



A G E N D A
CITY OF WAUPUN SPECIAL COMMON COUNCIL
MEETING
City Hall 201 E Main St. Waupun
Tuesday, January 28, 2025 at 5:30 PM

VIRTUAL AND TELECONFERENCE ACCESS

Join Virtually:

<https://us02web.zoom.us/j/81751337789?pwd=R2V6MDhuMUthSGNsd1QvYjRybWJ1QT09>

Join Teleconference: 1 312 626 6799

Meeting ID: 817 5133 7789

Passcode: 746846

CALL TO ORDER

ROLL CALL

RECOMMENDATION FROM BOARDS, COMMISSIONS, COMMITTEES

- [1.](#) DPW Purchase Agreement with Homan Auto for 2025 Chevrolet 2500 HD 4WD (Board of Public Works)
- [2.](#) DPW Purchase Agreement with Madison Truck & Equipment for Western Snowplow 9'6" MVP3 (Board of Public Works)
- [3.](#) Naming of 510 E Spring Street Facility (Board of Public Works)
- [4.](#) Release of Recorded Easements on Lot 4 Inclusive within Heritage Ridge Located in the NW 1/4 of Section 9, T.13N. R15E, in City of Waupun, Dodge County, WI
- [5.](#) Special Exception Permit for Highway Setback Area and Waiver of Damages Lot 1 of Certified Survey Map 547
- [6.](#) Restriction Release Regarding the Plat of Harris Park Subdivision Document Number 113742A
- [7.](#) Partial Easement Release Agreement Between City of Waupun and DGI, Inc.
- [8.](#) Drainage Agreement Between City of Waupun and DGI, Inc.
- [9.](#) Electric Easement Agreement Between City of Waupun and DGI, Inc.
- [10.](#) Sewer and Water Easement Agreement Between City of Waupun and DGI, Inc.

CONSIDERATION - ACTION

- [11.](#) Authorize Contract with Excel Engineering for Ammonia Detection System Project Support for 510 E Spring Street
- [12.](#) License & Permit Applications; Expenses
- [13.](#) Accept Resignation of Alderman Ledesma
- [14.](#) Consideration for Vacant Aldermanic District 3 Seat

DISCUSSION

- [15.](#) Overview-Sewer Rate Adjustments

CLOSED SESSION

Adjourn in closed session under Section 19.85 (1) (e) of the WI Statutes for:

(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

- [16.](#) Consider Public Bid to Acquire Property Located in TID 3 at Fond du Lac County Sheriff's Sale

OPEN SESSION

Reconvene in open session under Section 19.85 (2) of the WI Statutes

ACTION FROM CLOSED SESSION

ADJOURNMENT

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



AGENDA SUMMARY SHEET

MEETING DATE: 1/28/25

TITLE: DPW Purchase Agreement with Homan Auto for 2025 Chevrolet 2500 HD 4WD (Board of Public Works)

AGENDA SECTION: RECOMMENDATIONS FROM BOARDS, COMMITTEE, COMMISSIONS

PRESENTER: Jeff Daane, Public Works Director

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
High Performance Government	2025 approved budget item \$45,750	

ISSUE SUMMARY:

On January 14, the Board of Public Works made recommendation to the Common Council for the purchase of a Chevrolet 2500 4WD truck from Homan Auto.

STAFF RECOMMENDATION:

Accept the recommendation from the Board of Public Works

ATTACHMENTS:

RECOMMENDED MOTION:

Motion to approve purchase agreement with Homan Auto for the purchase of 2025 Chevrolet 2500 HD 4WD in the amount of \$45,750.



AGENDA SUMMARY SHEET

MEETING DATE: 1/28/25

TITLE: DPW Purchase Agreement with Madison Truck & Equipment for Western Snowplow 9'6" MVP3 (Board of Public Works)

AGENDA SECTION: RECOMMENDATION FROM BOARDS, COMMITTEES, COMMISSIONS

PRESENTER: Jeff Daane, Public Works Director

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
High Performance Government	2025 approved budget item \$8374	

ISSUE SUMMARY:

On January 14, the Board of Public Works made recommendation to the Common Council for the purchase of a snowplow for the new ¾ ton truck from Madison Truck and Equipment.

STAFF RECOMMENDATION:

Accept the recommendation from the Board of Public Works

ATTACHMENTS:

RECOMMENDED MOTION:

Motion to approve the purchase agreement with Madison Truck and Equipment for a Western 9'6" MVP3 snowplow in the amount of \$8374 as recommended by the Board of Public Works.



AGENDA SUMMARY SHEET

MEETING DATE: 1/28/25

TITLE: Naming of 510 E Spring Street Facility (Board of Public Works)

AGENDA SECTION: RECOMMENDATION FROM
BOARDS, COMMITTEES,
COMMISSIONS

PRESENTER: Jeff Daane, Public Works Director

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Public Infrastructure	Signage Updates TBD	

ISSUE SUMMARY:

At January 14, 2025 Board of Public Works, the committee heard from staff about a recommendation made in conjunction with the Hockey Association to rename the building at 510 E Spring St from Waupun Community Center to Waupun Recreational Arena.

STAFF RECOMMENDATION:

The Board of Public Works unanimously supported the recommendation and is recommending the renaming of the building to the Common Council for final approval.

ATTACHMENTS:

RECOMMENDED MOTION:

Motion to approve naming the public building located at 510 Spring Street the Waupun Recreational Arena based on direction received from Staff and the Waupun Hockey Association Board of Directors.

Document Number

RELEASE OF RECORDED EASEMENT

That the undersigned, **City of Waupun**, has an interest in the easements recorded with the Dodge County Register of Deeds in certain real property described as follows:

Lot 4 inclusive within Heritage Ridge as recorded in Cabinet C of Plats on page 23 as Document No. 1111599 and being located in the NW ¼ of the SW ¼ of Section 9, T.13N., R15E, in the City of Waupun, Dodge County, WI.

The undersigned hereby releases all of its right, title, and interest in the areas within the easements described as follows:

1. The north 50 feet of Lot 4 of Heritage Ridge. Recorded as a drainage easement.
2. The west 25 feet of Lot 4 of Heritage Ridge. Recorded as a drainage easement.
3. The west 30 feet of Lot 4 of Heritage Ridge. Recorded as a planting easement.
4. That portion that lies 25 feet west of the easterly line of Lot 4 of Heritage Ridge. Recorded as an access easement for the benefit of Lot 1, CSM #547 and storm sewer easement.
5. That portion that lies 25 feet west of the easterly 25 feet of Lot 4 of Heritage Ridge. Recorded as a drainage easement.

All other existing easements recorded as for Heritage Ridge shall remain in effect and standing.

Attached hereto as Exhibit A is a map showing the portion of the easements to which the undersigned is relinquishing its rights.

Return to:

Timothy Davis
MSA Professional Services, Inc.
201 Corporate Drive.
Beaver Dam, WI 53916

**Parcel Identification Number/Tax
Key Number**

292-1315-0932-030

IN WITNESS WHEREOF, the authorized representative of the **City of Waupun**, has agreed to and executed this Release of Easement this _____ day of _____, 20____. By:

PRINT

SIGNATURE

STATE OF WISCONSIN)

)ss.
DODGE COUNTY)

Personally came before me this _____ day of _____, 20____, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledge the same.

Signature of Notary Public

Typed or Printed Name of Notary Public
Notary Public, State of _____
My Commission (expires) (is) _____



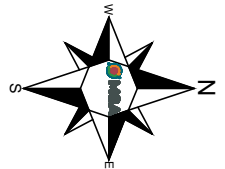
ENGINEERING | ARCHITECTURE | SURVEYING
 FUNDING | PLANNING | ENVIRONMENTAL
 201 Corporate Drive, Beaver Dam WI 53916
 (920) 887-4242 www.msa-ps.com
 © MSA Professional Services, Inc.

PROJECT NO. 00212158
 DRAWN BY: T. DAVIS
 SURVEYOR: TIMOTHY B. DAVIS
 FILE NO.
 SHEET NO. 3 of 3

OWNER:
 CITY OF WAUPUN
 201 E. MAIN ST.
 WAUPUN, WI 53963

EXHIBIT A

LOT 4 OF THE HERITAGE RIDGE AS RECORDED IN CABINET C, PAGE 23 OF THE DODGE COUNTY REGISTER OF DEEDS AND BEING LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 9, T.13N., R.15E., IN CITY OF WAUPUN, DODGE COUNTY, WISCONSIN.



S. WATERTOWN ST (STH 26)

50' WIDE DRAINAGE EASEMENT TO BE RELEASED

25' DRAINAGE EASEMENT (REMAINS ON LOT 3)

25'

30'

25' DRAINAGE EASEMENT TO BE RELEASED

30' PLANTING EASEMENT TO BE RELEASED

30' PLANTING EASEMENT (REMAINS ON LOT 3)

LOT 4

ALL EASEMENTS TO BE RELEASED WERE ORIGINALLY RECORDED IN THE HERITAGE RIDGE CABINET C OF PLATS, PAGE 23 OF THE DODGE COUNTY REGISTER OF DEEDS DOCUMENT #111159

LEGEND



= EASEMENT TO BE RELEASED

ALL OTHER EXISTING EASEMENTS RECORDED AS FOR HERITAGE RIDGE SHALL REMAIN IN EFFECT AND STANDING

LOT 3 BY OWNER

30' WATERMAIN EASEMENT

RIDGE

HERITAGE

LOT 1 CSM #547 DESCRIBED IN DOC. NO. 609273 BY OWNER

15' DRAINAGE EASEMENT

15'

15'

BAYBERRY LANE

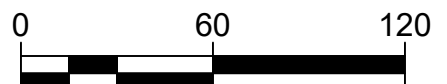
25' ACCESS EASEMENT FOR THE BENEFIT OF LOT 1, CSM #547 AND THE STORM SEWER EASEMENT TO BE RELEASED

25' DRAINAGE EASEMENT TO BE RELEASED

OUTLOT 1 BY OWNER

25'

25'





AGENDA SUMMARY SHEET

MEETING DATE: 1/28/25
AGENDA SECTION: CONSIDERATION-ACTION
PRESENTER: Kathy Schlieve, Administrator

TITLE: Release of Recorded Easements on Lot 4 Inclusive within Heritage Ridge Located in the NW 1/4 of Section 9, T.13N. R15E, in City of Waupun, Dodge County, WI

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT
Economic Vitality	Needed to Support Carver Flats Development

ISSUE SUMMARY:

Plan Commission approved is recommending Release of Easements for Lot 4 of the Heritage Ridge Plat on Bayberry Lane. City engineers recommended releasing all the easements within Lot 4 with the exception of the watermain easement to prepare site for Carver Flats development.

The 25' drainage easement on the west side of Lot 4 will be replaced with a new 20' drainage easement. The new easement will be more clear as to the City being the Grantee (unlike the current plat). This new drainage easement will have legal language that we typically use unlike the existing drainage easement. Such as, not building structures and the right to ingress/egress for maintenance etc.

The 50' drainage easement that runs on the north side of Lot 4 (which is really in the middle of the proposed newly created Lot) needs to be eliminated as it runs through a future building.

The 25' access easement was put into place to allow access to the lands north of Lot 4 and will not be needed as these lands are being combined.

The 25' drainage easement near the east line of Lot 4 should be eliminated as it conflicts with the new proposed site design. The new drainage easement will be 25' further to the east and take care of the drainage in this area.

The 30' planting strip easement within Lot 4 (which is hand drawn on the plat) can be eliminated as it states no structures can be built.

A new drainage/ storm water easement will be created along the entire west side of Lot 4 and the lands to the north (along hwy 26), along the north line of the northern lands and the east line of the northern lands to reroute drainage to the pond on Outlot 1 Heritage Ridge. A copy of the current Heritage Ridge Plat is included for reference.

STAFF RECOMMENDATION:

Approve the easement release as presented

ATTACHMENTS:

Release Documents and Reference of Original Heritage Ridge CSM

RECOMMENDED MOTION:

Motion to approve release of recorded easements on Lot 4 inclusive within Heritage Ridge located in the NW 1/4 of Section 9, T.13N. R15E, in City of Waupun, Dodge County, WI

Document Number
**SPECIAL EXCEPTION PERMIT FOR HIGHWAY SETBACK
AREA AND WAIVER OF DAMAGES**

Wisconsin Department of Transportation
DT1989 ___/2024

The undersigned is the owner of the lands described as:

Lot 1 of Certified Survey Map No.547, being part of the Northwest 1/4 of the Southwest 1/4 of Section 9, Township 13 North, Range 15 East, City of Waupun, Dodge County, Wisconsin as recorded in Volume 6 of Surveys at page 376 as Document No. 609273. Except premises conveyed for highway purposes recorded in Volume 602 of Records at page 748.

The State of Wisconsin, Department of Transportation (WisDOT) hereby agrees to and grants a special exception to allow in the highway setback area as set forth in s. 86.074, Wisconsin State Statutes, of the above-described lands the following structure(s) or improvement(s):

- As listed in Attachment A:
- utilities including underground electric, gas main, water main, water hydrant, storm sewer, sanitary sewer
 - driveway and parking areas including asphalt and curb and gutter
 - drainage swale

The location(s) of the requested structure(s) or improvement(s) are depicted in Attachments B, C, and D.

In the event that WisDOT requires the acquisition of any property interest within the highway setback area within twenty years of the department's signing of this document, or within the period set forth in a recorded renewal of this agreement, the State will pay just compensation for the land as if the above-described structure(s) or improvement(s) did not exist.

The undersigned hereby agree(s) to waive any claim or right to compensation, relocation assistance, or damages associated with the department's acquisition of the structure(s) or improvement(s) for highway purposes or a transportation improvement, including any damage to property outside the setback caused by removal of the structure or improvement in the setback that was allowed by special exception. The department may not pay damages for any structure or improvement that is subject to a valid special exception and waiver under s. 86.074(2)(e)(2).

The undersigned further agree(s) that the above conditions shall apply to and bind their heirs, executors, administrators, successors, and assigns. This waiver is binding upon future owners of the property and runs with the land.

This Special Exception is ONLY for the WisDOT setback area under s. 86.074 and Trans 233.08. This does not supersede any county and municipal restrictions, and the property owner is still responsible for ensuring that these improvements conform to any county and municipal requirements.

IN WITNESS WHEREOF the undersigned owner(s) of the above-described premises have caused these covenants to be reduced to writing and signed by them.

Rita Murphy Lybek
(WisDOT Representative Signature)

Rita Murphy Lybek
(Print Name, Title)

01/15/2025
(Date)

Dane
State of Wisconsin)
County)

ss.
)
)

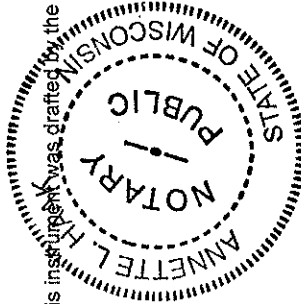
On the above date, this instrument was acknowledged before me by the named person(s).

Annette L. Hawk
(Signature, Notary Public)

Annette L. Hawk
(Print or Type Name, Notary Public)

4/5/2028
(Date Commission Expires)

This instrument was drafted by the Wisconsin Department of Transportation



This space is reserved for recording data

Return to

Rita Murphy Lybek
Wisconsin Department of Transportation
2101 Wright Street
Madison, WI 53704-2583

Parcel Identification Number/Tax Key Number

292-1315-0932-035

(Property Owner Signature) (Property Owner Signature)

(Print Name, Title)

(Date)

State of _____)
County _____) ss.

County _____)

On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

DOT File No. 100340130

Subdivision	
Subdivision Name	Lot(s)
Heritage Ridge	4 & Lot 1 of C&G
County	Highway(s)
Dodge	STH 26
Section/Town/Range	
Section 9 / Town 13 / Range 15 E	
Municipality (City, Village, or Township)	
City of Waupun	

Submitter (Property Owner)	
Submitter Name	
Katharine Schlieve	
Company Name (if applicable)	
City of Waupun	
Address	
201 E Main St, Waupun, WI 53963	
Email	
Kathy@cityofwaupunwi.gov	

s. 86.074(1): "The construction or placement of structures and improvements is prohibited without a special exception permit issued by the department [WisDOT] ... 'improvement' means any permanent addition to or betterment of real property that involves the expenditure of labor or money to make the property more useful or valuable. 'improvement' includes parking lots, parallel driveways, surface or sub-surface utility structures, storm water facilities, loading docks, in-ground swimming pools, wells, septic systems, retaining walls, signs, buildings, building appendages such as porches, and drainage facilities. 'improvement' does not include terraces, patios, landscaping, or open fences."

Under s. 86.074(2)(e)(2), a property owner must sign a Waiver of Damages to be granted a special exception. This document is drafted by WisDOT, and states that the owner waive any claim or right to compensation related to any structure or improvement constructed or placed in the highway setback area if any portion of the highway setback area is used for highway purposes within 20 years of the date of issuance of the special exception.

List Requested Improvement(s) Below

Also attach a sketch showing the improvement(s) location(s) relative to the subdivision and state trunk highway

The requested improvements are associated with the multi-family development in the City of Waupun.

The requested improvements are as follows:

- utilities including: underground electric, gas main, water main, water hydrant, storm sewer, sanitary sewer
- driveway and parking areas including, asphalt and curb and gutter
- drainage swale

Submit this completed form to the Subdivision Reviewer at the WisDOT regional office for the region in which the subdivision is located. For a list of contacts, see <https://wisconsin.dot.gov/Documents/doing-bus/real-estate/access-mgmt/trans233-reviewers.pdf>.

WisDOT INTERNAL USE ONLY

Submittal Complete <input type="checkbox"/> Yes <input type="checkbox"/> No	Date Received	Date Time Limit Expires	Time Extension Granted
Special Exception(s) for the above improvement(s) approved by		Date	
Comments			
Waiver of Damages Drafted by	Date		DOT File Number

01/20/2024 10:00 AM

10 Dec 2024 17:20:59 R:\P\2024\240674-Waupun Multi-Family-CADD\Waupun Multi-Family-Site Plan.dwg by:R/K

PER CITY OF WAUPUN CHAPTER 16.14 2 STALLS PER UNIT ARE REQUIRED
 112 STALLS ARE REQUIRED.
 48 GARAGES ARE PROVIDED AND 68 STALLS ARE PROVIDED.
 112 TOTAL STALLS ARE PROVIDED.

5 ACCESSIBLE PARKING STALLS REQUIRED PER ADA TABLE 208.2
 5 ACCESSIBLE PARKING STALLS PROVIDED

SITE TOTAL NUMBER OF STALLS = 121 STALLS

ALL SETBACKS ARE IN ACCORDANCE WITH THE CITY OF WAUPUN ORDINANCE CHAPTER 16.10 FOR MULTIPLE FAMILY RESIDENTIAL (R-3)



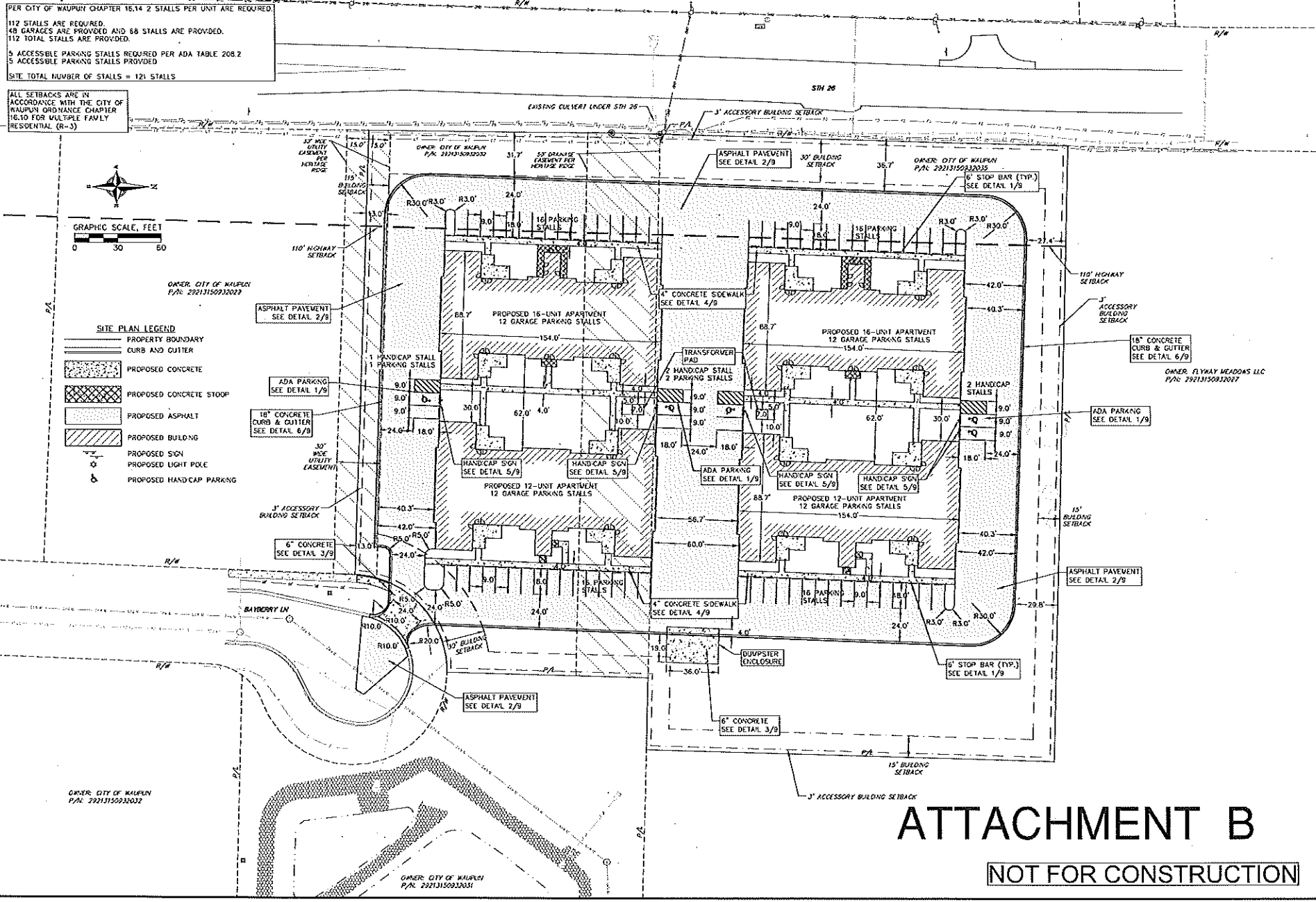
GRAPHIC SCALE, FEET
 0 30 60

- SITE PLAN LEGEND**
- PROPERTY BOUNDARY
 - CURB AND GUTTER
 - ▨ PROPOSED CONCRETE
 - ▩ PROPOSED CONCRETE STOOP
 - ▧ PROPOSED ASPHALT
 - ▨ PROPOSED BUILDING
 - PROPOSED SIGN
 - PROPOSED LIGHT POLE
 - ♿ PROPOSED HAND CAP PARKING

OWNER: CITY OF WAUPUN
 P/N: 20213150933023

OWNER: FLYNN MEADOWS LLC
 P/N: 20213150933027

OWNER: CITY OF WAUPUN
 P/N: 20213150933031



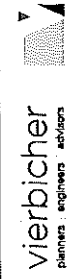
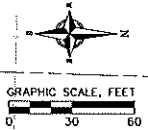
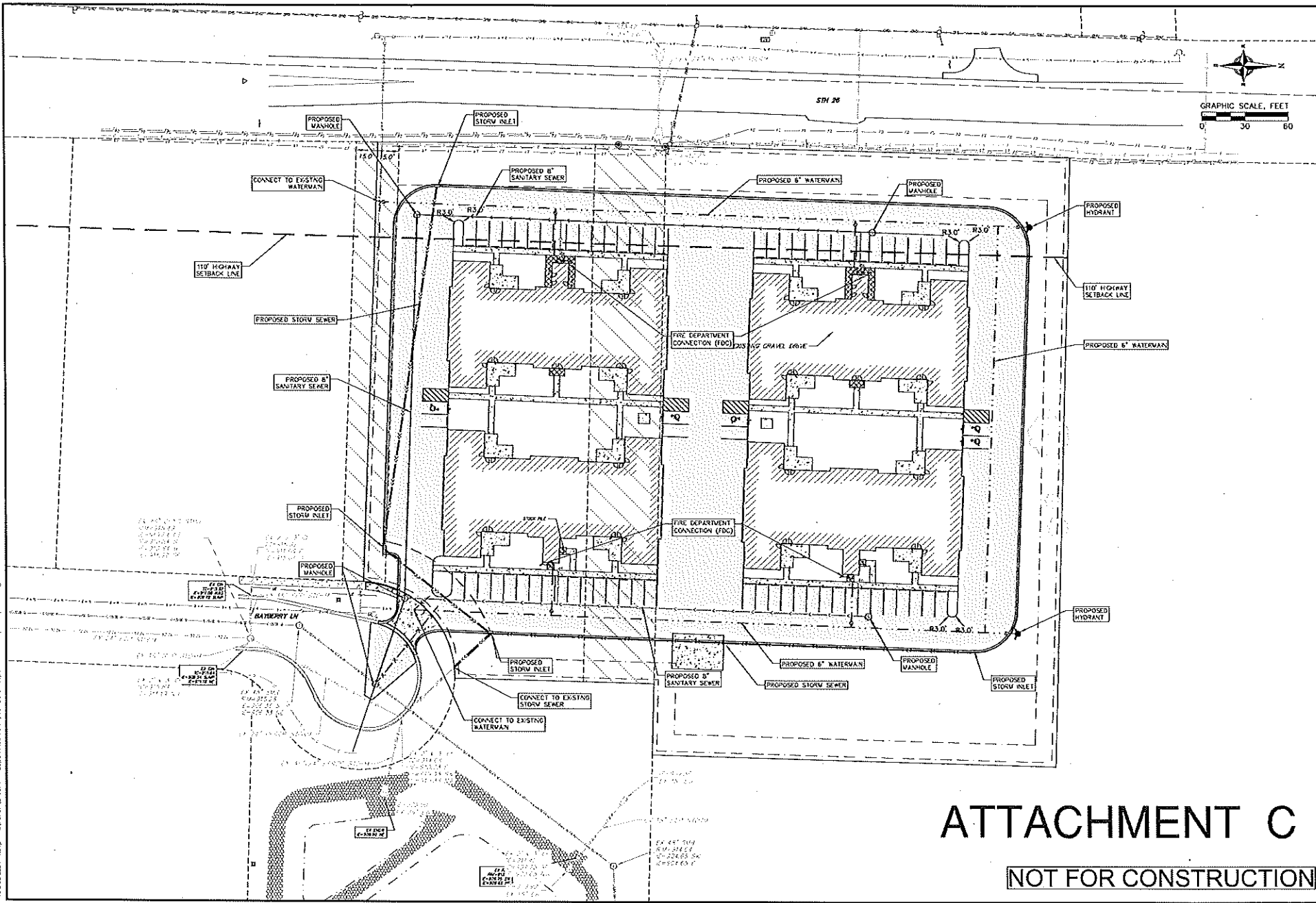
SITE PLAN
 WAUPUN MULTIFAMILY
 CITY OF WAUPUN
 DODGE COUNTY, WISCONSIN

NO.	DATE	REVISIONS	BY	DATE	REVISIONS

DATE: 2024-12-10
 CHECKED: NTH
 APPROVED: MPA
 PROJECT NO: 240674
 SHEET: 5 OF 15

ATTACHMENT B

NOT FOR CONSTRUCTION



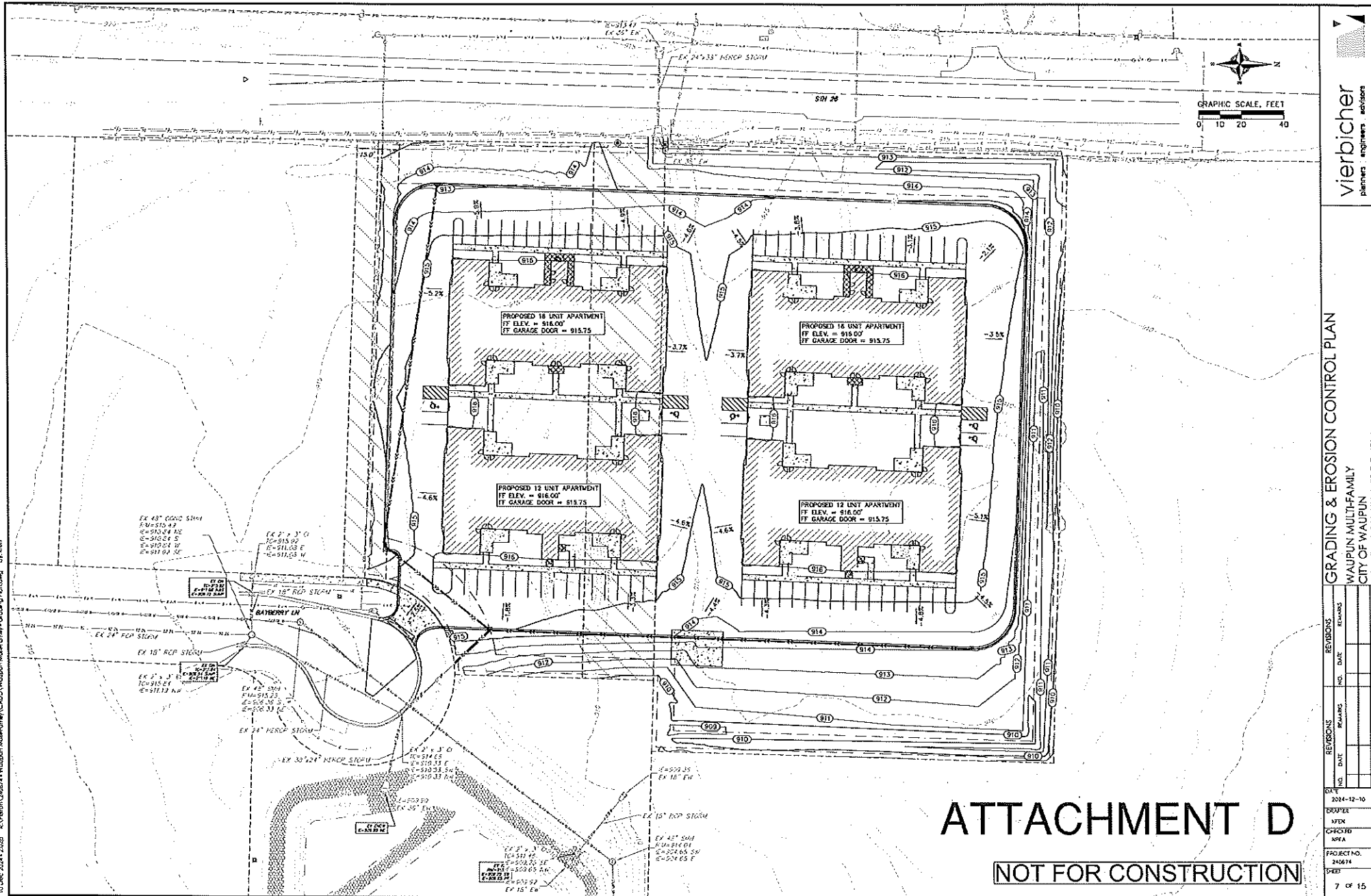
UTILITY PLAN
 WAUPUN MULTI-FAMILY
 CITY OF WAUPUN
 LODGE COUNTY, WISCONSIN

REVISIONS		REVISIONS	
NO.	DATE	NO.	DATE

DATE: 2024-12-10
 DESIGNED BY: [blank]
 CHECKED BY: [blank]
 PROJECT NO.: 242674
 SHEET: 1 OF 1

ATTACHMENT C

NOT FOR CONSTRUCTION



GRADING & EROSION CONTROL PLAN
 WAUPUN MULTI-FAMILY
 CITY OF WAUPUN
 DODGE COUNTY, WISCONSIN

NO.	DATE	REVISIONS	NO.	DATE	REVISIONS

DATE: 12/10/24
 PROJECT: WAUPUN MULTI-FAMILY
 CHECKED: [blank]
 AREA: [blank]
 PROJECT NO.: 240614
 SHEET: 7 OF 15

ATTACHMENT D
NOT FOR CONSTRUCTION



AGENDA SUMMARY SHEET

MEETING DATE: 1/28/25
AGENDA SECTION: CONSIDERATION-ACTION
PRESENTER: Kathy Schlieve, Administrator

TITLE: Special Exception Permit for Highway Setback Area and Waiver of Damages Lot 1 of Certified Survey Map 547

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Economic Vitality	Needed to Support Carver Flats Development	

ISSUE SUMMARY:

The Plan Commission will consider this for recommendation to the Council at their Special Meeting on January 27, 2025. The Carver Flat's development planned in Heritage Ridge Business Park requires WI-DOT approval that allows paving within the WI-DOT setback along STH 26. This special exception permit must be approved by the Council and filed with the WI-DOT for the development to proceed. The City is required to approve this as we are currently the property owner. This meets one of the final contingencies needing to be met to prepare the land for sale and advance development of the proposed project.

STAFF RECOMMENDATION:

Approve the Special Exception Permit as recommended by Plan Commission

ATTACHMENTS:

Special Exception Permit

RECOMMENDED MOTION:

Motion to approve special exception permit for highway setback area and waiver of Damages Lot 1 of Certified Survey Map 547 as presented and as authorized by WI-DOT.

RESOLUTION NO. 04-09-24-01

TO REMOVE PROHIBITION OF DIRECT INGRESS AND EGRESS BETWEEN LOTS 1 AND 5 (INCLUSIVE) BLOCK 2, AND LOTS 1 AND 3 OF BLOCK 3, AND STH 49 HARRIS PARK SUBDIVISION

WHEREAS, the Harris Park Subdivision plat was adopted by the Waupun Common Council on September 23, 1952; and

WHEREAS, the plat as adopted includes a prohibition of direct ingress and egress between lots 1 and 5 (inclusive) block 2, and lots 1 and 3 of block 3 to STH 49; and,

WHEREAS, the State of Wisconsin Highway Commission modified the access restriction on May 22, 1961 out of necessity to support commercial development in the area; and

WHEREAS, parcel WPN-14-15-HB-055-00 described as S31 T14N R15E Lot 1, CSM 8609 Rec as Doc 1143621 Loc in Harris Park Subdivision Blk 2 remains to this date the only vacant lot since creation of the plat; and,

WHEREAS, development patterns for the City of Waupun have changed dramatically since the plat was adopted in 1952, with commercial development shifting to the east side of Waupun along the US151 corridor, creating blight in commercial areas of Harris Park Subdivision as business moved to newly developing areas of the City; and,

WHEREAS, the aforementioned parcel is included in Tax Increment District 6 within the City of Waupun, which was created in 2012 to eliminate blight; and,

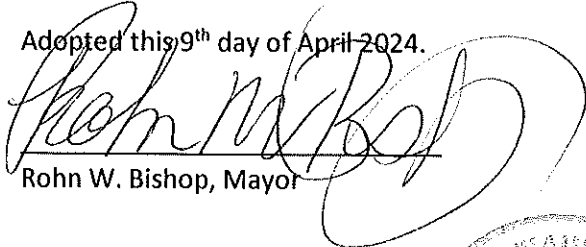
WHEREAS, Tax Increment District 6 has only two vacant parcels remaining for development, and is currently operating with a deficit value of \$1 million in Fond du Lac County, demanding that issues that prevent development be mitigated to resolve this deficit; and,

WHEREAS, City of Waupun officials have evidence of development of the aforementioned parcel being halted after developers learn of the ingress and egress restriction, and furthermore that a current development project is seeking removal of the restriction to support construction of a veterinary hospital;

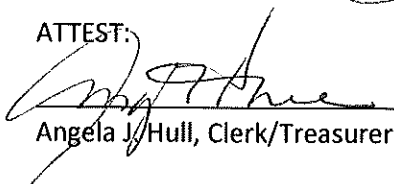
NOW, THEREFORE BE IT RESOLVED that the Common Council of the City of Waupun requests modification of the prohibition of ingress and egress between the aforementioned parcel and STH 49 to facilitate needed development of the parcel.

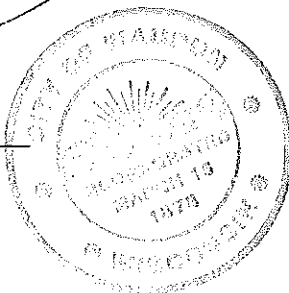
BE IF FURTHER RESOLVED that the Common Council of the City of Waupun hereby directs the City Clerk to forward a copy of the approved resolution to the Wisconsin Department of Transportation Access Office along with a letter of explanation provided by the City Administrator as evidence of need to grant ingress and egress from aforementioned parcel to STH 49.

Adopted this 9th day of April 2024.


Rohn W. Bishop, Mayor

ATTEST:


Angela J. Hull, Clerk/Treasurer



RESTRICTION RELEASE

Regarding the plat of:

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, Township 14 North, Range 15 East, City of Waupun, County of Fond du Lac, State of Wisconsin. Recorded as Document Number 113742A at the Fond du lac County Register of Deeds on October 29, 1952.

This correction instrument is for the purpose of modifying the above document as follows:

To modify access restrictions, allowing the change from no access point to Lot 4 of Block 2 to one access point to Lot 4 of Block 2.

Attached as Exhibit A is the letter from the Wisconsin Department of Transportation which, pursuant to s.236.295(1)(a), Wis. Stats, modifies the access of Lot 4 of Block 2 of Harris Park Subdivision from no access to one access to STH 49.

The modification of one access point to STH 49 for Lot 4 of Block 2 of Harris Park Subdivision is hereby transferred to Lot 1 of Certified Survey Map 8609, a redivision of Block 2 of Harris Park Subdivision.

This space is reserved for recording data

Return to

City of Waupun
Angela Hull, City Clerk
201 E. Main Street
Waupun, WI 53963

Parcel Identification Number/Tax Key Number

WPN-14-15-99-HB-055-00

City Approval Notary Certificate

(Date)

State of Wisconsin)
_____) County) ss.

Name of Local Government)
Approved for recording by the government identified above

Subscribed and sworn to before me this date: _____

(Clerk Signature)

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name of Clerk)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)



Wisconsin Department of Transportation
Office of the Secretary
4822 Madison Yards Way, S903
Madison, WI 53705

Governor Tony Evers
Secretary Kristina Boardman
wisconsin.gov
Telephone: (608) 266-1114
FAX: (608) 266-9912
Email: sec.exec@dot.wi.gov

Harris Park Subdivision, located in the SE ¼, of the SW 1/4, and the SW ¼ of the SE ¼ of Section 31, Town 14 North, Range 15 East, City of Waupun, County of Fond du Lac, State of Wisconsin, and recorded as Document Number 113742A at the Fond du lac County Register of Deeds on October 29, 1952.

The Department of Transportation has reviewed your request to modify the Access Restriction on Lot 4 of Block 2 of Harris Park Subdivision,

Restriction currently reads as follows "Direct Ingress and Egress between Lot1 to 5 (inclusive) Block 2 and Lots 1 and 3 of Block 2, and STH 49 is prohibited".

1. The Department hereby modifies the above-mentioned restrictions.

Direct Ingress and Egress between Lot1 to 5 (inclusive) Block 2 and Lots 1 and 3 of Block 2, and STH 49 is prohibited except 1 Private Driveway (maximum of 35' wide) on Lot 4 to be centered 335' east of the west line of Lot 5

It is required that this release be incorporated into a correction document under ss. 36.295 wis.stats.,

David B Nielsen, P.E., WisDOT Northeast Region Access Management Engineer



AGENDA SUMMARY SHEET

MEETING DATE: 1/28/25

TITLE: Restriction Release Regarding the Plat of Harris Park Subdivision Document Number 113742A

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Kathy Schlieve, Administrator

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Economic Vitality	Improve TID 6 Development Opportunity	

ISSUE SUMMARY:

Last April you approved Resolution 04-09-24-01, petitioning the WI-DOT to remove an access restriction to Harris Park Subdivision. The plat was created in 1952 and any new access to Main Street was restricted in the deed. Staff have since been working with the property owner and WI-DOT, as well as with Representative Born's office to get this restriction removed. This is required to support future development of available land in the subdivision and have been successful in getting approval of the request. The attached documents will be considered by the Plan Commission for recommendation to you for approval at their January 27, 2025 special meeting.

STAFF RECOMMENDATION:

Approve the Restriction Release as recommended by Plan Commission

ATTACHMENTS:

Restriction Release Documents
Resolution 04-09-24-01

RECOMMENDED MOTION:

Motion to approve restriction release documents as presented, authorizing release of deed restriction prohibiting Main Street access from the Plat of Harris Park Subdivision in accordance with Resolution 04-09-24-01 petition and as authorized by WI-DOT.

DOCUMENT NO.

PARTIAL RELEASE
OF
EASEMENT

THIS PARTIAL RELEASE OF EASEMENT (the “Release”) is made effective as of _____, 2025 (the “Effective Date”), by and between: DGI – WAUPUN, LLC, a Wisconsin limited liability company (“DGI”); and CITY OF WAUPUN, a Wisconsin municipal corporation (the “City”).

WITNESSETH:

WHEREAS, DGI is the owner of that certain tract or parcel of land lying and being in Fond du Lac County, Wisconsin, being more particularly described on Exhibit A attached hereto and made a part hereof by this reference (the “DGI Lot”);

WHEREAS, that certain Easement recorded in the Office of the Register of Deeds for Fond du Lac County on January 9, 1975 as Document No. 295118 and that certain Agreement recorded in the Office of the Register of Deeds for Fond du Lac County on September 8, 1978 as Document No. 340507 (collectively, the “Easement”) burden a portion of the DGI Lot; and

WHEREAS, the parties desire to release from the lien of the Easement the DGI Lot, as set forth herein.

NOW, THEREFORE, for valuable consideration, the parties hereby agree as follows:

1. Release. DGI and the City hereby release from the lien of the Easement the DGI Lot. For the avoidance of doubt, the Easement and all of the terms, conditions and provisions thereof (as they relate to the DGI Lot) shall fully and forever terminate and expire effective as of the Effective Date. The City shall have no authority to exercise any rights set forth in or arising out of the Easement with respect to the DGI Lot. The DGI Lot shall have no obligations or liabilities under the Easement. The Easement remains a lien on the balance of the real estate (not heretofore released), specifically excluding the DGI Lot.

2. Covenants Run with Land. All of the terms in this Release shall run with the land and be binding upon the DGI Lot.

[Signature pages follow.]

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

David W. Platt
Godfrey & Kahn, S.C.
200 S. Washington St., Ste. 100
Green Bay, Wisconsin 54301

WPN-14-15-99-HB-055-00

Parcel Identification Number

[Signature Page to Partial Release of Easement]

IN WITNESS WHEREOF, DGI and the City have set their hands and seals as of the day, month and year first above written.

“DGI”:

DGI – WAUPUN, LLC

By: _____
Name Printed: Bradley D. Schwebs
Title: Manager

STATE OF WISCONSIN)
)SS
OUTAGAMIE COUNTY)

Personally came before me on _____, 2025, the above-named Bradley D. Schwebs, to me known to be the person who executed the foregoing instrument and acknowledged the same.

By: _____
Name: _____
Notary Public, State of _____
My Commission Expires: _____

[Signature Page to Partial Release of Easement]

“CITY”:

CITY OF WAUPUN

By: _____

Name Printed: _____

Title: _____

STATE OF WISCONSIN)
)SS
_____ COUNTY)

Personally came before me on _____, 2025, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

By: _____

Name: _____

Notary Public, State of _____

My Commission Expires: _____

This document was drafted by:
Attorney David W. Platt
Godfrey & Kahn, S.C.
200 S. Washington Street, Ste. 100
Green Bay, WI 54301-4298

EXHIBITS:

Exhibit A: DGI Lot

EXHIBIT A

DGI LOT

LOT 1 OF CERTIFIED SURVEY MAP NO. 8609 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR FOND DU LAC COUNTY, WISCONSIN ON JANUARY 08, 2021, AS DOCUMENT NO. 1143621, SAID CERTIFIED SURVEY MAP BEING PART OF LOTS 1, 2, 3, 4, 5, 7, 8, 9, 10 & ALL OF LOTS 12 & 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, TOWNSHIP 14 NORTH, RANGE 15 EAST, IN THE CITY OF WAUPUN, FOND DU LAC COUNTY, WISCONSIN.



AGENDA SUMMARY SHEET

MEETING DATE: 1/28/25 **TITLE:** Partial Easement Release Agreement Between City of Waupun and DGI, Inc.

AGENDA SECTION: RECOMMENDATION FROM BOARDS, COMMITTEES, COMMISSIONS

PRESENTER: Kathy Schlieve, Administrator

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Economic Vitality	--	

ISSUE SUMMARY:

To redevelop parcel Lot 1 CSM 8609 Parcel WPN-14-15-99-HB-055-00 we need to release easements that were previously established but no longer required to serve the proposed site plan. The proposed agreement is between the City and DGI Waupun, LLC and drafted in accordance with an approved Site Plan for a new Dollar General Location (considered by Plan Commission on 1/27/25). The Plan Commission will recommend this for your consideration. The council can approve this on behalf of Waupun Utilities, which is a wholly owned subsidiary of the City of Waupun.

STAFF RECOMMENDATION:

Support recommendation of Plan Commission

ATTACHMENTS:

Partial Easement Release Agreement

RECOMMENDED MOTION:

Motion to approve the partial easement release agreement between DGI Waupun, LLC and the City of Waupun, contingent on transfer of Lot 1 CSM 8609 Parcel WPN-14-15-99-HB-055-00 to DGI Waupun, LLC.

DOCUMENT NO.

**DRAINAGE EASEMENT
AGREEMENT**

THIS DRAINAGE EASEMENT AGREEMENT (the “Agreement”) is made effective as of the ____ day of _____, 2025 (the “Effective Date”), by and between DGI – Waupun, LLC, a Wisconsin limited liability company (“Grantor”), and the City of Waupun, a Wisconsin municipal corporation (“Grantee”).

WITNESSETH:

WHEREAS, Grantor is the owner of that certain tract or parcel of land lying and being in Fond du Lac County, Wisconsin, being more particularly described on **Exhibit A** attached hereto (herein the “Grantor Property”); and

WHEREAS, Grantor desires to grant a drainage easement over, upon, across and through a portion of the Grantor Property, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. **Covenants Run With Land.** The rights, easement and obligations established in this Agreement shall run with the land and be binding upon the Grantor Property.

2. **Grant of Easement.** Grantor hereby grants and conveys for the benefit of Grantee a non-exclusive, perpetual easement across and along that portion of the Grantor Property labeled **["Easement Area"]** on **Exhibit B** attached hereto (herein the “Easement Area”) for the purpose of: (i) installing, excavating, maintaining, repairing and replacing drainage ways located on the Grantor Property within the Easement Area; and (ii) discharging water drainage across the Easement Area from other properties. This easement does not grant to the Grantee or any third party the right to install, construct or operate culverts, pipes or other improvements on the Grantor Property (and the Grantor Property shall not have any obligation to install, construct or operate any such culverts, pipes or improvements). Grantee shall conduct its operations and permit the discharge of water across the Easement Area in such a manner so as not to flood or create wetlands on the Grantor Property. Grantee shall not alter the grade on the Easement Area following its installation of the drainage ways without Grantor’s prior written consent, and shall not interfere with or disrupt the operation by Grantor or its tenants, or by Grantor’s successors or successor tenants, of their respective business operations on the Grantor Property. Grantee shall be solely responsible for all costs related to installation, excavation, maintenance, repair and replacement hereunder. Grantee shall construct or create the Easement Area in accordance with Grantor’s plans and specifications and project schedule, at Grantee’s sole cost. Grantee shall be solely responsible

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
Godfrey & Kahn, S.C.
David W. Platt
200 S. Washington St, Ste. 100
Green Bay, WI 54301

WPN-14-15-99-HB-055-00
Parcel Identification Number

for excavating soil from the Easement Area, and transporting and disposing of such soil off the Grantor Property, at Grantee's sole cost.

3. Restoration. After the exercise of any of its rights hereunder, Grantee will, at its sole cost and expense, immediately restore the Easement Area, and any impacted portions of the Grantor Property, to substantially the same condition it was in before Grantee's entry onto the Grantor Property (except Grantee shall construct or create the Easement Area as set forth in Section 2, above).

4. Work. Grantor shall not be responsible for any injury to persons or property by Grantee's exercise of its rights or obligations hereunder, and Grantor shall have no responsibility for installation, excavation, maintenance, repair or replacement hereunder (or for any permits or licenses related thereto). All installation, excavation, maintenance, repair and replacement performed hereunder shall be in a good, workmanlike and expeditious manner and in compliance with all applicable laws.

5. No Parking. Grantee shall not have the right to park on the Easement Area.

6. Use of the Easement Area. Grantor reserves for itself and its successors and assigns the right to make use of the Easement Area. Without limiting the generality of the foregoing, and for the avoidance of doubt, Grantor shall be permitted to construct a Dollar General retail store on the Grantor Property, together with all buildings, structures, improvements, parking lots, driveways, landscaping, and appurtenances thereto.

7. Permits and Licenses. Grantee shall obtain and maintain, at its cost, all permits and licenses required by applicable law, statute, ordinance or regulation for the exercise of its rights hereunder.

8. Insurance and Indemnification. Grantee shall provide Grantor, upon request, proof of liability insurance in single limits of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury or property damage, which liability insurance shall name Grantor as an additional insured. Grantee shall indemnify and hold Grantor and its successors and their respective employees, tenants, contractors, agents, licensees, successors and assigns (herein collectively, the "Indemnified Parties") harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) ever incurred by any of the Indemnified Parties in connection with Grantee's activities conducted on the Grantor Property, except to the extent caused by the negligence or willful misconduct of any of the Indemnified Parties.

9. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of Wisconsin. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns, and only with the prior written consent of Dollar General Corporation, so long as it, its successors, assigns or assignees is leasing the Grantor Property.

[Signature page(s) follows.]

[Signature page to Drainage Easement Agreement]

IN WITNESS WHEREOF, Grantor and Grantee have set their hands and seals as of the day, month and year first above written.

“GRANTOR”:

DGI – WAUPUN, LLC

By: _____

Name Printed: Bradley D. Schwebs

Title: Manager

STATE OF WISCONSIN)

)SS

OUTAGAMIE COUNTY)

Personally came before me on _____, 2025, the above-named Bradley D. Schwebs, to me known to be the person who executed the foregoing instrument and acknowledged the same as the Manager of DGI – Waupun, LLC.

By: _____

Name Printed: _____

Notary Public, State of: _____

My Commission Expires: _____

[Signature page to Drainage Easement Agreement]

“GRANTEE”:

CITY OF WAUPUN

By: _____

Name Printed: _____

Title: _____

STATE OF WISCONSIN)

)SS

_____ COUNTY)

Personally came before me on _____, 2025, the above-named _____,
to me known to be the person who executed the foregoing instrument and acknowledged the same as the
_____ of the City of Waupun.

By: _____

Name Printed: _____

Notary Public, State of: _____

My Commission Expires: _____

This document was drafted by:

Godfrey & Kahn, S.C.
David W. Platt
200 S. Washington St, Ste. 100
Green Bay, WI 54301

EXHIBITS:

- Exhibit A: Grantor Property
- Exhibit B: Easement Area

EXHIBIT A

GRANTOR PROPERTY

LOT 1 OF CERTIFIED SURVEY MAP NO. 8609 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR FOND DU LAC COUNTY, WISCONSIN ON JANUARY 08, 2021, AS DOCUMENT NO. 1143621, SAID CERTIFIED SURVEY MAP BEING PART OF LOTS 1, 2, 3, 4, 5, 7, 8, 9, 10 & ALL OF LOTS 12 & 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, TOWNSHIP 14 NORTH, RANGE 15 EAST, IN THE CITY OF WAUPUN, FOND DU LAC COUNTY, WISCONSIN.

EXHIBIT B
EASEMENT AREA

[See attached document.]

32422492.2

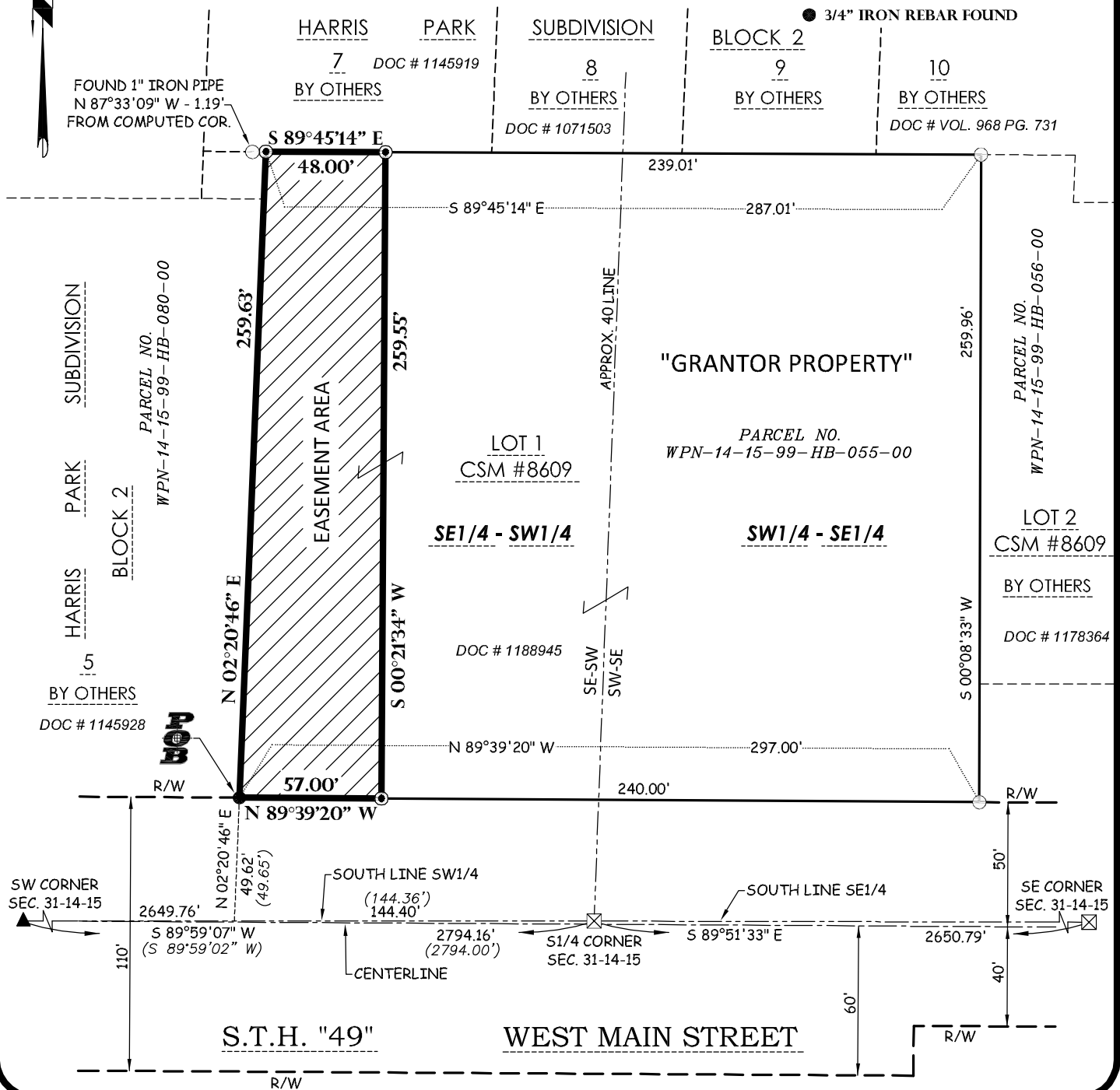
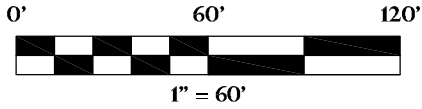
STORMWATER DRAINAGE EASEMENT EXHIBIT

BASIS OF BEARINGS

THE SOUTH LINE OF THE SW1/4 OF SEC. 31, T.14N, R.15E, BEARS S 89°59'07" W AS REFERENCED TO THE FOND DU LAC CO. CRD. SYSTEM, NAD83 (2011).

LEGEND

- EASEMENT CORNER (NOT MONUMENTED)
- 1-1/4" O.D. IRON PIPE FOUND
- ▲ MAG NAIL FOUND
- ⊠ CUT CROSS FOUND
- () RECORDED AS
- 3/4" IRON REBAR FOUND



Point of Beginning

Land Surveying
Civil Engineering
Landscape Architecture
Jordan G. Brost, PLS #3009

4941 Kirschling Court
Stevens Point, WI 54481
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 10/09/24

DRAWN: TDP CHECKED: JGB

FIELD BOOK - PAGE -

JOB NO: 24.013

CLIENT
DGI-WAUPUN, LLC
200 E. WASHINGTON ST.,
SUITE 2A
APPLETON, WI 54911

SHEET 1 OF 2

STORMWATER DRAINAGE EASEMENT EXHIBIT

Stormwater Drainage Easement Legal Description:

Being part of Lot 1 of Certified Survey Map No. 8609 as recorded in Document No. 1143621, located in part of the Southeast 1/4 of the Southwest 1/4 of Section 31, Township 14 North, Range 15 East, City of Waupun, Fond du Lac County, Wisconsin, the easement area being more particularly described as follows:

Commencing at the South 1/4 corner of Section 31, Township 14 North, Range 15 East;

Thence S 89°59'07" W along the South line of the Southwest 1/4 of said Section 31, 144.40 feet to the intersection of the southerly extension of the West line of Lot 1 of Certified Survey Map No. 8609 and said South line of the Southwest 1/4;

Thence N 02°20'46" E along said southerly extension line, 49.62 feet to the North right-of-way line of West Main Street (A.K.A. S.T.H. "49"), said point also being the Southwest corner of said Lot 1 and the Point of Beginning (P.O.B) of the easement to be described;

Thence continuing N 02°20'46" E along the West line of said Lot 1, 259.63 feet to the Northwest corner thereof;

Thence S 89°45'14" E along the North line of said Lot 1, 48.00 feet;

Thence S 00°21'34" W, 259.55 feet to the South line of said Lot 1, said point also being on the North right-of-way line of West Main Street (A.K.A. S.T.H. "49");

Thence N 89°39'20" W along said North right-of-way line and along said South line of Lot 1, 57.00 feet to the Point of Beginning.



Point of Beginning

Land Surveying
Civil Engineering
Landscape Architecture
Jordan G. Brost, PLS #3009

4941 Kirschling Court
Stevens Point, WI 54481
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 10/09/24

DRAWN: TDP CHECKED: JGB

FIELD BOOK - PAGE -

JOB NO: 24.013

CLIENT
DGI-WAUPUN, LLC
200 E. WASHINGTON ST.,
SUITE 2A
APPLETON, WI 54911

SHEET 2 OF 2



AGENDA SUMMARY SHEET

MEETING DATE: 1/28/25

TITLE: Drainage Agreement Between City of Waupun and DGI, Inc.

AGENDA SECTION: RECOMMENDATION FROM BOARDS, COMMITTEES, COMMISSIONS

PRESENTER: Kathy Schlieve, Administrator

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Economic Vitality	--	

ISSUE SUMMARY:

To redevelop parcel Lot 1 CSM 8609 Parcel WPN-14-15-99-HB-055-00 we need to establish easements for drainage to serve the proposed site plan. The proposed agreement is between the City and DGI Waupun, LLC and drafted in accordance with an approved Site Plan for a new Dollar General Location (considered by Plan Commission on 1/27/25). The Plan Commission will recommend this for your consideration.

STAFF RECOMMENDATION:

Support recommendation of Plan Commission

ATTACHMENTS:

Drainage Easement Agreement

RECOMMENDED MOTION:

Motion to approve the drainage agreement between DGI Waupun, LLC and the City of Waupun, contingent on transfer of Lot 1 CSM 8609 Parcel WPN-14-15-99-HB-055-00 to DGI Waupun, LLC.

DOCUMENT NO.

ELECTRICAL EASEMENT AGREEMENT

THIS ELECTRICAL EASEMENT AGREEMENT (the “Agreement”) is made effective as of the ____ day of _____, 2025 (the “Effective Date”), by and between DGI – Waupun, LLC, a Wisconsin limited liability company (“Grantor”), and Waupun Utilities (“Grantee”).

WITNESSETH:

WHEREAS, Grantor is the owner of that certain tract or parcel of land lying and being in Fond du Lac County, Wisconsin, being more particularly described on **Exhibit A** attached hereto (herein the “Grantor Property”); and

WHEREAS, Grantor desires to grant an electrical easement over, upon, across and through a portion of the Grantor Property, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. **Covenants Run With Land.** The rights, easement and obligations established in this Agreement shall run with the land and be binding upon the Grantor Property.

2. **Grant of Easement.** Grantor hereby grants and conveys for the benefit of Grantee a non-exclusive, perpetual easement over, upon, under, across and through that portion of the Grantor Property labeled **“Easement Area”** on **Exhibit B** attached hereto (herein the “Easement Area”) for the purpose of maintaining, repairing and replacing electrical utilities and all laterals, mains and pipes related thereto (collectively, the “Utilities”) within the Easement Area. The Utilities shall be located entirely below grade. Grantee shall not alter the grade on the Easement Area, and shall not interfere with or disrupt the operation by Grantor or its tenants, or by Grantor’s successors or successor tenants, of their respective business operations on the Grantor Property. Without limiting the generality of the foregoing, all work to the Utilities pursuant to this Agreement occurring after the Grantor Property opens for business to the public shall be performed outside normal business hours for the Grantor Property. Grantee shall be solely responsible for all costs related to maintenance, repair and replacement of the Utilities. Grantor shall install the Utilities within the Easement Area in accordance with Grantor’s plans and specifications, at Grantor’s sole cost.

3. **Restoration.** After the exercise of any of its rights hereunder, Grantee will, at its sole cost and expense, immediately restore the Easement Area, and any impacted portions of the

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
Godfrey & Kahn, S.C.
David W. Platt
200 S. Washington St, Ste. 100
Green Bay, WI 54301

WPN-14-15-99-HB-055-00
Parcel Identification Number

Grantor Property, to substantially the same condition it was in before Grantee's entry onto the Grantor Property.

4. Work. Grantor shall not be responsible for any injury to persons or property by the maintenance, repair, replacement, operation or upkeep of the Utilities, and shall have no responsibility for the maintenance, repair or replacement of the Utilities (or for any permits or licenses related to the Utilities, except for the initial installation thereof within the Easement Area). All work performed to the Utilities shall be in a good, workmanlike and expeditious manner and in compliance with all applicable laws.

5. No Parking. Grantee shall not have the right to park on the Easement Area.

6. Use of the Easement Area. Grantor reserves for itself and its successors and assigns the right to make use of the Easement Area. Without limiting the generality of the foregoing, and for the avoidance of doubt, Grantor shall be permitted to construct a Dollar General retail store on the Grantor Property, together with all buildings, structures, improvements, parking lots, driveways, landscaping, and appurtenances thereto.

7. Permits and Licenses. Grantee shall obtain and maintain, at its cost, all permits and licenses required by applicable law, statute, ordinance or regulation for the exercise of its rights hereunder, except Grantor shall be responsible for all permits and licenses required by applicable law, statute, ordinance or regulation for the initial installation of the Utilities within the Easement Area.

8. Insurance and Indemnification. Grantee shall provide Grantor, upon request, proof of liability insurance in single limits of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury or property damage, which liability insurance shall name Grantor as an additional insured. Grantee shall indemnify and hold Grantor and its successors and their respective employees, tenants, contractors, agents, licensees, successors and assigns (herein collectively, the "Indemnified Parties") harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) ever incurred by any of the Indemnified Parties in connection with Grantee's activities conducted on the Grantor Property, except to the extent caused by the negligence or willful misconduct of any of the Indemnified Parties.

9. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of Wisconsin. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns, and only with the prior written consent of Dollar General Corporation, so long as it, its successors, assigns or assignees is leasing the Grantor Property.

[Signature page(s) follows.]

[Signature page to Electrical Easement Agreement]

IN WITNESS WHEREOF, Grantor and Grantee have set their hands and seals as of the day, month and year first above written.

“GRANTOR”:

DGI – WAUPUN, LLC

By: _____
Name Printed: Bradley D. Schwebs
Title: Manager

STATE OF WISCONSIN)
)SS
OUTAGAMIE COUNTY)

Personally came before me on _____, 2025, the above-named Bradley D. Schwebs, to me known to be the person who executed the foregoing instrument and acknowledged the same as the Manager of DGI – Waupun, LLC.

By: _____
Name Printed: _____
Notary Public, State of: _____
My Commission Expires: _____

[Signature page to Electrical Easement Agreement]

“GRANTEE”:

WAUPUN UTILITIES

By: _____
Name Printed: _____
Title: _____

STATE OF WISCONSIN)
)SS
_____ COUNTY)

Personally came before me on _____, 2025, the above-named _____,
to me known to be the person who executed the foregoing instrument and acknowledged the same as the
_____ of Waupun Utilities.

By: _____
Name Printed: _____
Notary Public, State of: _____
My Commission Expires: _____

This document was drafted by:

Godfrey & Kahn, S.C.
David W. Platt
200 S. Washington St, Ste. 100
Green Bay, WI 54301

EXHIBITS:

- Exhibit A: Grantor Property
- Exhibit B: Easement Area

EXHIBIT A

GRANTOR PROPERTY

LOT 1 OF CERTIFIED SURVEY MAP NO. 8609 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR FOND DU LAC COUNTY, WISCONSIN ON JANUARY 08, 2021, AS DOCUMENT NO. 1143621, SAID CERTIFIED SURVEY MAP BEING PART OF LOTS 1, 2, 3, 4, 5, 7, 8, 9, 10 & ALL OF LOTS 12 & 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, TOWNSHIP 14 NORTH, RANGE 15 EAST, IN THE CITY OF WAUPUN, FOND DU LAC COUNTY, WISCONSIN.

EXHIBIT B
EASEMENT AREA

[See attached document.]

32421249.1

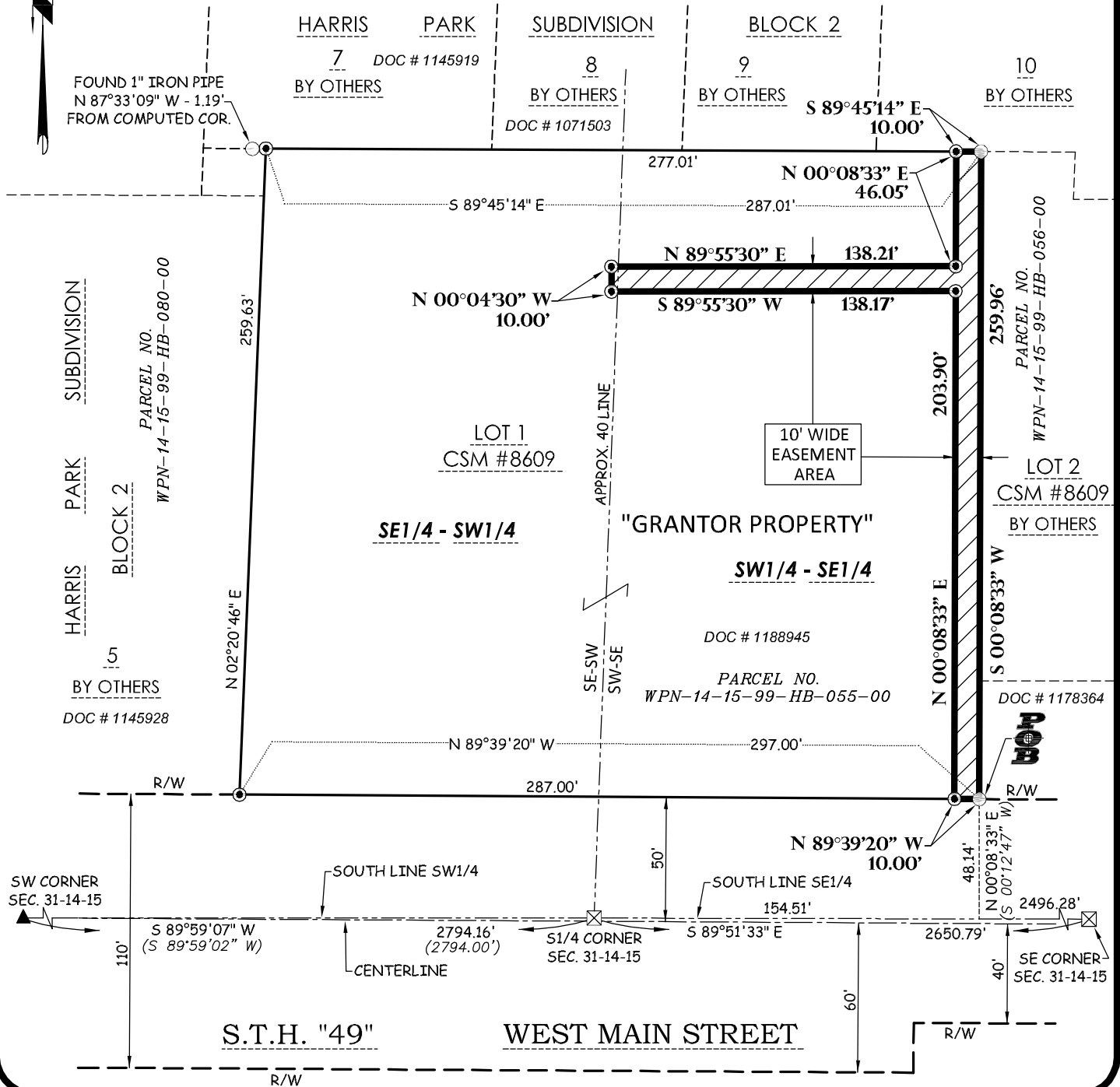
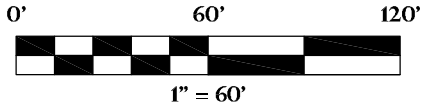
10' WIDE ELECTRIC EASEMENT EXHIBIT

BASIS OF BEARINGS

THE SOUTH LINE OF THE SW1/4 OF SEC. 31, T.14N, R.15E, BEARS S 89°59'07" W AS REFERENCED TO THE FOND DU LAC CO. CRD. SYSTEM, NAD83 (2011).

LEGEND

- EASEMENT CORNER (NOT MONUMENTED)
- 1-1/4" O.D. IRON PIPE FOUND
- ▲ MAG NAIL FOUND
- ⊠ CUT CROSS FOUND
- () RECORDED AS



Point of Beginning

Land Surveying
Civil Engineering
Landscape Architecture
Jordan G. Brost, PLS #3009

4941 Kirschling Court
Stevens Point, WI 54481
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 10/09/24

DRAWN: TDP CHECKED: JGB

FIELD BOOK - PAGE -

JOB NO: 24.013

CLIENT
DGI-WAUPUN, LLC
200 E. WASHINGTON ST.,
SUITE 2A
APPLETON, WI 54911

SHEET 1 OF 2

10' WIDE ELECTRIC EASEMENT EXHIBIT

10' Wide Electric Easement Legal Description:

Being part of Lot 1 of Certified Survey Map No. 8609 as recorded in Document No. 1143621, located in part of the Southeast 1/4 of the Southwest 1/4 and in part of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 14 North, Range 15 East, City of Waupun, Fond du Lac County, Wisconsin, the easement area being more particularly described as follows:

Commencing at the South 1/4 corner of Section 31, Township 14 North, Range 15 East;

Thence S 89°51'33" E along the South line of the Southeast 1/4 of said Section 31, 154.51 feet to the intersection of the southerly extension of the East line of Lot 1 of Certified Survey Map No. 8609 and said South line of the Southeast 1/4;

Thence N 00°08'33" E along said southerly extension line, 48.14 feet to the North right-of-way line of West Main Street (A.K.A. S.T.H. "49"), said point also being the Southeast corner of said Lot 1 and the Point of Beginning (P.O.B) of the easement to be described;

Thence N 89°39'20" W along said North right-of-way line and along the South line of said Lot 1, 10.00 feet;

Thence N 00°08'33" E, 203.90 feet;

Thence S 89°55'30" W, 138.17 feet;

Thence N 00°04'30" W, 10.00 feet;

Thence N 89°55'30" E, 138.21 feet;

Thence N 00°08'33" E, 46.05 feet to the North line of said Lot 1 of Certified Survey Map No. 8609;

Thence S 89°45'14" E along said North line of Lot 1, 10.00 feet to the Northeast corner thereof;

Thence S 00°08'33" W along the East line of said Lot 1, 259.96 feet to the Point of Beginning.



Point of Beginning

Land Surveying
Civil Engineering
Landscape Architecture
Jordan G. Brost, PLS #3009

4941 Kirschling Court
Stevens Point, WI 54481
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 10/09/24

DRAWN: TDP CHECKED: JGB

FIELD BOOK - PAGE -

JOB NO: 24.013

CLIENT
DGI-WAUPUN, LLC
200 E. WASHINGTON ST.,
SUITE 2A
APPLETON, WI 54911

SHEET 2 OF 2



AGENDA SUMMARY SHEET

MEETING DATE: 1/28/25

TITLE: Electric Easement Agreement Between City of Waupun and DGI, Inc.

AGENDA SECTION: RECOMMENDATION FROM BOARDS, COMMITTEES, COMMISSIONS

PRESENTER: Kathy Schlieve, Administrator

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Economic Vitality	--	

ISSUE SUMMARY:

To redevelop parcel Lot 1 CSM 8609 Parcel WPN-14-15-99-HB-055-00 we need to establish easements for electric to serve the proposed site plan. The proposed agreement is between the City and DGI Waupun, LLC and drafted in accordance with an approved Site Plan for a new Dollar General Location (considered by Plan Commission on 1/27/25). The Plan Commission will recommend this for your consideration. The council could approve this on behalf of Waupun Utilities, which is a wholly owned subsidiary of the City of Waupun.

STAFF RECOMMENDATION:

Support recommendation of Plan Commission

ATTACHMENTS:

Electric Easement Agreement

RECOMMENDED MOTION:

Motion to approve the electric easement agreement between DGI Waupun, LLC and the City of Waupun, contingent on transfer of Lot 1 CSM 8609 Parcel WPN-14-15-99-HB-055-00 to DGI Waupun, LLC.

DOCUMENT NO.

SEWER AND WATER EASEMENT AGREEMENT

THIS SEWER AND WATER EASEMENT AGREEMENT (the “Agreement”) is made effective as of the ____ day of _____, 2025 (the “Effective Date”), by and between DGI – Waupun, LLC, a Wisconsin limited liability company (“Grantor”), and Waupun Utilities (“Grantee”).

WITNESSETH:

WHEREAS, Grantor is the owner of that certain tract or parcel of land lying and being in Fond du Lac County, Wisconsin, being more particularly described on **Exhibit A** attached hereto (herein the “Grantor Property”); and

WHEREAS, Grantor desires to grant a sewer and water easement over, upon, across and through a portion of the Grantor Property, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. **Covenants Run With Land.** The rights, easement and obligations established in this Agreement shall run with the land and be binding upon the Grantor Property.
2. **Grant of Easement.** Grantor hereby grants and conveys for the benefit of Grantee a non-exclusive, perpetual easement over, upon, under, across and through that portion of the Grantor Property labeled **["Easement Area"]** on **Exhibit B** attached hereto (herein the “Easement Area”) for the purpose of maintaining, repairing and replacing sewer and water utilities and all laterals, mains and pipes related thereto (collectively, the “Utilities”) within the Easement Area. The Utilities shall be located entirely below grade. Grantee shall not alter the grade on the Easement Area, and shall not interfere with or disrupt the operation by Grantor or its tenants, or by Grantor’s successors or successor tenants, of their respective business operations on the Grantor Property. Without limiting the generality of the foregoing, all work to the Utilities pursuant to this Agreement occurring after the Grantor Property opens for business to the public shall be performed outside normal business hours for the Grantor Property. Grantee shall be solely responsible for all costs related to maintenance, repair and replacement of the Utilities. Grantor shall install the Utilities within the Easement Area in accordance with Grantor’s plans and specifications, at Grantor’s sole cost.
3. **Restoration.** After the exercise of any of its rights hereunder, Grantee will, at its sole cost and expense, immediately restore the Easement Area, and any impacted portions of the

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
Godfrey & Kahn, S.C.
David W. Platt
200 S. Washington St, Ste. 100
Green Bay, WI 54301

WPN-14-15-99-HB-055-00
Parcel Identification Number

Grantor Property, to substantially the same condition it was in before Grantee's entry onto the Grantor Property.

4. Work. Grantor shall not be responsible for any injury to persons or property by the maintenance, repair, replacement, operation or upkeep of the Utilities, and shall have no responsibility for the maintenance, repair or replacement of the Utilities (or for any permits or licenses related to the Utilities, except for the initial installation thereof within the Easement Area). All work performed to the Utilities shall be in a good, workmanlike and expeditious manner and in compliance with all applicable laws.

5. No Parking. Grantee shall not have the right to park on the Easement Area.

6. Use of the Easement Area. Grantor reserves for itself and its successors and assigns the right to make use of the Easement Area. Without limiting the generality of the foregoing, and for the avoidance of doubt, Grantor shall be permitted to construct a Dollar General retail store on the Grantor Property, together with all buildings, structures, improvements, parking lots, driveways, landscaping, and appurtenances thereto.

7. Permits and Licenses. Grantee shall obtain and maintain, at its cost, all permits and licenses required by applicable law, statute, ordinance or regulation for the exercise of its rights hereunder, except Grantor shall be responsible for all permits and licenses required by applicable law, statute, ordinance or regulation for the initial installation of the Utilities within the Easement Area.

8. Insurance and Indemnification. Grantee shall provide Grantor, upon request, proof of liability insurance in single limits of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury or property damage, which liability insurance shall name Grantor as an additional insured. Grantee shall indemnify and hold Grantor and its successors and their respective employees, tenants, contractors, agents, licensees, successors and assigns (herein collectively, the "Indemnified Parties") harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) ever incurred by any of the Indemnified Parties in connection with Grantee's activities conducted on the Grantor Property, except to the extent caused by the negligence or willful misconduct of any of the Indemnified Parties.

9. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of Wisconsin. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns, and only with the prior written consent of Dollar General Corporation, so long as it, its successors, assigns or assignees is leasing the Grantor Property.

[Signature page(s) follows.]

[Signature page to Sewer and Water Easement Agreement]

IN WITNESS WHEREOF, Grantor and Grantee have set their hands and seals as of the day, month and year first above written.

“GRANTOR”:

DGI – WAUPUN, LLC

By: _____
Name Printed: Bradley D. Schwebs
Title: Manager

STATE OF WISCONSIN)
)SS
OUTAGAMIE COUNTY)

Personally came before me on _____, 2025, the above-named Bradley D. Schwebs, to me known to be the person who executed the foregoing instrument and acknowledged the same as the Manager of DGI – Waupun, LLC.

By: _____
Name Printed: _____
Notary Public, State of: _____
My Commission Expires: _____

[Signature page to Sewer and Water Easement Agreement]

“GRANTEE”:

WAUPUN UTILITIES

By: _____
Name Printed: _____
Title: _____

STATE OF WISCONSIN)
)SS
_____ COUNTY)

Personally came before me on _____, 2025, the above-named _____,
to me known to be the person who executed the foregoing instrument and acknowledged the same as the
_____ of Waupun Utilities.

By: _____
Name Printed: _____
Notary Public, State of: _____
My Commission Expires: _____

This document was drafted by:

Godfrey & Kahn, S.C.
David W. Platt
200 S. Washington St, Ste. 100
Green Bay, WI 54301

EXHIBITS:

- Exhibit A: Grantor Property
- Exhibit B: Easement Area

EXHIBIT A

GRANTOR PROPERTY

LOT 1 OF CERTIFIED SURVEY MAP NO. 8609 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR FOND DU LAC COUNTY, WISCONSIN ON JANUARY 08, 2021, AS DOCUMENT NO. 1143621, SAID CERTIFIED SURVEY MAP BEING PART OF LOTS 1, 2, 3, 4, 5, 7, 8, 9, 10 & ALL OF LOTS 12 & 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, TOWNSHIP 14 NORTH, RANGE 15 EAST, IN THE CITY OF WAUPUN, FOND DU LAC COUNTY, WISCONSIN.

EXHIBIT B
EASEMENT AREA

[See attached document.]

32422364.1

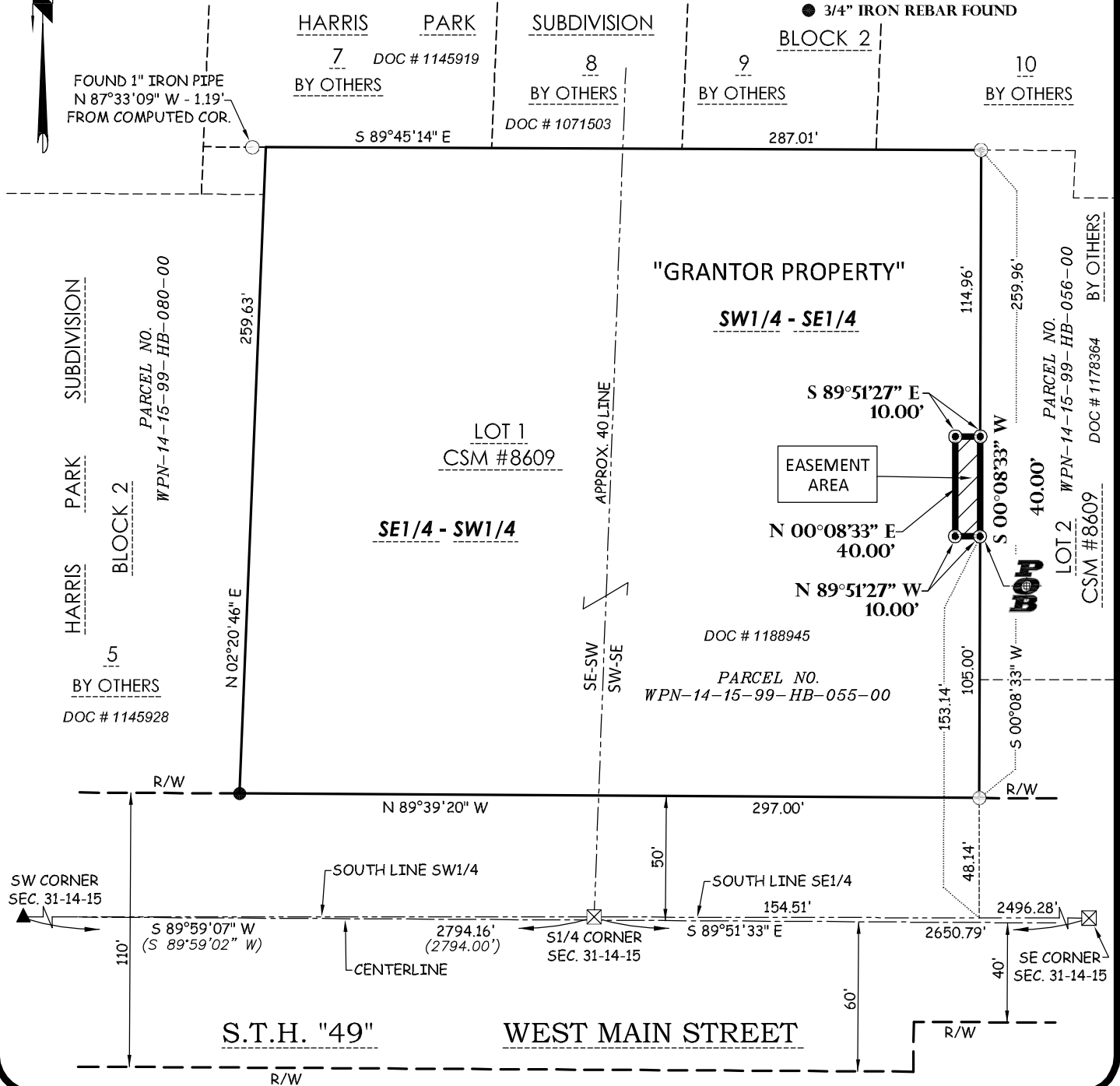
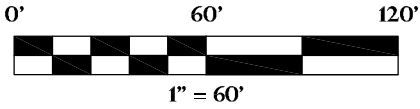
10' X 40' SEWER AND WATER EASEMENT EXHIBIT

BASIS OF BEARINGS

THE SOUTH LINE OF THE SW1/4 OF SEC. 31, T.14N, R.15E, BEARS S 89°59'07" W AS REFERENCED TO THE FOND DU LAC CO. CRD. SYSTEM, NAD83 (2011).

LEGEND

- ⊙ EASEMENT CORNER (NOT MONUMENTED)
- 1-1/4" O.D. IRON PIPE FOUND
- ▲ MAG NAIL FOUND
- ⊠ CUT CROSS FOUND
- () RECORDED AS
- 3/4" IRON REBAR FOUND



Point of Beginning

Land Surveying
Civil Engineering
Landscape Architecture
Jordan G. Brost, PLS #3009

4941 Kirschling Court
Stevens Point, WI 54481
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 10/09/24

DRAWN: TDP CHECKED: JGB

FIELD BOOK - PAGE -

JOB NO: 24.013

CLIENT
DGI-WAUPUN, LLC
200 E. WASHINGTON ST.,
SUITE 2A
APPLETON, WI 54911

SHEET 1 OF 2

10' X 40' SEWER AND WATER EASEMENT EXHIBIT

10' X 40' Sewer and Water Easement Legal Description:

Being part of Lot 1 of Certified Survey Map No. 8609 as recorded in Document No. 1143621, located in part of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 14 North, Range 15 East, City of Waupun, Fond du Lac County, Wisconsin, the easement area being more particularly described as follows:

Commencing at the South 1/4 corner of Section 31, Township 14 North, Range 15 East;

Thence S 89°51'33" E along the South line of the Southeast 1/4 of said Section 31, 154.51 feet to the intersection of the southerly extension of the East line of Lot 1 of Certified Survey Map No. 8609 and said South line of the Southeast 1/4;

Thence N 00°08'33" E along the East line of said Lot 1 and the Southerly extension thereof, 153.14 feet to the Point of Beginning (P.O.B) of the easement to be described;

Thence N 89°51'27" W, 10.00 feet;

Thence N 00°08'33" E, 40.00 feet;

Thence S 89°51'27" E, 10.00 feet to the East line of said Lot 1;

Thence S 00°08'33" W along the East line of said Lot 1, 40.00 feet to the Point of Beginning.



Point of Beginning

Land Surveying
Civil Engineering
Landscape Architecture
Jordan G. Brost, PLS #3009

4941 Kirschling Court
Stevens Point, WI 54481
715.344.9999 (PH) 715.344.9922 (FX)

FIELDWORK COMPLETED 10/09/24

DRAWN: TDP CHECKED: JGB

FIELD BOOK - PAGE -

JOB NO: 24.0113

CLIENT
DGI-WAUPUN, LLC
200 E. WASHINGTON ST.,
SUITE 2A
APPLETON, WI 54911

SHEET 2 OF 2



AGENDA SUMMARY SHEET

MEETING DATE: 1/28/25

TITLE: Sewer and Water Easement Agreement
Between City of Waupun and DGI, Inc.

AGENDA SECTION: RECOMMENDATION FROM
BOARDS, COMMITTEES,
COMMISSIONS

PRESENTER: Kathy Schlieve, Administrator

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
Economic Vitality	--	

ISSUE SUMMARY:

To redevelop parcel Lot 1 CSM 8609 Parcel WPN-14-15-99-HB-055-00 we need to establish easements for sewer and water to serve the proposed site plan. The proposed agreement is between the City and DGI Waupun, LLC and drafted in accordance with an approved Site Plan for a new Dollar General Location (considered by Plan Commission on 1/27/25). The Plan Commission will recommend this for your consideration. The council could approve this on behalf of Waupun Utilities, which is a wholly owned subsidiary of the City of Waupun.

STAFF RECOMMENDATION:

Support recommendation of Plan Commission

ATTACHMENTS:

Sewer & Water Easement Agreement

RECOMMENDED MOTION:

Motion to approve the water and sewer agreement between DGI Waupun, LLC and the City of Waupun, contingent on transfer of Lot 1 CSM 8609 Parcel WPN-14-15-99-HB-055-00 to DGI Waupun, LLC.



Agreement Between Client & Excel Engineering, Inc.

This Agreement made the 13th day of January 2025, in Fond du Lac, WI between Excel Engineering, Inc. (here in after referred to as Excel Engineering) of Fond du Lac, WI and the "Client" below.

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

Client Contact: Jeff Daane
Project Name: Waupun Ice Rink Ammonia Ventilation
Project Location: Waupun, WI
Project #: 250015300

1. Scope of Services. Excel Engineering shall provide the following service:

Provide HVAC design plans to provide ventilation for the existing ammonia refrigeration room at the Waupun Ice Rink. Ventilation design to include detection and alarms per IIAR 2. Design plans for Electrical and Structural work required for HVAC scope is included. Construction administration phase includes shop drawing review and RFI responses during the construction process. One site visit for HVAC, Electrical, and Structural is also included at the completion of the work.

2. Compensation. Compensation for Excel Engineering services will be performed as noted below.

<u>LUMP SUM FEE:</u>	<u>Amount</u>
Construction Document Phase	\$11,500
Construction Administration Phase	\$2,100
Lump Sum Compensation	\$13,600

Services requested after signing this Agreement shall be compensated on a Lump Sum basis or per Billing Rates per section 2.2. Client and Excel Engineering shall agree on compensation for additional services prior to performing same.

2.1 - Reimbursable Expenses. - Excel Engineering shall be paid for the following reimbursable expenses: Mileage at \$.70/mile, Overnight per diem at \$35/night; Plan Review Fees, UPS, Postage, Plans, Printing, Airfare, Hotels, Rental cars, Tolls and Parking at Cost.

2.2 - Billing Rates. Intern \$74/hr, Tech 1 \$88/hr, Tech 2 \$102/hr, Tech 3 \$116/hr, Designer 1 \$102/hr, Designer 2 \$116/hr, Sr Designer 1 \$130/hr, Sr Designer 2 \$143/hr, Sr Designer 3 \$158/hr, Project Designer \$175/hr, Sr Proj Designer \$189/hr, Engineer 1/Architect 1 \$130/hr, Engineer 2/Architect 2 \$143/hr, Engineer 3/Architect 3 \$158/hr, Project Engineer/Project Architect \$175/hr, Sr. Project Engineer/Sr. Project Architect \$189/hr, Crew Chief \$116/hr, Sr Crew Chief \$130/hr, Proj Asst 1 \$88/hr, Proj Asst 2 \$102/hr, Proj Coord 1 \$116/hr, Proj Coord 2 \$130/hr, Proj Man \$205/hr, Sr Proj Man \$219/hr, Principal \$242/hr, Construction Coord 1 \$102/hr, Construction Coord 2 \$116/hr, Construction Coord 3 \$130/hr, Sr. Construction Coord 1 \$143/hr, Sr. Construction Coord 2 \$158/hr, Sr. Construction Coord 3 \$175/hr, Survey Equipment \$35/hr, Laser Scanner \$100/hr

3. Payment. Client shall make payment to Excel Engineering as follows:

3.1 Initial Payment. Client shall make an **initial payment of \$0.00** to Excel Engineering upon execution of this Agreement. This payment shall be credited back to Client on the first invoice.

3.2 Monthly Payment. Invoices will be submitted on a monthly basis. Payments shall be made within **twenty (20)** days of date of invoice. Payments not paid timely shall accrue interest at the rate of one and a half percent (1.5%) per month.

4. Exhibit. The Terms & Conditions on Exhibit A are part of this Agreement.

CLIENT: **City of Waupun**

Excel Engineering, Inc.

Signature: _____

Signature: Douglas Elgersma

Jeff Daane

Doug Elgersma

Title: DPW

Title: Project Engineer

(Unless signed and returned to Excel Engineering within 30 days from the date above, this offer will expire.)

TERMS & CONDITIONS

1. Standard of Care. Excel Engineering agrees to perform its services consistent with the professional skill and care ordinarily provided by firms in the same profession practicing in the same or similar locality under the same or similar circumstances. No other warranty, expressed or implied is made.

2. Excel Engineering's Responsibilities. Excel Engineering's duties and obligations with respect to this Agreement are limited to the Scope of Services defined in this Agreement. Excel Engineering has not been hired to provide installation or construction services and shall not be responsible for or have control over Client Suppliers' or Contractors' construction means, methods, techniques, sequences of procedures, or Project safety. Excel Engineering shall not be responsible for the performance of Client Suppliers and Contractors and Excel Engineering shall not be responsible for any changes to the design not authorized by Excel Engineering or any failure to follow Excel Engineering's design. Excel Engineering has no control over the cost of labor, materials, or equipment furnished by Client Suppliers and Contractors. The cost to complete the Project may vary from bids, negotiated prices, and estimates.

3. Client's Responsibilities. Client will make available to Excel Engineering all known information regarding existing and proposed conditions, requirements and all other information that may affect the cost, progress, safety and performance of the work. Client shall provide to Excel Engineering a complete set of Client's objectives, schedule, constraints, budget, reasonable contingencies, drawings and other relevant information concerning the Project. Client shall render all decisions in a timely manner in order to avoid delay in the performance of services by Excel Engineering. Client is responsible for all matters which are the responsibility of Client and Client Suppliers and Contractors under this Agreement. Client Suppliers and Contractors shall be responsible for determining quantities of materials, dimensions, fabrication and process techniques, and all measurements. Client Suppliers and Contractors are responsible for verifying all conditions that are present at Project site and that all necessary safety measures are taken to ensure a safe working environment.

4. Intellectual Property. Drawings, specifications and other intellectual property documents, including those in electronic form, prepared by Excel Engineering, or its consultants, are Instruments of Service for use solely with respect to this Project. Excel Engineering shall be deemed the author and owner of all Instruments of Service produced under this Agreement and shall retain all common law, statutory and other reserved rights, including, but not limited to, any applicable copyrights, trademarks, or patents. The Client acknowledges that Excel Engineering has prepared said Instruments of Service and agrees to limit use of same to this Project only. The Client agrees to defend, indemnify and hold Excel Engineering harmless from any causes of action, claims, losses, damages and expenses of any kind whatsoever, including actual attorney's fees, resulting from the unauthorized reuse of Excel Engineering's Instruments of Service. Client further warrants to Excel Engineering that the Scope of Services that is the subject of this Agreement does not infringe upon the intellectual property rights of any other third parties. To the extent any documents, information, instructions, or other material provided by Client during the course of this Project gives rise to a patent, copyright, trademark or other intellectual property infringement claim or suit, Client shall defend, indemnify, and hold harmless Excel Engineering for any and all liability, damages, costs, and expenses, including actual attorney's fees, associated with such claim or suit.

5. Environmental Testing of Project Site. It shall be Client's sole responsibility for making environmental site assessments with respect to the Project soil to determine whether any contaminants are located thereon. Client represents to Excel Engineering that either the Client or the owner of the property upon which the Project is located shall undertake such testing as shall be reasonably necessary to determine whether contaminants are present at the Project site. Excel Engineering makes no representations concerning the presence of contaminants on the Project site or the need for environmental testing thereof. Client shall defend, indemnify and hold Excel Engineering harmless for any and all costs, expenses, damage or obligations of any kind or nature arising from the presence of contaminants on the Project site. In the event that environmental testing is done with respect to the Project site, Client shall provide a copy of such testing and all reports that are issued pursuant thereto to Excel Engineering. Excel Engineering shall be entitled to completely rely upon the accuracy and completeness of all environmental testing that was done with respect to the Project site for or on behalf of Client.

6. Access to Project Site. Excel Engineering shall have access to the Project site at all times necessary in order to permit Excel Engineering to fulfill its obligations under this Agreement. Excel Engineering agrees that it shall fulfill its duties and obligations under this Agreement in a manner that shall not interfere with the completion of Project, or interfere with the ongoing business of Client.

7. Inclement Weather. If on-site services are part of this contract and there is a substantial weather condition affecting the completion of this project, Excel Engineering retains the right to negotiate additional time and fees to complete the Project. Substantial weather conditions include but not limited to extensive rain, high winds, snow greater than two (2) inches and ice.

8. Survey and Title Search. If the Client chooses to exclude an "Existing Conditions Survey" and a "Title Commitment Search" in the pre-design phase, the Client will take full responsibility for costs incurred by Client or Excel Engineering resulting from excluding these services including but not limited to, inaccurate or incomplete disclosure of property descriptions, ownership or easements and restrictions affecting the property. A change order will be issued to Excel Engineering if redesign work is required.

9. Warranty. ALL WARRANTIES BY Excel Engineering, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED.

10. Process Guarantees. To the extent Excel Engineering is designing a process for manufacturing or producing goods or product, Excel Engineering shall make all reasonable efforts to achieve Client's output goals, but Excel Engineering does not make any output guarantees.

11. Consequential Damages. Excel Engineering and the Client waive consequential damages for any and all claims, disputes or other matters in question arising out of or relating in any way to this Agreement. This mutual waiver shall include, but is not limited to, all consequential damages due to either party's termination. The Client's sole source of recovering any of its damages from Excel Engineering shall be damages that are covered by Excel Engineering's insurance policies.

TERMS & CONDITIONS

12. Insurance. Excel Engineering agrees to maintain insurance as outlined on attached insurance exhibit to this Agreement. A Certificate of Insurance will be provided to the Client upon request.

13. Waiver of Subrogation. Excel Engineering and Client mutually waive any and all rights of subrogation against each other, including, but not limited to, those related to any and all claims for alleged property loss, property damage, reimbursement for worker's compensation benefits or any other loss that is covered by the party's insurance carrier. Excel Engineering and Client further agree to secure waivers, if necessary, from their respective insurance carriers in order to give effect to the waiver of subrogation set forth above. Client shall ensure that Client's Suppliers and Contractors are properly insured and carry adequate amounts of liability insurance taking into consideration the size and scope of the Project.

14. NOTICE OF LIEN RIGHTS. AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, EXCEL ENGINEERING HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THE FIRST FURNISHED LABOR OF 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. ENGINEER AGREES TO COOPERATE WITH THE OWNER AND THE OWNERS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

15. Purchase Order. In the event the Client issues a purchase order, it is understood and agreed that such document is for the Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement.

16. Allowances. An "Allowance" represents an estimated amount for a service where a lump sum amount cannot be established in advance. Excel Engineering will invoice against an "Allowance" for certain services as specified in the Agreement using the published billing rates.

17. Schedule. If the time to complete design, construction documents and on-site services goes beyond the scheduled time set forth in this agreement and this additional time is required because of Client selection delays, Client's vendor delays, construction delays or any other issues beyond the control of Excel Engineering, this additional time shall be billed as an additional service.

18. Force Majeure. Excel Engineering shall be excused for any delay or failure in performance by reason of any cause beyond Excel Engineering's control, including war, fire, strikes, revolutions, riots, pandemics, acts of hostility, governmental-declared emergency-acts and requests or interference, flood, storm, any act of God, or any other extraordinary cause over which neither party has control.

19. Stop Work Provision. Excel Engineering shall have the right to stop performing its services if one of the following events occur: A) if Excel Engineering commences additional services based on Client's verbal authorization or notice to proceed and a signed agreement reflecting the additional services is not executed within seven days of presentation to Client; B) if Excel Engineering's invoices remain unpaid for more than 60 days from the date of said invoice; or C) if Excel Engineering is requested to submit plans for state approval but has not been paid on any past due invoice. In all events noted above, Client shall be responsible for all associated costs in stopping work and Excel Engineering shall receive additional compensation for any additional costs incurred resulting from the stoppage and subsequent re-starting in work.

20. Termination. This Agreement may be terminated by either party if the other party fails to fulfill obligations under this Agreement through no fault of the terminating party. A party intending to terminate Agreement shall give the other party seven (7) days written notice of defaults and intent to terminate. Termination of this Agreement shall take place seven (7) days from the date notice of intent to terminate has been given, unless all defaults have been cured, or the parties have reached agreement regarding resolution of matters in dispute between the parties. Upon termination, Excel Engineering shall stop work. Termination does not affect Excel Engineering's right to receive payment for services performed and costs incurred prior to notice of termination.

21. Non-Waiver. No failure or delay in executing any of a party's rights hereunder shall prevent its execution of such rights at a later date and neither shall a waiver by a party of any breach by the other party be deemed a waiver of any subsequent breach.

22. Third Parties. Nothing in this Agreement shall create a contractual or third party beneficiary relationship to any third party or create a cause of action against Excel Engineering or Client by any third party.

23. Completion of Services. Excel Engineering's services shall be complete upon issuance of the final Certificate for Payment, or in the absence of a final Certificate of Payment, 30 days after achieving Substantial Completion of the Work.

24. Collection. Client shall be responsible for any and all collection fees, litigation costs, actual attorney fees, and any and all other costs incurred by Excel Engineering in collecting any fees from Client that are past due under this Agreement.

25. Severability/Limitation in Scope. Each provision of this Agreement is separate from the other provisions. The invalidity or unenforceability of any provision, or portion thereof, shall not cause any other provision to be invalid or unenforceable. In the event that any provision, or portion thereof, is held to be invalid or unenforceable, the invalid or unenforceable provision or portion thereof shall be limited to the minimum extent required to become valid and enforceable.

26. Entire Agreement, Modification & Assignment. This Agreement shall embody the entire agreement between Excel Engineering and Client. No modification hereof shall be of any effect unless such modification is in writing and executed by the parties hereto. This Agreement may not be assigned without prior written approval by both parties.

27. Applicable Law and Forum Selection. This Agreement and the respective rights and duties of the parties shall be governed by Wisconsin law. All disputes between the parties arising from this Agreement, or otherwise, shall be subject to the exclusive jurisdiction of the Wisconsin state court system, with the Circuit Court for Fond du Lac, Wisconsin being the sole venue to initiate and continue litigation between the parties.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The McClone Agency, Inc. PO Box 389 Menasha WI 54952		CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 800-236-1034 FAX (A/C, No): 920-725-3233 E-MAIL ADDRESS: certificate@mcclone.com															
INSURED Excel Engineering, Inc. 100 Camelot Drive Fond du Lac WI 54935 License#: 100197661 EXCEENG-01		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Citizens Ins Co of America</td> <td>31534</td> </tr> <tr> <td>INSURER B : Allmerica Financial Benefit In</td> <td>41840</td> </tr> <tr> <td>INSURER c : Hanover Insurance Co.</td> <td>22292</td> </tr> <tr> <td>INSURER d : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Citizens Ins Co of America	31534	INSURER B : Allmerica Financial Benefit In	41840	INSURER c : Hanover Insurance Co.	22292	INSURER d : Continental Casualty Company	20443	INSURER E : Lexington Insurance Company	19437	INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** 340579186 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZB1J456917	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AW1J457343	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$ 10,000			UH1J456918	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WB1J424133	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			AEH591970758	7/1/2024	7/1/2025	Each Occurrence/Aggreg 5,000,000
E	Excess Professional Liability			015136176	7/1/2024	7/1/2025	Each Occurrence/Aggreg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Proof of Insurance for Quoting Purposes

CERTIFICATE HOLDER Excel Engineering, Inc. 100 Camelot Drive Fond du Lac WI 54935 United States	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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AGENDA SUMMARY SHEET

MEETING DATE: 1/28/25
AGENDA SECTION: CONSIDERATION-ACTION
PRESENTER: Jeff Daane, Public Works Director

TITLE: Authorize Contract with Excel Engineering for Ammonia Detection System Project Support for 510 E Spring Street

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
High Performance Government/Safety	\$13,600	

ISSUE SUMMARY:

The city has a few scopes of service to install a ventilation system in the compressor room at the Ice Arena. To effectively bid the project, a structural scan of the existing ammonia refrigeration room is required. The attached proposal from Excel Engineering will provide the scan of the current building and will provide engineering oversight to effectively bid and construct the project to bidding contractors proper information so that we will get a complete bid and remove the unknowns that could result in hidden costs uncovered during construction.

STAFF RECOMMENDATION:

Approve the agreement with Excel Engineering as presented

ATTACHMENTS:

Excel Engineering agreement

RECOMMENDED MOTION:

Motion to approve an agreement with Excel Engineering for the ammonia ventilation system scan and engineering support in the amount of \$13,600.

Report Criteria:

Report type: Summary

Invoice.Batch = "A-2024","2024","2025"

Check Issue Date	Check Number	Payee	Amount
01/14/2025	234	MISSION SQUARE	29,416.95
01/14/2025	235	PAYMENT SERVICE NETWORK INC	10.50
01/14/2025	236	WI DEPT OF REVENUE	50.50
01/23/2025	109314	AIRGAS USA LLC	25.50
01/23/2025	109315	AXLEY BRYNELSON LLP	2,125.00
01/23/2025	109316	BROWN CAB SERVICE INC	11,776.02
01/23/2025	109317	CHAD NAVIS CONSTRUCTION	750.00
01/23/2025	109318	CONWAY SHIELD	8,273.00
01/23/2025	109319	DESTINATION LAKE WINNEBAGO RE	4,930.49
01/23/2025	109320	GANNETT WISCONSIN LOCALIQ	93.34
01/23/2025	109321	MADISON MEDIA PARTNERS	108.15
01/23/2025	109322	MSA PROFESSIONAL SERVICES INC	8,860.00
01/23/2025	109323	SABEL MECHANICAL	8,671.84
01/23/2025	109324	SCHLIEVE, KATHY	1,214.71
01/23/2025	109325	SPEED NEEDLES CUSTOM EMBROID	4,936.00
01/23/2025	109326	SSM HEALTH LABORATORIES	40.00
01/23/2025	109327	TIMOTHY S HAMMES	183.00
01/23/2025	109328	TORRES TREE SERVICE	3,000.00
01/23/2025	109329	VANDEZANDE & KAUFMAN, LLP	7,525.00
01/23/2025	109330	WALMART COMMUNITY/CAPITAL ONE	86.94
01/23/2025	109331	WAUPUN AREA SCHOOL DISTRICT	11,930.55
01/23/2025	109332	WAUPUN CITY OF SCULPTURE	5,000.00
01/23/2025	109333	WAUPUN UTILITIES	28,925.34
01/23/2025	109334	AMAZON CAPITAL SERVICES	2,223.06
01/23/2025	109335	ASCAP	445.00
01/23/2025	109336	BADGER PEST CONTROL	80.00
01/23/2025	109337	BATTERIES PLUS LLC	258.51
01/23/2025	109338	BOND TRUST SERVICES CORPORATI	800.00
01/23/2025	109339	BOUND TREE MEDICAL LLC	393.29
01/23/2025	109340	CHARTER COMMUNICATIONS	1,135.94
01/23/2025	109341	CHARTER COMMUNICATIONS	114.49
01/23/2025	109342	CITIES AND VILLAGES MUTUAL INS	104,504.97
01/23/2025	109343	CITRIX SYSTEMS INC	1,728.00
01/23/2025	109344	CITY OF BEAVER DAM	1,720.00
01/23/2025	109345	CIVIC SYSTEMS LLC	8,084.00
01/23/2025	109346	COLUMN SOFTWARE PBC	379.03
01/23/2025	109347	CONTREE SPRAYER & EQUIPMENT	2,566.21
01/23/2025	109348	DAILY CITIZEN	830.98
01/23/2025	109349	DUMKE, GRAHAM	129.75
01/23/2025	109350	ENERGITECH SERVICES LLC	677.00
01/23/2025	109351	FBINAA	115.00
01/23/2025	109352	FIRE APPARATUS & EQUIPMENT INC	1,826,615.00
01/23/2025	109353	FIRE SERVICE INC	217.00
01/23/2025	109354	FIRST-IN TRAINING LLC	150.00
01/23/2025	109355	FOX COMPUTER & NETWORKING INC	204.60
01/23/2025	109356	GORDON FLESCH CO INC	109.00
01/23/2025	109357	H & R SAFETY SOLUTIONS LLC	145.10
01/23/2025	109358	HOLIDAY OUTDOOR DECOR	242.00
01/23/2025	109359	IMAGETREND INC	895.54

Check Issue Date	Check Number	Payee	Amount
01/23/2025	109360	INTERNATIONAL ASSOCIATION OF FI	388.33
01/23/2025	109361	J.F. AHERN CO	895.00
01/23/2025	109362	KREITZMAN, TREVOR	42.00
01/23/2025	109363	LAPPEN SECURITY PRODUCTS	50.00
01/23/2025	109364	MARCO TECHNOLOGIES LLC	160.91
01/23/2025	109365	MENARDS - BEAVER DAM	1,580.72
01/23/2025	109366	MID-STATES ORGANIZED CRIME INF	150.00
01/23/2025	109367	MILTON PROPANE INC	147.14
01/23/2025	109368	MPIC	42,563.00
01/23/2025	109369	O'REILLY AUTOMOTIVE INC	49.50
01/23/2025	109370	PETERSEN, JENNIFER	28.00
01/23/2025	109371	PETTY CASH-CITY HALL	53.80
01/23/2025	109372	ROCK RIVER STORMWATER GROUP	5,000.00
01/23/2025	109373	RUBAYIZA, FRANCOISE	190.50
01/23/2025	109374	SAN-A-CARE INC	289.28
01/23/2025	109375	SHERWIN WILLIAMS	218.49
01/23/2025	109376	SIRCHIE ACQUISITION COMPANY LLC	29.70
01/23/2025	109377	TOP PACK DEFENSE	381.96
01/23/2025	109378	TRESTER HOIST & EQUIPMENT INC	1,555.00
01/23/2025	109379	TRUCK EQUIPMENT INC	157.96
01/23/2025	109380	UNIVERSAL TRUCK EQUIPMENT	719.25
01/23/2025	109381	WALMART COMMUNITY/CAPITAL ONE	95.80
01/23/2025	109382	WI CITY/COUNTY MANGEMENT ASC	179.77
01/23/2025	109383	WI DEPART OF JUSTICE	371.25
01/23/2025	109384	WOLVERINE FIREWORKS DISPLAY IN	7,500.00
Grand Totals:			<u>2,155,493.66</u>

Report Criteria:

Report type: Summary

Invoice.Batch = "A-2024","2024","2025"

Report Criteria:

Report type: Invoice detail
 Check.Type = {<-} "Adjustment"
 Invoice.Batch = "A-2024","2024","2025"

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
AIRGAS USA LLC						
AIRGAS USA LLC	OXYGEN RENTAL - FD	01/23/2025	5512990393	100-50-5230-3-38	25.50	25.50
Total AIRGAS USA LLC:						25.50
AMAZON CAPITAL SERVICES						
AMAZON CAPITAL SERVICES	FENCE SLATS HOOKS - REPAIR	01/23/2025	1KY1-Y1T7-9	100-70-5412-3-36	14.99	14.99
AMAZON CAPITAL SERVICES	FENCE AROUND PROPERTY					
AMAZON CAPITAL SERVICES	LIGHT DROP CEILING OFFICE	01/23/2025	1XC9-HH3L-J	100-70-5412-3-36	1,276.98	1,276.98
AMAZON CAPITAL SERVICES	FIXTURE - CITY GARAGE - OFFICE					
AMAZON CAPITAL SERVICES	AREA LIGHTS					
AMAZON CAPITAL SERVICES	POLYPROPYLENE BAGS - GATE	01/23/2025	1N7P-TL3Y-V	700-10-5192-3-36	179.00	179.00
AMAZON CAPITAL SERVICES	VALVE REPAIR DAM - SHALER PARK					
AMAZON CAPITAL SERVICES	ANKER 10 PORT	01/23/2025	1VDC-31KC-T	100-10-5153-3-38	39.99	39.99
AMAZON CAPITAL SERVICES	LABEL MAKER TAPE	01/23/2025	1DJ1-JQT9-M	100-10-5141-3-30	24.84	24.84
AMAZON CAPITAL SERVICES	CHAINSAW CHAIN GUIDE - REPAIR	01/23/2025	1F4J-3NMV-T	100-70-5411-3-36	18.84	18.84
AMAZON CAPITAL SERVICES	MONITOR STAND RISER	01/23/2025	11CF-7G49-3Y	100-10-5153-3-38	29.99	29.99
AMAZON CAPITAL SERVICES	WEBCAM	01/23/2025	1JL6-67DH-4L	100-10-5197-3-38	38.71	38.71
AMAZON CAPITAL SERVICES	WEBCAM	01/23/2025	16PC-WHKP-	100-10-5141-3-36	39.24	39.24
AMAZON CAPITAL SERVICES	OFFICE CHAIR (JR), AA BATTERIES	01/23/2025	17QY-P3PC-W	100-40-5211-3-30	201.07	201.07
AMAZON CAPITAL SERVICES	ANTI STATIC BAGS 5.9X7.87IN	01/23/2025	1DXH-LKFX-H	100-40-5213-3-38	15.19	15.19
AMAZON CAPITAL SERVICES	DOCKING STATION/MONITORS	01/23/2025	14RV-Y3GM-3	100-10-5153-3-38	232.47	232.47
AMAZON CAPITAL SERVICES	RADIO REPLACEMENT BATTERIES (3)	01/23/2025	1NPN-4KW7-	100-40-5212-3-38	111.75	111.75
Total AMAZON CAPITAL SERVICES:						2,223.06
ASCAP						
ASCAP	2025 MUSIC LIC FEE - 1/1/25 - 12/31/25	01/23/2025	1-16-25	100-20-5525-3-38	445.00	445.00
Total ASCAP:						445.00
AXLEY BRYNELSON LLP						
AXLEY BRYNELSON LLP	VANDE ZANDE VS CITY - ATTORNEY FEES - DEC 2024	01/23/2025	1007555	100-10-5194-3-38	2,125.00	2,125.00
Total AXLEY BRYNELSON LLP:						2,125.00
BADGER PEST CONTROL						
BADGER PEST CONTROL	PEST CONTROL COMMUNITY CENTER	01/23/2025	2096	100-20-5511-3-36	80.00	80.00
Total BADGER PEST CONTROL:						80.00
BATTERIES PLUS LLC						
BATTERIES PLUS LLC	BATTERIES - FD	01/23/2025	P79704919	100-50-5244-3-36	250.56	250.56
BATTERIES PLUS LLC	BATTERY - FD	01/23/2025	P79705015	100-50-5244-3-36	7.95	7.95
Total BATTERIES PLUS LLC:						258.51
BOND TRUST SERVICES CORPORATION						
BOND TRUST SERVICES CORPORATI	PAYING AGENCY FEE 2020A	01/23/2025	93398	300-10-5943-6-00	400.00	400.00
BOND TRUST SERVICES CORPORATI	PAYING AGENT FEE 2021A	01/23/2025	93399	300-10-5943-6-00	400.00	400.00
Total BOND TRUST SERVICES CORPORATION:						800.00

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
BOUND TREE MEDICAL LLC	EMS SUPPLIES	01/23/2025	85622751	100-50-5231-3-38	393.29	393.29
Total BOUND TREE MEDICAL LLC:						393.29
BROWN CAB SERVICE INC	DECEMBER 2024 TAXI SERVICES	01/23/2025	5400	501-10-5154-3-38	11,776.02	11,776.02
Total BROWN CAB SERVICE INC:						11,776.02
CHAD NAVIS CONSTRUCTION	GRIND MASONRY JOINTS & TUCKPOINT EXTERIOR WALL 2ND STORY FACING MAIN ST @ CITY HALL	01/23/2025	12-20-24	100-70-5410-3-36	750.00	750.00
Total CHAD NAVIS CONSTRUCTION:						750.00
CHARTER COMMUNICATIONS	ACCT# 171153401 - PD - INTERNET - SERVS 1-1-25 TO 1-31-25	01/23/2025	171153401-JA	100-40-5211-3-38	490.00	490.00
CHARTER COMMUNICATIONS	ACCT# 171154501 - PD - TV - SERVS 1-1-25 TO 1-31-25	01/23/2025	171154501-JA	100-40-5211-3-38	71.51	71.51
CHARTER COMMUNICATIONS	AQUATIC CENTER	01/23/2025	171154201-JA	100-20-5523-3-38	114.97	114.97
CHARTER COMMUNICATIONS	GARAGE - TV, INTERNET	01/23/2025	171154001-JA	100-70-5412-3-38	204.49	204.49
CHARTER COMMUNICATIONS	CITY HALL - INTERNET	01/23/2025	171156301-JA	100-10-5197-3-31	149.98	149.98
CHARTER COMMUNICATIONS	NEW COMMUNITY CENTER	01/23/2025	241449301-JA	100-20-5511-3-38	104.99	104.99
CHARTER COMMUNICATIONS	LATE FEE	01/23/2025	84621-JAN25	100-10-5197-3-31	114.49	114.49
Total CHARTER COMMUNICATIONS:						1,250.43
CITIES AND VILLAGES MUTUAL INS	2025 WORKER'S COMP 1ST QUARTER - UTILITY PORTION	01/23/2025	2025Premium-	100-13850	104,504.97	104,504.97
Total CITIES AND VILLAGES MUTUAL INS:						104,504.97
CITRIX SYSTEMS INC	SHAREFILE	01/23/2025	440000945144	100-40-5211-3-38	1,728.00	1,728.00
Total CITRIX SYSTEMS INC:						1,728.00
CITY OF BEAVER DAM	EMS CALL 1-13-25	01/23/2025	22810	100-10-5255-3-38	860.00	860.00
CITY OF BEAVER DAM	EMS CALL 1-10-25	01/23/2025	22811	100-10-5255-3-38	860.00	860.00
Total CITY OF BEAVER DAM:						1,720.00
CIVIC SYSTEMS LLC	SEMI ANNUAL SERVICE & SUPPORT 1/1/25-6/30/25	01/23/2025	INV-02132	100-10-5141-3-38	8,084.00	8,084.00
Total CIVIC SYSTEMS LLC:						8,084.00
COLUMN SOFTWARE PBC	GENERAL LEGAL NOTICE - 2025 ASPHALT PAVING CONTRACT - ELM AVE, W BROWN, GRACE	01/23/2025	3EC85C3A-00	100-70-5420-3-35	180.27	180.27
COLUMN SOFTWARE PBC	PUBLIC NOTICE - NEWTON-ROCK RECONSTRUCTION	01/23/2025	3EC85C3A-00	100-70-5420-3-35	90.17	90.17
COLUMN SOFTWARE PBC	PUBLIC NOTICE - N MILL - FOND DU LAC ALLEY	01/23/2025	3EC85C3A-00	100-70-5420-3-35	84.43	84.43

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
COLUMN SOFTWARE PBC	GENERAL LEGAL NOTICE - ORD 2024-012	01/23/2025	3EC85C3A-00	100-10-5110-3-35	24.16	24.16
Total COLUMN SOFTWARE PBC:						379.03
CONTREE SPRAYER & EQUIPMENT	PARTS - REPLACE BRINE TANK & FITTINGS - 278-13	01/23/2025	83577	100-70-5435-3-36	2,566.21	2,566.21
Total CONTREE SPRAYER & EQUIPMENT:						2,566.21
CONWAY SHIELD	TURNOUT GEAR - (COAT/PANTS)	01/23/2025	0418181	410-50-5231-4-00	8,273.00	8,273.00
Total CONWAY SHIELD:						8,273.00
DAILY CITIZEN	ANNUAL SUBSCRIPTION - PD	01/23/2025	JAN2025-1	100-40-5211-3-38	415.49	415.49
DAILY CITIZEN	ANNUAL SUBSCRIPTION - CITY HALL	01/23/2025	JAN2025	100-10-5110-3-35	415.49	415.49
Total DAILY CITIZEN:						830.98
DESTINATION LAKE WINNEBAGO REGION	70% OF ROOM TAX - DECEMBER 2024	01/23/2025	December 202	430-70-5436-3-42	4,930.49	4,930.49
Total DESTINATION LAKE WINNEBAGO REGION:						4,930.49
DUMKE, GRAHAM	CLOTHING ALLOWANCE - DUMKE	01/23/2025	01222025	100-12634	23.19	23.19
DUMKE, GRAHAM	CLOTHING ALLOWANCE - DUMKE	01/23/2025	01222025 (2)	100-12634	106.56	106.56
Total DUMKE, GRAHAM:						129.75
ENERGITECH SERVICES LLC	ANNUAL LIFT INSPECTIONS - CITY GARAGE	01/23/2025	172225	100-70-5411-3-36	677.00	677.00
Total ENERGITECH SERVICES LLC:						677.00
FBINAA	2025 FBINAA WORKING DUES/WI CHAPTER DUES	01/23/2025	54753-2025	100-40-5211-3-34	115.00	115.00
Total FBINAA:						115.00
FIRE APPARATUS & EQUIPMENT INC	2028 ENFORCER TOWER FIRE TRUCK	01/23/2025	26452	410-50-5231-4-00	1,826,615.00	1,826,615.00
Total FIRE APPARATUS & EQUIPMENT INC:						1,826,615.00
FIRE SERVICE INC	FIREFIGHTER FLASHLIGHTS	01/23/2025	57297	100-50-5244-3-38	217.00	217.00
Total FIRE SERVICE INC:						217.00
FIRST-IN TRAINING LLC	ICE RESCUE TECHNICIAN REGISTRATION	01/23/2025	1-22-25	100-50-5244-3-38	150.00	150.00

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total FIRST-IN TRAINING LLC:						150.00
FOX COMPUTER & NETWORKING INC						
FOX COMPUTER & NETWORKING INC	UPS SHIPPING FEE	01/23/2025	339679	100-50-5244-3-33	14.80	14.80
FOX COMPUTER & NETWORKING INC	UPS SHIPPING FEE	01/23/2025	339690	100-50-5244-3-33	189.80	189.80
Total FOX COMPUTER & NETWORKING INC:						204.60
GANNETT WISCONSIN LOCALIQ						
GANNETT WISCONSIN LOCALIQ	NOTICE OF PUBLIC HEARING - PLAN COMMISSION	01/23/2025	0006831219	100-10-5110-3-35	93.34	93.34
Total GANNETT WISCONSIN LOCALIQ:						93.34
GORDON FLESCH CO INC						
GORDON FLESCH CO INC	RICOH IMC4500 - CITY HALL COLOR COPIER - 12/11/24 TO 01/12/25	01/23/2025	IN15001290	100-10-5141-3-36	109.00	109.00
Total GORDON FLESCH CO INC:						109.00
H & R SAFETY SOLUTIONS LLC						
H & R SAFETY SOLUTIONS LLC	GLOVES/LENS CLEANING TOWELETTES/WHITE CONSTRUCTION MARKING PAINT	01/23/2025	9172	100-70-5412-3-38	145.10	145.10
Total H & R SAFETY SOLUTIONS LLC:						145.10
HOLIDAY OUTDOOR DECOR						
HOLIDAY OUTDOOR DECOR	YELLOW REPLACEMENT LIGHTS FOR ANGELS	01/23/2025	INV18650	100-10-5534-3-38	242.00	242.00
Total HOLIDAY OUTDOOR DECOR:						242.00
IMAGETREND INC						
IMAGETREND INC	IMAGETREND CAD INTEGRATION	01/23/2025	PS-INV112906	100-50-5244-3-38	895.54	895.54
Total IMAGETREND INC:						895.54
INTERNATIONAL ASSOCIATION OF FIRE CHIEFS						
INTERNATIONAL ASSOCIATION OF FI	IAFA MEMBERSHIP 2025	01/23/2025	000278718	100-50-5244-3-34	245.00	245.00
INTERNATIONAL ASSOCIATION OF FI	IAFA MEMBERSHIP 2025	01/23/2025	000279287	100-50-5244-3-34	143.33	143.33
Total INTERNATIONAL ASSOCIATION OF FIRE CHIEFS:						388.33
J.F. AHERN CO						
J.F. AHERN CO	5 YEAR SPRINKLER INSPECTION LIBRARY	01/23/2025	705369	100-70-5410-3-36	895.00	895.00
Total J.F. AHERN CO:						895.00
KREITZMAN, TREVOR						
KREITZMAN, TREVOR	MEAL REIMURSEMENT - WLEEDA CONF	01/23/2025	01222025	100-40-5215-3-37	42.00	42.00
Total KREITZMAN, TREVOR:						42.00
LAPPEN SECURITY PRODUCTS						
LAPPEN SECURITY PRODUCTS	REPLACE PANEL BATTERY - SAFETY BUILDING	01/23/2025	LSPQ52000	100-70-5410-3-36	50.00	50.00

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total LAPPEN SECURITY PRODUCTS:						50.00
MADISON MEDIA PARTNERS						
MADISON MEDIA PARTNERS	PUBLIC WORKS & PLANNING COORDINATOR EMPLOYMENT AD	01/23/2025	228924-1	100-70-5420-3-35	108.15	108.15
Total MADISON MEDIA PARTNERS:						108.15
MARCO TECHNOLOGIES LLC						
MARCO TECHNOLOGIES LLC	KONICA MINOLTA C3001 COPIER - CONTRACT 1/1/25 TO 2/1/25, COLOR COPY OVERAGE	01/23/2025	546518549	100-40-5211-3-38	160.91	160.91
Total MARCO TECHNOLOGIES LLC:						160.91
MENARDS - BEAVER DAM						
MENARDS - BEAVER DAM	CEILING TILE - REPLACE OFFICE AREA @ CITY GARAGE	01/23/2025	68339	100-70-5412-3-36	175.85	175.85
MENARDS - BEAVER DAM	PARTS/SUPPLIES - ELEVATOR @ CITY HALL	01/23/2025	68422	400-10-5140-8-00	489.93	489.93
MENARDS - BEAVER DAM	ELECTRICAL CORDS FOR ELEVATOR REPLACEMENT	01/23/2025	68498	400-10-5140-8-00	38.24	38.24
MENARDS - BEAVER DAM	PARTS/SUPPLIES - REPLACE CEILINGS & PAINT OFFICE AREA @ CITY GARAGE	01/23/2025	68809	100-70-5412-3-36	314.37	314.37
MENARDS - BEAVER DAM	PARTS/SUPPLIES - REPLACE LEAKING SINK & COUNTER TOP @ CITY GARAGE	01/23/2025	68901	100-70-5412-3-36	218.43	218.43
MENARDS - BEAVER DAM	PARTS/SUPPLIES - ELEVATOR @ CITY HALL	01/23/2025	68909	400-10-5140-8-00	35.23	35.23
MENARDS - BEAVER DAM	PARTS/SUPPLIES - ELEVATOR @ CITY HALL	01/23/2025	69078	400-10-5140-8-00	308.67	308.67
Total MENARDS - BEAVER DAM:						1,580.72
MID-STATES ORGANIZED CRIME INF						
MID-STATES ORGANIZED CRIME INF	2025 ANNUAL MEMBERSHIP FEE (11-25 FT SWORN)	01/23/2025	0251866-IN	100-40-5211-3-34	150.00	150.00
Total MID-STATES ORGANIZED CRIME INF:						150.00
MILTON PROPANE INC						
MILTON PROPANE INC	PROPANE FOR FORK LIFT	01/23/2025	U016A639	100-70-5411-3-38	147.14	147.14
Total MILTON PROPANE INC:						147.14
MISSION SQUARE						
MISSION SQUARE	2024 SICK LEAVE PAYOUT TO ICMA	01/14/2025	1-14-25	100-70-5420-2-24	29,416.95	29,416.95
Total MISSION SQUARE:						29,416.95
MPIC						
MPIC	2025 PROPERTY INSURANCE	01/23/2025	1172025	100-10-5194-3-38	42,563.00	42,563.00
Total MPIC:						42,563.00
MSA PROFESSIONAL SERVICES INC						
MSA PROFESSIONAL SERVICES INC	WILSON & SHALER DRIVE EXTENSION PROJECT	01/23/2025	012456	419-70-5436-8-00	420.00	420.00
MSA PROFESSIONAL SERVICES INC	DOLLAR GENERAL ANNEXATION	01/23/2025	12455	100-70-5420-3-38	8,440.00	8,440.00

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total MSA PROFESSIONAL SERVICES INC:						8,860.00
O'REILLY AUTOMOTIVE INC						
O'REILLY AUTOMOTIVE INC	598 MAINTENANCE	01/23/2025	2391-170513	100-50-5230-3-36	23.77	23.77
O'REILLY AUTOMOTIVE INC	HYD FILTER - 152-20	01/23/2025	2391-171246	100-70-5411-3-36	25.73	25.73
Total O'REILLY AUTOMOTIVE INC:						49.50
PAYMENT SERVICE NETWORK INC						
PAYMENT SERVICE NETWORK INC	CITY OF WAUPUN CLINIC PAYMENTS - 12/1/24-12/31/24	01/14/2025	305452	100-10-5256-3-38	10.50	10.50
Total PAYMENT SERVICE NETWORK INC:						10.50
PETERSEN, JENNIFER						
PETERSEN, JENNIFER	MILEAGE - DODGE - P/U ABSENTEE BALLOTS FOR SPRING PRIM 2-18-25	01/23/2025	1-22-25	100-10-5142-3-37	28.00	28.00
Total PETERSEN, JENNIFER:						28.00
PETTY CASH-CITY HALL						
PETTY CASH-CITY HALL	DODGE CTY - MILEAGE - FILE VANDEHOLSTEIN ANNEXATION	01/23/2025	1-22-25	100-10-5110-3-38	53.80	53.80
Total PETTY CASH-CITY HALL:						53.80
ROCK RIVER STORMWATER GROUP						
ROCK RIVER STORMWATER GROUP	2025 STORMWATER MEMBERSHIP DUES	01/23/2025	2025	700-10-5192-3-39	5,000.00	5,000.00
Total ROCK RIVER STORMWATER GROUP:						5,000.00
RUBAYIZA, FRANCOISE						
RUBAYIZA, FRANCOISE	REFUND OVERPAYMENT 2024 REAL ESTATE TAX	01/23/2025	1-14-25	100-13850	190.50	190.50
Total RUBAYIZA, FRANCOISE:						190.50
SABEL MECHANICAL						
SABEL MECHANICAL	GATE VALVE DAM REPAIR	01/23/2025	241004	700-10-5192-3-36	8,671.84	8,671.84
Total SABEL MECHANICAL:						8,671.84
SAN-A-CARE INC						
SAN-A-CARE INC	BUILDING SUPPLIES	01/23/2025	639309	100-70-5410-3-38	289.28	289.28
Total SAN-A-CARE INC:						289.28
SCHLIEVE, KATHY						
SCHLIEVE, KATHY	ECONOMIC DEVELOPMENT - TRAVEL - 2024	01/23/2025	1-22-25	100-80-5670-3-37	1,214.71	1,214.71
Total SCHLIEVE, KATHY:						1,214.71
SHERWIN WILLIAMS						
SHERWIN WILLIAMS	PAINT - PAINT OFFICE @ CITY GARAGE	01/23/2025	6617-1	100-70-5412-3-36	117.33	117.33
SHERWIN WILLIAMS	PAINT - BREAKROOM @ CITY GARAGE	01/23/2025	6741-9	100-70-5412-3-36	101.16	101.16

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total SHERWIN WILLIAMS:						218.49
SIRCHIE ACQUISITION COMPANY LLC						
SIRCHIE ACQUISITION COMPANY LL	BUCCAL SWAB KITS	01/23/2025	0677802-IN	100-40-5213-3-38	29.70	29.70
Total SIRCHIE ACQUISITION COMPANY LLC:						29.70
SPEED NEEDLES CUSTOM EMBROIDERY						
SPEED NEEDLES CUSTOM EMBROID	DEPARTMENT APPAREL	01/23/2025	7907Holiday	100-50-5231-3-38	4,936.00	4,936.00
Total SPEED NEEDLES CUSTOM EMBROIDERY:						4,936.00
SSM HEALTH LABORATORIES						
SSM HEALTH LABORATORIES	LEGAL BLOOD DRAWS - DECEMBER 2024	01/23/2025	4611153	100-40-5213-3-38	40.00	40.00
Total SSM HEALTH LABORATORIES:						40.00
TIMOTHY S HAMMES						
TIMOTHY S HAMMES	ANNUAL INSPECTION OF FIRE SUPPRESSION SYSTEM FOR FRYER	01/23/2025	43200	100-70-5410-3-36	140.00	140.00
TIMOTHY S HAMMES	EXTINGUISHER RECHARGE - FD	01/23/2025	43236	100-50-5232-3-36	43.00	43.00
Total TIMOTHY S HAMMES:						183.00
TOP PACK DEFENSE						
TOP PACK DEFENSE	CLOTHING ALLOWANCE - KNUDSON	01/23/2025	14992	100-12634	309.98	309.98
TOP PACK DEFENSE	CLOTHING ALLOWANCE - ROBERTS	01/23/2025	15147	100-12634	71.98	71.98
Total TOP PACK DEFENSE:						381.96
TORRES TREE SERVICE						
TORRES TREE SERVICE	REMOVE TREE ALONG HARRIS CREEK	01/23/2025	123456	100-70-5443-3-38	3,000.00	3,000.00
Total TORRES TREE SERVICE:						3,000.00
TRESTER HOIST & EQUIPMENT INC						
TRESTER HOIST & EQUIPMENT INC	ANNUAL CRANE INSPECTION	01/23/2025	0732472-IN	100-70-5411-3-36	1,555.00	1,555.00
Total TRESTER HOIST & EQUIPMENT INC:						1,555.00
TRUCK EQUIPMENT INC						
TRUCK EQUIPMENT INC	POLY FENDER FOR 39-25 NEW TRUCK	01/23/2025	1130234-00	410-70-5412-4-00	157.96	157.96
Total TRUCK EQUIPMENT INC:						157.96
UNIVERSAL TRUCK EQUIPMENT						
UNIVERSAL TRUCK EQUIPMENT	PARTS/SUPPLIES - REPLACE PLOW LIFT CYLINDER 3-08	01/23/2025	64582	100-70-5411-3-36	719.25	719.25
Total UNIVERSAL TRUCK EQUIPMENT:						719.25
VANDEZANDE & KAUFMAN, LLP						
VANDEZANDE & KAUFMAN, LLP	ATTORNEY FEES ECONOMIC DEVELOPMENT	01/23/2025	DEC2024	419-70-5435-3-39	7,525.00	7,525.00

Payee	Description	Check Issue Date	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total VANDEZANDE & KAUFMAN, LLP:						7,525.00
WALMART COMMUNITY/CAPITAL ONE						
WALMART COMMUNITY/CAPITAL ON	CHRISTMAS DECORATIONS	01/23/2025	1-16-25/1	100-20-5511-3-38	86.94	86.94
WALMART COMMUNITY/CAPITAL ON	NEW YEARS EVE PARTY SUPPLIES	01/23/2025	1-16-25	100-20-5511-3-38	95.80	95.80
Total WALMART COMMUNITY/CAPITAL ONE:						182.74
WAUPUN AREA SCHOOL DISTRICT						
WAUPUN AREA SCHOOL DISTRICT	2024 MOBILE HOME FEE ALLOCATION	01/23/2025	192025	100-41-4114-0-00	11,930.55	11,930.55
Total WAUPUN AREA SCHOOL DISTRICT:						11,930.55
WAUPUN CITY OF SCULPTURE						
WAUPUN CITY OF SCULPTURE	ICE SHELF SPONSOR FOR WAUPUN ICEFEST 2025	01/23/2025	000005	430-70-5436-3-40	5,000.00	5,000.00
Total WAUPUN CITY OF SCULPTURE:						5,000.00
WAUPUN UTILITIES						
WAUPUN UTILITIES	MONTHLY UTILITY CHARGES	01/23/2025	DEC2024	100-50-5251-3-32	26,020.22	26,020.22
WAUPUN UTILITIES	TRAFFIC SIGNAL MAINT - 2024	01/23/2025	6319	100-70-5441-3-36	145.56	145.56
WAUPUN UTILITIES	PARK LIGHT MAINT - 2024	01/23/2025	6320	100-70-5410-3-36	1,304.51	1,304.51
WAUPUN UTILITIES	TENNIS COURT/BALL PARK LIGHTS - 2024	01/23/2025	6321	100-20-5525-3-32	1,455.05	1,455.05
Total WAUPUN UTILITIES:						28,925.34
WI CITY/COUNTY MANGEMENT ASC						
WI CITY/COUNTY MANGEMENT ASC	SCHLIEVE WCMA MEMBERSHIP 2025	01/23/2025	1-22-25	100-10-5191-3-34	179.77	179.77
Total WI CITY/COUNTY MANGEMENT ASC:						179.77
WI DEPART OF JUSTICE						
WI DEPART OF JUSTICE	TIME SYSTEM-QUARTERLY BILLING 1/1/25-3/31/25	01/23/2025	455TIME-0000	100-40-5212-3-38	371.25	371.25
Total WI DEPART OF JUSTICE:						371.25
WI DEPT OF REVENUE						
WI DEPT OF REVENUE	WI MONTHLY STATE TAX - POOL	01/14/2025	1-14-25	100-46-4676-0-00	50.50	50.50
Total WI DEPT OF REVENUE:						50.50
WOLVERINE FIREWORKS DISPLAY INC						
WOLVERINE FIREWORKS DISPLAY IN	CELEBRATE WAUPUN 2025 - DOWNPAYMENT	01/23/2025	1-17-25	100-10-5534-3-38	7,500.00	7,500.00
Total WOLVERINE FIREWORKS DISPLAY INC:						7,500.00
Grand Totals:						2,155,493.66

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-10-5110-3-35	532.99	.00	532.99
100-10-5110-3-38	53.80	.00	53.80
100-10-5141-2-24	3,823.34	.00	3,823.34
100-10-5141-3-30	24.84	.00	24.84
100-10-5141-3-36	148.24	.00	148.24
100-10-5141-3-38	8,084.00	.00	8,084.00
100-10-5142-3-37	28.00	.00	28.00
100-10-5153-3-38	302.45	.00	302.45
100-10-5161-3-38	2,445.00	.00	2,445.00
100-10-5191-3-34	179.77	.00	179.77
100-10-5191-3-37	268.00	.00	268.00
100-10-5194-3-38	104,197.67	.00	104,197.67
100-10-5195-3-38	224.57	.00	224.57
100-10-5196-3-38	14,811.32	.00	14,811.32
100-10-5197-3-31	163.93	.00	163.93
100-10-5197-3-38	38.71	.00	38.71
100-10-5255-3-38	1,720.00	.00	1,720.00
100-10-5256-3-38	10.50	.00	10.50
100-10-5534-3-38	7,742.00	.00	7,742.00
100-12634	511.71	.00	511.71
100-13850	30,255.44	4.99-	30,250.45
100-20-5511-3-32	1,216.62	.00	1,216.62
100-20-5511-3-36	80.00	.00	80.00
100-20-5511-3-38	287.73	.00	287.73
100-20-5512-3-32	88.08	.00	88.08
100-20-5513-3-32	376.64	.00	376.64
100-20-5523-3-32	920.70	.00	920.70
100-20-5523-3-38	114.97	.00	114.97
100-20-5525-3-32	3,558.84	.00	3,558.84
100-20-5525-3-38	445.00	.00	445.00
100-21100	4.99	267,898.61-	267,893.62-
100-40-5211-2-24	19,897.20	.00	19,897.20
100-40-5211-3-30	201.07	.00	201.07
100-40-5211-3-32	870.45	.00	870.45
100-40-5211-3-34	265.00	.00	265.00
100-40-5211-3-38	2,865.91	.00	2,865.91
100-40-5212-3-38	483.00	.00	483.00
100-40-5213-3-38	84.89	.00	84.89
100-40-5215-3-37	42.00	.00	42.00
100-41-4114-0-00	11,930.55	.00	11,930.55
100-46-4676-0-00	50.50	.00	50.50
100-50-5230-3-36	23.77	.00	23.77
100-50-5230-3-38	25.50	.00	25.50
100-50-5231-3-32	514.58	.00	514.58
100-50-5231-3-38	5,329.29	.00	5,329.29
100-50-5232-3-36	43.00	.00	43.00
100-50-5244-3-33	204.60	.00	204.60
100-50-5244-3-34	388.33	.00	388.33
100-50-5244-3-36	258.51	.00	258.51
100-50-5244-3-38	1,262.54	.00	1,262.54
100-50-5251-3-32	16.00	.00	16.00
100-70-5410-3-32	6,473.91	.00	6,473.91
100-70-5410-3-36	3,436.50	.00	3,436.50
100-70-5410-3-38	289.28	.00	289.28
100-70-5411-3-36	2,995.82	.00	2,995.82
100-70-5411-3-38	147.14	.00	147.14
100-70-5412-3-32	1,086.78	.00	1,086.78
100-70-5412-3-36	1,922.12	.00	1,922.12

GL Account	Debit	Credit	Proof
100-70-5412-3-38	349.59	.00	349.59
100-70-5420-2-24	1,934.02	.00	1,934.02
100-70-5420-3-35	463.02	.00	463.02
100-70-5420-3-38	3,990.00	.00	3,990.00
100-70-5435-3-36	2,566.21	.00	2,566.21
100-70-5441-3-32	229.59	.00	229.59
100-70-5441-3-36	145.56	.00	145.56
100-70-5442-3-32	10,510.81	.00	10,510.81
100-70-5443-3-38	3,000.00	.00	3,000.00
100-80-5670-3-37	946.71	.00	946.71
210-21100	.00	4,828.09-	4,828.09-
210-60-5511-2-24	3,278.88	.00	3,278.88
210-60-5511-3-32	1,549.21	.00	1,549.21
300-10-5943-6-00	800.00	.00	800.00
300-21100	.00	800.00-	800.00-
400-10-5140-8-00	872.07	.00	872.07
400-21100	.00	872.07-	872.07-
405-21100	.00	27.99-	27.99-
405-70-5436-3-38	27.99	.00	27.99
410-21100	.00	1,835,045.96-	1,835,045.96-
410-50-5231-4-00	1,834,888.00	.00	1,834,888.00
410-70-5412-4-00	157.96	.00	157.96
419-21100	.00	5,500.00-	5,500.00-
419-70-5435-3-39	5,080.00	.00	5,080.00
419-70-5436-8-00	420.00	.00	420.00
430-21100	.00	9,930.49-	9,930.49-
430-70-5436-3-40	5,000.00	.00	5,000.00
430-70-5436-3-42	4,930.49	.00	4,930.49
501-10-5154-3-38	11,776.02	.00	11,776.02
501-21100	.00	11,776.02-	11,776.02-
700-10-5190-2-24	483.51	.00	483.51
700-10-5192-3-32	35.07	.00	35.07
700-10-5192-3-36	8,850.84	.00	8,850.84
700-10-5192-3-39	5,000.00	.00	5,000.00
700-10-5192-8-00	4,450.00	.00	4,450.00
700-21100	.00	18,819.42-	18,819.42-
Grand Totals:	<u>2,155,503.64</u>	<u>2,155,503.64-</u>	<u>.00</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"

Invoice.Batch = "A-2024","2024","2025"



AGENDA SUMMARY SHEET

MEETING DATE: 1/28/25

TITLE: License & Permit Applications; Expenses

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Angela Hull, Clerk

FUTURE MEETINGS

Tuesday, February 11, 2025	Common Council	6:00PM
Tuesday, February 25, 2025	Committee of the Whole	5:30PM
Tuesday, March 11, 2025	Common Council	6:00PM
Tuesday, March 25, 2025	Committee of the Whole	5:30PM
Tuesday, April 8, 2025	Common Council	6:00PM
Tuesday, April 15, 2025	Re-Organizational Meeting	5:30PM
Tuesday, April 29, 2025	Committee of the Whole	5:30PM

LICENSE/PERMIT APPLICATIONS

Temporary Class B – Waupun Hockey Assoc. 2/14/25 Waupun Vs Beaver Dam Alumni Game; 510 E Spring St. Waupun

RECOMENDED MOTION:

Motion to approve the license, permits and expenses.

Supporting information for Test Year 2025 Wastewater Rate Analysis

1. New Mandatory Ultra-Low Phosphorus Effluent Limits

- **Environmental Regulations:** New, mandatory strict phosphorus effluent limits are being implemented from the US EPA and WDNR to protect water quality and meet federal and state environmental standards. Achieving these ultra-low phosphorus levels requires new, advanced treatment technology and additional operational adjustments. The new system meets current PFAS testing requirements as well as future mandates including low ammonia effluent limits.
- **Compliance Costs:** Meeting these new regulatory standards require investments in specialized equipment, enhanced monitoring, and potentially more chemicals, all of which add to operational expenses.
- **Avoiding Penalties:** Failure to meet these standards could result in hefty fines and penalties, further emphasizing the need to ensure compliance.
- **Waupun is one of the first communities to have this new requirement since we are at the headwaters of the Rock River.** Other communities will experience similar regulations in the near future.

2. Ensuring System Reliability and Resilience

- **Maintaining Service:** The collection system and treatment facility are critical to daily operations and quality of life. Increasing rates ensures continued reliability of service, including the ability to respond to unexpected challenges or emergencies (e.g., flooding, infrastructure breakdowns).
- **Resilience Against Future Challenges:** Inflation, regulatory changes, and environmental demands will continue to evolve, requiring a robust and adaptable system. Rate increases are necessary to build resilience into the system to meet future challenges head-on.
- **Redundancy/Security:** Installed new grant funded emergency backup generator, security camera system, and perimeter security fencing.

3. Protecting Public Health and the Environment

- **Preserving Water Quality:** The primary goal of the collection and treatment systems is to protect public health and the environment. Investments in infrastructure, chemical treatments, energy efficiency, and regulatory compliance are necessary to safeguard water quality and ensure safe, clean effluent for discharge to the waterway.
- **Avoiding Future Costs:** Proactively addressing these challenges will help avoid more costly emergency repairs, system failures, and potential environmental damage in the future.

4. Leveraging Resources

- **Funding Opportunities Utilized:** The U.S. Department of Agriculture supports the use of Advanced Biological Nutrient Recovery (ABNR) system in Waupun to achieve the ultra-low phosphorus effluent levels. The support included \$9,500,000 in grant funds, and 1.125% low interest loans to cover the cost of replacing ageing infrastructure, and investing in new technology to ensure permit compliance.

5. Escalating External Energy Costs

- **Power for Operations:** The energy required to operate pumps, treatment facilities, and other critical equipment has risen considerably due to the increased cost of electricity and natural gas. The cost of energy from external, non-Waupun Utilities services has risen drastically in recent years.
- **Energy Efficiency and Sustainability:** While investments are being made to improve energy efficiency, these improvements take time and capital. The rate increase will help fund both immediate operational needs and long-term energy-saving initiatives.

6. Rising Inflation Impacting Capital Projects

- **Inflationary Pressures:** Over the past few years, inflation has significantly increased the cost of materials, labor, and construction for capital improvement projects. This affects the ability to maintain, upgrade, and replace aging infrastructure, which is essential for maintaining system reliability and preventing costly repairs in the future.
- **Long-Term Investment:** The sewer system requires ongoing investment to keep up with the growing population and demand, as well as to meet environmental standards. A rate increase ensures the necessary funding for long-term infrastructure sustainability.

7. Increasing Chemical Costs

- **Essential Treatment Chemicals:** The cost of chemicals used in wastewater treatment processes, including those for disinfection and nutrient removal, has risen significantly due to global supply chain issues, energy price increases, and market volatility.
- **Maintaining Treatment Efficiency:** To ensure the treatment process meets environmental and regulatory standards, these chemicals are essential. Higher costs mean additional financial strain, which must be addressed through increased revenue from sewer rates.

8. Loss of Revenue

- **Major Contributing Industries:** The sewer collection system and treatment facility are designed and built to have the capacity to accept flows from the community, commercial, industrial, and public authority customers. Since 2020, the largest customers have drastically reduced their flows to the system, resulting in a decrease of revenue. Meanwhile, the costs to maintain the capacity of both the collection system and treatment facility have remained, leading to a depletion of internal cash reserves.

9. Community Impact

- Waupun Sewer Utility would still maintain competitive sewer rates after the proposed rate increase as shown below.
- Waupun is one of the first sewer utilities to address the new ultra-low phosphorus limits and therefore the rates of many communities in the graph below are not reflective of the new requirements.



10. Biomass Revenues

- The potential for future biomass revenues may offset some of the cost increases included in the sewer rate study.