the bee population. Motion (Heeringa/Sullivan) to not do a structured No Mow May. **MOTION CARRIED (7-0).**

**/ADJOURNMENT**

Motion (Matoushek/Langford) to adjourn the meeting of the BPW & Facilities at 4:54PM. **MOTION CARRIED (7-0).**

Respectfully submitted,

  
Gregg Zonnefeld, BPW Clerk



# AGENDA SUMMARY SHEET

**MEETING DATE:** April 11, 2023

**TITLE:** Waupun Hockey Contract with Rink-Tec to install a new concrete rink floor system at the Waupun Community Center

**AGENDA SECTION:** Consideration/Action

**PRESENTER:** Jeff Daane

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DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Sustainability	\$794,000 paid for by Waupun Hockey	

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## ISSUE SUMMARY

The Waupun Hockey has been working on a fund raising campaign. The association would like to enter into a contract with Rink-Tec to complete this project in the summer of 2025. The past year has seen significant price increases and by entering into a contract they would be assured the price would be locked in until summer of 2025.

## STAFF RECCOMENDATION:

Approve the Contract between Waupun Hockey and Rink-Tec and forward on to council

## ATTACHMENTS:

Contract  
Waupun Hockey Fundraising plan

## **RECCOMENDED MOTION:**

1. Recommend to Council Waupun Hockey enter into a contract with Rink-Tec to install a new concrete floor system

## CONTRACT

THIS CONTRACT IS MADE AND ENTERED INTO BY AND BETWEEN **RINK-TEC INTERNATIONAL, INC. (hereinafter referred to as "RINK-TEC")** WHOSE PRINCIPAL OFFICE OR PLACE OF BUSINESS IS AT 3485 WILLOW LAKE BLVD, SUITE 500, VADNAIS HEIGHTS, MINNESOTA 55110, AND **WAUPUN YOUTH HOCKEY ASSOCIATION (Hereinafter referred to as "OWNER")** WHOSE PRINCIPAL OFFICE OR PLACE OF BUSINESS IS AT 510 E SPRING ST, WAUPUN, WISCONSIN 53963.

ON THIS \_\_\_\_\_ DAY OF MARCH 2023.

**WHEREAS** the parties wish to enter into an agreement for the sale and installation of a new concrete rink floor system:

**IN CONSIDERATION** of the mutual covenants contained herein and other good and valuable considerations, the sufficiency of which is hereby acknowledged.

**NOW THEREFORE** it is hereby stipulated and agreed, by and between the parties to this agreement through their undersigned representatives, as follows:

### **1. DEFINITIONS**

- (A) "Project Site" for the purposes of this agreement is defined as: 510 E Spring St., Waupun, WI 53963.
- (B) "Warranty" for the purposes of this agreement is defined as the terms and conditions of the RINK-TEC INTERNATIONAL WARRANTY.

### **2. RINK-TEC SCOPE OF WORK**

#### **CONCRETE REMOVAL AND SYSTEM DEMO**

The existing fluid in the floor system will be drained. Rink-Tec will water saw and cut the existing concrete floor into 6' x 6' pieces, remove, and dispose of them. The existing insulation under the rink slab will be disposed of. The existing sub-grade will be excavated an additional 6" and the granular fill removed to the outside of the building. It will be reused to cover the new subfloor system.

#### **PERIMETER CONCRETE**

New perimeter concrete will be installed where the end header is currently located. The end header will be removed, trench backfilled, and new perimeter formed and poured including two new radii, so all refrigeration is inside the new rink area.

## **85' X 200' CONCRETE RINK FLOOR SYSTEM**

**Mains** - The refrigeration mains between the equipment room and the refrigerated floor are 8" SDR 11 fusion pipe with 3" thick pipe insulation and a PVC jacket. The mains for the sub floor heating system are 3" SDR 11 pipe. Once the mains are tested, they will be backfilled.

**Sub-Floor Heating System** - The sub-floor heating system will be constructed of ¾" O.D. high density polyethylene tubing placed on 18" centers throughout the rink floor. The manifold system will be constructed of 3" SDR 11 fusion pipe and fittings. The polyethylene tubing is connected to the manifold with ¾" SDR 11 fusion fittings. The mains will be stubbed up in the mechanical room for future connection.

**Fine Grading** - This section consists of placing 6" of the existing granular fills, on top of the sub-floor heating system after it has been tested and leveling that fill to plus or minus ¼" throughout the rink area.

**Rink Floor Insulation** - This section consists of furnishing and installing two layers of 1½" thick 25 psi extruded insulation on top of the fine grade, including cutting and fitting the insulation to conform to the profiles of the rink and the header trench.

**Vapor Barrier** - This section consists of furnishing and installing a 6 mil. Vapor barrier on top of the rink floor insulation including overlap of vapor barrier material.

**Reinforcing Steel** - This section consists of furnishing and installing 22,500 lbs. of #4, grade 60 reinforcing steel on top of the reinforcing steel supports. The steel is installed on 16" centers the 85' direction of the rink floor and 12" centers the 200' direction of the rink floor.

**Rink Floor System** - Our refrigerated floor manifolds are constructed of 8" SDR 11 fusion pipe. They will be in a header trench at center of your ice-skating surface. The rink floor tubing is 1" SDR 11 pipe placed on 4" centers. The return bends are 180° fusion fittings connected to the rink floor tubing at each end of the rink. Our tubing spacers are constructed of 3/16" wire with a 3" wide foot plated for stability. They are placed on 3' centers throughout the rink floor and double as reinforcing steel supports.

**Mesh** - This section consists of furnishing and installing a 6" x 6", 10-gauge wire mesh on top of the rink floor tubing.

**Dasher Inserts** – Rink-Tec will supply and install new cast in place anchors in the refrigerated slab for the existing dasher system.

**Rink Floor Concrete** - This section includes providing a complete design mix, concrete testing, furnishing, and placing the concrete, proper finishing, and poly cure of the concrete. The concrete will be placed with a concrete pump. The concrete design will include a water reducing agent, air entrainment, and super plasticizer for the placement.

**Expansion Joint** - This section consists of all the materials that make up the expansion joint which separates the refrigerated ice rink concrete from the outer perimeter concrete.

**Other Items** - Other items necessary for a complete installation which are not included, and the responsibility of the owner are: **Removal and reinstallation of the dasher board system.**

**The price for all materials listed above for a complete floor system replacement is \$794,000.00. Price will be held through 2025.**

**This quotation includes the following.**

- Any necessary permits.
- Engineered Drawings Stamped by licensed Mechanical Engineer.
- The floor system will carry our standard five-year warranty.

**Deductive Options -**

- **Concrete Sawing** - If concrete sawing of the rink floor is performed by others, deduct \$26,000.00. – removed from third installment if option is taken.
- **Concrete Removal** - If concrete is removed from the building and site by others, deduct \$25,000.00. – removed from third installment if option is taken.
- **Insulation Removal** - If rink floor insulation is removed and disposed of by others, deduct \$12,000.00. – removed from third installment if option is taken.
- **Subgrade Removal** - If subgrade material is removed to the outside of the arena by others, deduct \$15,000.00. – removed from third installment if option is taken.
- **Ready Mix** – The hockey association can provide the 270 yards of ready mix directly for the concrete floor system. Deduct \$32,700.00 – removed from fourth installment if option is taken.
- **Volunteer Labor** – Rink Tec will use approximately 500 hours of volunteer labor at a \$35.00 per hour labor credit. Rink-Tec will supply a sign in sheet on the jobsite. Each volunteer will sign in before they start work and sign out once they leave. The hours will be tabulated, and a credit given for every hour that is supplied by a volunteer. – removed from final installment if option is taken.

### **3. REPRESENTATIONS, RIGHTS AND OBLIGATIONS OF OWNER**

(A) The Owner further agrees to pay RINK-TEC the total sum of Seven Hundred Ninety-Four Thousand Dollars (\$794,000.00) (“Contract Price”).

#### 1. Payment Terms

3% Upon signed contract. - \$23,820.00  
32% on or before January 10<sup>th</sup>, 2025 - \$254,080.00  
30% Upon Removal of Floor System- \$238,200.00  
30% Once Concrete Floor is Poured - \$238,200.0  
5% Upon System Making Ice- \$39,700.00

2. Removal and Reinstallation of Dasher Board System.
3. If funding for the project is not obtained by January 2<sup>nd</sup>, 2025, the association can withdraw from the contract without penalty and reschedule it to the following year. The pricing would be updated at that time for any possible price increases.

All title or interest in and to the materials furnished by RINK-TEC is retained by RINK-TEC until such time as full and complete payment has been received.

#### **4. GENERAL CLAUSES**

- (A) This AGREEMENT constitutes a complete statement of all terms, conditions, and agreements between the two parties with respect to the subject matter hereof and supersedes and merges all agreements heretofore existing between the parties.
- (B) No term, condition or provision of this AGREEMENT may be modified or terminated without the written authorization of both parties.
- (C) Neither party shall represent itself as agent of the other for any purpose and shall have no right to create or assume any obligation, express or implied, for or on behalf of the other in any way whatsoever.
- (D) This AGREEMENT shall be construed in accordance with the laws of the State of Wisconsin.
- (E) The parties to this AGREEMENT hereby acknowledge receiving independent legal advice with respect to this AGREEMENT.
- (F) All notices or mailing required under this AGREEMENT shall be delivered to the following addresses:  

Waupun Youth Hockey Assoc. 510 E. Spring St. Waupun, WI 53963	Rink-Tec International, Inc. 3485 Willow Lake Blvd, Suite 500 Vadnais Heights, MN 55110
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- (G) **As required by the Wisconsin construction lien law, the undersigned Prime Contractor hereby notifies Owner that persons or companies furnishing labor or materials for the construction on Owner's Property may have lien rights on Owner's Property and**



**buildings if not paid. Those entitled to lien rights, in addition to the undersigned, are those who contract directly with the Owner or those who give the Owner notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, Owner probably will receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to the mortgage lender, if any. Undersigned Prime Contractor agrees to cooperate with the Owner and Owner's lender, if any, to see that all potential lien claimants are duly paid.**

- (H) No Third-Party Beneficiary. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies or by reason of this Agreement on any person's other than the parties to it, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over and against any party to this Agreement.
- (I) In the event any action or proceeding is brought by Rink-Tec for enforcement of this Agreement, Owner shall be liable to Rink-Tec for all of Rink-Tec's costs of collection, including reasonable attorney's fees.
- (J) All title or interest in and to the materials furnished by RINK-TEC is retained by RINK-TEC until such time as full and complete payment has been received.
- (K) Interest accrues at a rate of 1.5% per month assessed daily on all balances past due beyond thirty (30) days and RINK-TEC reserves the right to terminate completion of the project if the payments provided for remain unpaid for a period of thirty (30) days following the expiration of the due date for each payment.
- (L) Once the system is commissioned and first makes ice. RINK-TEC will issue the RINK-TEC INTERNATIONAL Warranty on new materials installed to the mat system and chiller system, valid for a period of two (2) years (defined as sixty (24) consecutive calendar months).
- (M) Rink-Tec is a non-union employer paying fair wages and benefits and this contract is based upon RINK-TEC's use of non-union labor. In the event RINK-TEC is required, for any reason whatsoever, to employ union labor, RINK-TEC may either renegotiate the Contract Price and terms based solely upon the additional cost of union labor, or at its sole option, terminate this contract and receive from Owner compensation for work, materials and reasonable profit performed to the date of the termination.

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Dated this \_\_\_ day of March 2023.

**RINK-TEC INTERNATIONAL, INC.**

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

Kyle Gillespie, President

Dated this \_\_\_ day of March 2023.

**WAUPUN YOUTH HOCKEY  
ASSOCIATION**

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

Lucas Dawson, President

The contract for all materials and labor for a complete floor system replacement is \$794,000. We have explored other options, like not changing the header system, and after speaking with WDS and Excel Engineering it was determined that the project is specialized enough that using a company who only does rink flooring systems was best.

**Deductive Options:**

- Concrete Sawing - deduct \$26,000.00.
- Concrete Removal - deduct \$25,000.00.
- Insulation Removal - deduct \$12,000.00.
- Subgrade Removal - deduct \$15,000.00.
- Volunteer Labor –500 hours of volunteer labor at a \$35.00 per hour labor credit = \$17,500
- Ready Mix – Deduct \$32,700.00

Total of cost savings **\$128,200.**

We have also been approached by a contractor wanting to complete the concrete finish work. This is not normally a deductive option for Rink-Tec but they have spoken to one another and currently have a verbal yes. At a later date Rink-Tec will meet and review things further to ensure the contractor meets certain specifications for their work. Rink-Tec did not have an amount for us but the contractor figured around the \$60,000 range.

Possible savings total of \$188,200. Total out of pocket cost with the potential deductions **\$605,800.**

**Safety & Efficiency:**

The current system has an exposed header at the north end of the rink that is covered with metal plates. These can fall and cause leaks. The new system would have a header that would run down the middle of the rink and be completely covered with concrete eliminating this hazard. This would also make the system more efficient. Rheinlander has reported a cost savings on utilities of approximately \$1,000 a month.

**Partnership:**

We are working with a class in UW Milwaukee who have already began to be a tremendous help. They are fine tuning our professional letter that will be going out to area business, updated our flyer, contacting media outlets, writing articles, promoting our cause. Most recently the Memphis Klug story of asking for donations to our rink for his birthday. Several news articles were published along with some coverage on Fox 6 in Milwaukee and Madison area.

**Outreach:**

Once the professional letter is complete, we will be going to all business in and around the area along with other potential donors asking for donations, sponsorships or selling advertising at the rink. There is a dedicated subcommittee for this task along with seeking out additional Grants. Also there is another subcommittee for the actual construction side and focusing on getting all of the deductive work options filled/committed to, working with Rink-Tec on our options and seeking out other cost savings.

**Grants Applied for:** all of these have recently gone out and will be some time before we hear back.

- Michels Family Foundation (\$500,000)
- Beaver Dam Hospital (\$100,000)
- Saputo (as organization) (\$50,000)
- NEBAT (Stone Family Foundation) (\$500,000)
- Saputo (as employee) (\$50,000)

**Current available funds:**

Direct for floor funding - \$56,570.76

Ed Jones money market - \$221,635.04

One thing to note is this price has gone up more than \$40,000 since September 2022. And has gone up over \$300k since the original quote in the fall of 2019. This contract will lock in our cost for 2-years. Our optimistic plan is to raise the needed funds without having to use the Ed Jones account. We are also visiting the option to finance a portion only if needed.

Project cost: \$794,000

Available Funds: \$278,205

Deductive options: \$188,200 approximate

Grant totals: TBD

Remaining balance: \$327,595



# AGENDA SUMMARY SHEET

**MEETING DATE:** April 11, 2023

**TITLE:** Approve bid for Shooting Range Asphalt pad

**AGENDA SECTION:** Consideration/Action

**PRESENTER:** Jeff Daane

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DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
	\$10,260	

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## ISSUE SUMMARY

Staff have been working with the Police Department on a new shooting range that will be located out by the old landfill site. Two bids were received for this project.

## STAFF RECCOMENDATION:

Approve the low bid with Northeast Asphalt

## ATTACHMENTS:

Bid Tab

## RECCOMENDED MOTION:

1. Approve Northeast Asphalt for the Shooting Range Asphalt bid for the amount of \$10,260.
2. Approve Kartechner Brothers for the Shooting Range Asphalt bid for the amount of \$12,720

**CITY OF WAUPUN  
 BID TAB FOR  
 SHOOTING RANGE ASPHALT PAD**

			Northeast Asphalt 20 Camelot Dr Fond du Lac, WI 54935		Kartechner Brothers N11829 County Rd I Waupun, WI 53963	
Item Description	Quantity	Unit	Price per unit	Total Price	Price per unit	Total Price
<b>40' x 75' ASPHALT PAD</b>						
Fine Grade & Compact	3,000	SF	\$0.70	\$2,100.00	\$0.50	\$1,500.00
Pave 2.25" Binder Course Asphalt (2.25 3LT 58-28s)	3,000	SF	\$1.52	\$4,560.00	\$1.89	\$5,670.00
Pave 1.75" Surface Course Asphalt (1.75 4LT 58-28s)	3,000	SF	\$1.20	\$3,600.00	\$1.85	\$5,550.00
<b>Total Item #1</b>				<b>\$10,260.00</b>		<b>\$12,720.00</b>



# AGENDA SUMMARY SHEET

**MEETING DATE:** April 11, 2023

**TITLE:** City of Waupun CORP plan update

**AGENDA SECTION:** Consideration/Action (discussion only)

**PRESENTER:** Jeff Daane

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

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## ISSUE SUMMARY

There are just a few days left to go online to fill out the Park & Recreation Survey.

## STAFF RECCOMENDATION:

## ATTACHMENTS:

Park & Recreation Survey Flyer

<b>RECCOMENDED MOTION:</b>
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CITY OF

**WAUPUN**

municipal government

## **PARKS & RECREATION SURVEY**

The City of Waupun is updating its Comprehensive Outdoor Recreation Plan (CORP). This plan will help guide the continual improvement of the City's parks, open space, trail facilities. The plan also maintains the City's eligibility for key state and federal grants.

Waupun is committed to meeting the recreation needs of its current and future residents. By participating in this survey you are helping to shape the future of our community!

You can complete the survey at the link below:

<https://www.surveymonkey.com/r/WaupunCORP>

**or scan the QR code!**



Questions? Please reach out to [parks@cityofwaupun.org](mailto:parks@cityofwaupun.org)