



A G E N D A
CITY OF WAUPUN BOARD OF PUBLIC WORKS
Waupun City Hall – 201 E. Main Street, Waupun WI
Tuesday, October 14, 2025 at 4:30 PM

VIRTUAL AND TELECONFERENCE ACCESS AVAILABLE

Virtually:

<https://us02web.zoom.us/j/81987138114?pwd=jmbyz8Ck1Pdb9Bh58wB99oGOinRW9y.1>

Teleconference:

312 626 6799

Meeting ID: 819 8713 8114

Passcode: 359980

CALL TO ORDER

ROLL CALL

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

No Public Participation after this point.

FUTURE MEETINGS AND GATHERING INVOLVING THE BOARD OF PUBLIC WORKS

1. Next Regularly Scheduled Meeting: Tuesday, November 11, 2025, 4:30 p.m. Waupun City Hall, 201 E Main Street, Waupun, WI

CONSIDERATION - ACTION

- [2.](#) Minutes from September 9, 2025 Board of Public Works Meeting
- [3.](#) Traffic Logix Cloud Data for Radar Speed Sign
- [4.](#) Relocate Armed Service Branch Flagpoles
- [5.](#) Engineering agreement with Cedar Corporation for Library Elevator Modernization Project

DISCUSSION

- [6.](#) Tariff Impact Fee 2026 Dump Truck
- [7.](#) Alley project between Mill St. and Fond du lac St. on the N. side of Main St.
- [8.](#) Department Report for September

ADJOURNMENT

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



MINUTES
CITY OF WAUPUN BOARD OF PUBLIC WORKS
Waupun City Hall – 201 E. Main Street, Waupun WI
Tuesday, September 09, 2025 at 4:30 PM

Chairman Siebers called meeting to order at 4:31pm.

ROLL CALL

Members present include: Alderpersons: Dan Siebers, Michael Matoushek, Bobbi Jo Kunz. Citizens: Andrew Sullivan. Ex Officio: DPW Director Jeff Daane. Also in attendance: Mayor Rohn Bishop. Absent and Excused: Dale Heeringa, Dave Rens.

PERSONS WISHING TO ADDRESS THE BOARD OF PUBLIC WORKS

No persons wishing to address the Board of Public Works

FUTURE MEETINGS AND GATHERING INVOLVING THE BOARD OF PUBLIC WORKS

Next Regularly Scheduled Meeting: Tuesday, October 14, 2025, 4:30 p.m. Waupun City Hall, 201 E Main Street, Waupun, WI

CONSIDERATION – ACTION

1. Prior Minutes

Motion Matoushek, second Sullivan to approve minutes from August 12, 2025 Board of Public Works Meeting. Carried unanimously.

2. Fall Yard Waste Pickup Dates

Daane presents the proposed Fall yard waste pickup dates starting October 6, 2025 – November 10, 2025, weather permitting. Every year the Fall & Spring yard waste pickup dates are scheduled to begin the week following bulk pickup and looking for staff to be able to set the Spring & Fall yard waste pickup dates. Motion Kunz, second Matoushek. Carried unanimously.

3. Update to Ordinance 10.15 Collection of Recyclable Material

Each year the city applies for a recycling grant and to be in compliance we need to update our recycling ordinance by early 2026. Since there were so many changes, the recycling ordinance was completely recreated to reflect the new changes. Motion Siebers, second Matoushek to recommend to council. Carried unanimously.

DISCUSSION

4. Department Report for August

Daane reviews monthly report for August that gives a breakdown for total number of work orders, hours for each work order, and total costs associated.

ADJOURNMENT

Motion Kunz, second Matoushek to adjourn this meeting at 4:44pm. Carried unanimously.



MEETING DATE: 10/14/2025

TITLE: Radar speed sign cloud renewal access

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Jeff Daane, Public Works Director

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
High Performance Government		

ISSUE SUMMARY:

We currently have one radar speed sign. The Waupun Police department has purchased another sign. The signs work great; it's just gathering the data that is a bit of an issue. We would like to try on one of the signs a cloud bases approach. If this works well, we will consider for both signs. Currently they are telling us we need to physically go and download the data every couple weeks for the data to be accurate. We have found this hard to do and very cumbersome

STAFF RECOMMENDATION:

Approve cloud quote with Traffic Logix

ATTACHMENTS:

Traffic Logix quote

RECOMMENDED MOTION:

Motion to approve the quote with Traffic Logic \$1,200.



Traffic Logix Corporation
3 Harriett Lane
Spring Valley, NY 10977 USA
Tel: (866) 915-6449
Fax: (844) 405-6449
www.trafficlogix.com

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Quote Number QUO-50110-W2S5R5
Created Date 9/29/2025
Expiration Date 12/31/2025
Prepared by Patrick Mathieu

QUOTATION

Contact: Jeff Daane
Phone: (920) 324-7918
Email: jeff@cityofwaupunwi.gov

City Of Waupun Police Department, WI
16 Main Street
Waupun, WI 53963-0232
US

Standard Features (Included)

- Cloud Renewal Access - Term indicated in years - Renewable on or before expiration

Special Notes

Term Length

December 2026 - 2029 (currently within included year with purchase of device until December 2026)

Device Serial Number

25090320

Quote Line Items – All Prices shown are in \$USD

Product	Product Code	Quantity	Sales Price	Total Price
Cloud Access-Radar Signs-LVL1-3Y- Renewal	WD-RFS-L1-3Y- R	1.00000	\$1,200.00	\$1,200.00

Totals

Subtotal \$1,200.00
Sales Tax (if applicable) \$0.00
Grand Total \$1,200.00

Terms: 1% - 10 days – Net 30

We also accept: MC - VISA – AMEX – Credit card payments over \$10K will include an additional 2% convenience fee.

IF TAX EXEMPT: Please Provide Tax Exempt Certificate with Order



Traffic Logix Corporation
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Fax: (844) 405-6449
www.trafficlogix.com

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Quote Number QUO-50110-W2S5R5
Created Date 9/29/2025
Expiration Date 12/31/2025
Prepared by Patrick Mathieu

Quote Acceptance Information

Signature _____
Name _____
Title _____
Date _____

Thank you for choosing Traffic Logix. Please sign and return to:

pmathieu@trafficlogix.com
Patrick Mathieu
Cloud Account Manager

Please complete to set up new account: <https://trafficlogix.com/business-application-form/>



WAUPUN
CITY OF SCULPTURE

AGENDA SUMMARY SHEET

MEETING DATE: 10/14/2025

TITLE: Relocate armed service branch flagpoles

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Jeff Daane, Public Works Director

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
High Performance Government	\$3248.80 paid for by ATC	

ISSUE SUMMARY:

While working on updating easements for all the electrical work for ATC they have brought to our attention that some of the flags at Shaler Park are in the easement. They have asked us to consider moving those flagpoles for safety reasons. I met Frank Mesa and Bob Patrollie at the park a few weeks ago and decided to find a new location. If we move forward with the work, they will allow us to keep and expand as needed the name walls. We will also be completely removing the arborvitae trees.

STAFF RECOMMENDATION:

Approve the fly me flag quote

ATTACHMENTS:

Fly Me Flag quote

RECOMMENDED MOTION:

Motion to approve the quote with Fly Me Flag for \$3,248.80



flymeflag.com

2190 S. Ashland Ave, Ste C
Green Bay, WI 54304

920.435.3524 custom@flymeflag.com

Estimate

Quote Number

Date

4191

9/24/2025

Name / Address

Waupun, City of
Shaler Park
400 N Madison St,
Waupun, WI 53963

Ship To

Waupun, City of
Shaler Park
400 N Madison St,
Waupun, WI 53963

Item	Description	Qty	Price Each	Amount
FMF-OTHER NON	Removal of 6 Flagpoles	1	450.00	450.00T
INSTALL/COMM	Installation for 6 Flagpoles	1	1,500.00	1,500.00T
EDE-SLEEVE/20'	2' PVC Ground Sleeve for ECSS20'	6	30.20	181.20T
CON-GB3	3" Gold Ball (If Needed)	6	35.00	210.00T
EDE-OT178BL	1-7/8" Black Truck/Outrigger Fits ECSS20 & ECSS25 Flagpoles (If Needed)	6	44.50	267.00T
RRU-MFP-SB-5/...	5/16" Black Poly Rope (Estimated)	240	0.50	120.00T
EDE-ESSZ	3-1/2" Nickel-Plated Zinc Swivel Snap	12	5.00	60.00T
EDE-EVC	Vinyl Snap Cover - Black	12	3.80	45.60T
MILEAGE	Round Trip Mileage	156	1.25	195.00T
SCH-128 3X5	3' X 5' New U.S. Air Force Flag	1	45.00	45.00T
DIS20	20% off - with Installation		-20.00%	-9.00
SCH-120 3X5	3' X 5' U.S. Army Flag	1	45.00	45.00T
DIS20	20% off - with Installation		-20.00%	-9.00
SCH-121 3X5	3' X 5' U.S. Navy Flag	1	45.00	45.00T
DIS20	20% off - with Installation		-20.00%	-9.00
SCH-123 3X5	3' X 5' U.S. Coast Guard Flag	1	45.00	45.00T
DIS20	20% off - with Installation		-20.00%	-9.00
SCH-124 3X5	3' X 5' U.S. Marine Corps Flag	1	45.00	45.00T
DIS20	20% off - with Installation		-20.00%	-9.00
SCH-126 3X5	3' X 5' U.S. Space Force Flag	1	50.00	50.00T
DIS20	20% off - with Installation		-20.00%	-10.00

Subtotal

\$3,248.80

Sales Tax (5.5%)

\$181.71

Quotes are valid for 30 days.

Total

\$3,430.51



AGENDA SUMMARY SHEET

MEETING DATE: 10/14/2025

TITLE: Waupun Library Elevator Modernizations

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Jeff Daane, Public Works Director

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
High Performance Government	\$25,550 Library Funded	

ISSUE SUMMARY:

The library elevator needs a modernization project as this elevator is aging. We have had some work done to it in the past but some of the components are becoming harder to find. Updating the elevator will replace some of those components and ensure that it continues to run properly and stays up to code.
This agreement will make sure the bid documents cover all the needed changes and that new codes are met.

STAFF RECOMMENDATION:

Accept the agreement with Cedar Corporation

ATTACHMENTS:

Agreement

RECOMMENDED MOTION:

Motion to approve the Waupun Library Elevator Modernization engineering agreement with Cedar Corporation form \$25,550 that the library will fund.

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

Authorization to Perform Professional Engineering Services

ARCHITECT/ENGINEER is hereby authorized to proceed with the project listed below.

Project: Waupun Library Elevator Modernization

Scope of Work: ARCHITECT/ENGINEER will complete Scope of Work as identified in Attachment A.

Method of Compensation: Work will be completed on a Lump Sum basis for \$25,550.

Additional Services: Additional Services that may be required and provided upon request of the CLIENT will be completed on an Hourly basis estimated as follows:

- Construction Administration: \$14,500

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

Timetable: Work will be completed in a timely manner to have project bid in early 2026.

THIS AGREEMENT is hereby approved and executed this ____ day of _____, 20__.

CITY OF WAUPUN

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

CEDAR CORPORATION

By: Kris Dressler

Name: Kris Dressler, RA

Title: Architect

By: Steve Hoecherl

Name: Steve Hoecherl

Title: Architectural Team Lead

Attachment A

Scope of Work

Project Understanding:

We understand the project consists of modernization of (1) elevator at the Waupun Public Library located at 123 S. Forest Street, Waupun, WI. The elevator is a hydraulic type elevator with 2,500-pound capacity, 100 feet per minute, and 2 landings. The elevator will be modernized as described in Otis HydroFit MOD dated 3/19/2025. The project will include any updates to machine-room air conditioning or ventilation, power, elevator smoke and heat detection, sprinkler, disconnects, grounding, emergency communications, and sump pump updates.

Scope of Services:

ARCHITECT/ENGINEER will complete the following Scope of Services for the Project, as follows.

I. Analysis

- a. Kick-Off Meeting with the Designated Staff to review project scope, schedule, and budget.
- b. Site Documentation:
 - Examine current conditions of the building's elevator and associated electrical power, HVAC, smoke and heat detection, and sprinkler systems.

II. Design

- a. Design:
 - Design Documents including the following:
 - Staging Plan
 - Demolition Plan
 - Modernization Plan
 - Details
 - Mechanical Plans
 - Electrical/Fire Alarm Plans
 - Outline Specifications
 - (1) Meeting with the Designated Staff to review design, gain feedback, evaluate staging, phasing, and occupant impacts, etc.
 - Revisions to Design Documents per the Designated Staff comments and/or additional requirements.
 - Deliverables
 - Provide staging layout, demolition plan, modernization plan, details, mechanical plan, electrical/fire alarm plans, and outline specifications of the facility.
- b. Cost Analysis:
 - Assist Designated Staff with probable construction cost estimates.

III. Construction Documents

a. Architectural, Mechanical, and Electrical Design:

- Plans and design documentation required for bidding and construction of the project including but not limited to the following items: Staging plan, Demolition plan, Modernization plan, Details, Mechanical Plans, and Electrical/Fire Alarm Plans as necessary for a complete set of construction documents.
- Full specification manual.

IV. Bidding

a. Bidding and Negotiation:

- Assemble and provide plans and specifications as necessary for bid package.
- Conduct (1) pre-bid conference.
- Address bidding questions.
- Prepare bidding addendums.
- Conduct (1) electronic bid opening

V. Additional Services:

a. Construction Administration

- Construction Administration:
 - Attend (1) preconstruction meeting.
 - Shop Drawing Review.
 - Answer questions during the construction process.
 - Bi-weekly Job Site Observations.
 - Attend bi-weekly Construction Progress Meetings.
 - Review and Recommend Applications for Payment.
 - Review Change Orders.
 - Complete Final Inspection and draft a punch list.
 - Review and recommend final payment request.

VI. Services Not Included

a. The following services are typically not included but could be added if you would like

- Plan reproduction.
- Building Model.
- Elevator Commissioning.
- State approval plans

Attachment C - Standard Conditions

PART I - DESCRIPTION OF SERVICES

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

PART II - CLIENT'S RESPONSIBILITIES

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

2.1 INFORMATION/REPORTS

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

2.2 REPRESENTATIVE

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

2.3 GIVE NOTICE

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

PART III - BILLING, AND PAYMENT

- 3.1** Cedar Corporation will periodically bill the client with net payment due in 30 days. Unless Client provides Cedar

Corporation with a written objection to the bill within 15 days of receipt, Client shall be deemed to accept the bill as submitted.

- 3.2** Where Client disputes some portion of the charges contained in Cedar Corporation's bill for services, he shall make payment of that portion of the bill which is undisputed. In no case may Client elect to withhold payment to Cedar Corporation of the entire amount due.
- 3.3** If Client fails to make any payment due Cedar Corporation for services and expenses after receipt of Cedar Corporation's bill therefore, the amounts due Cedar Corporation shall bear interest from invoice date at the rate set forth in this agreement, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of Cedar Corporation. In addition Cedar Corporation may, after giving ten (10) days written notice to Client, suspend services under this agreement until paid in full all amounts due under this agreement. In the event Client does not pay, or does not pay timely, Cedar Corporation shall be entitled to collect from Client all amounts due plus expenses, including but not limited to attorney fees, incurred by Cedar Corporation in connection with collection efforts, in addition, the reasonable value of Cedar Corporation's time spent in connection with collection efforts, computed at Cedar Corporation's prevailing fee schedule.

PART IV - STANDARD TERMS AND CONDITIONS

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

objected to by Cedar Corporation.

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

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

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

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

Also, this Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar day's

written notice of intent to terminate and an opportunity for correcting the default and for consultation with the terminating party before termination. If Cedar Corporation terminates as a result of Client default or the Client terminates for cause, Cedar Corporation shall be paid for services performed to the termination date including reimbursable expenses due. Upon receipt of the terminating action, Cedar Corporation shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to Client all appropriate documents prepared under the Agreement whether completed or in process.

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

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

the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

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

Corporation harmless from any claims resulting from performance of municipal services by persons other than Cedar Corporation.

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

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

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

To the fullest extent permitted by law, Cedar Corporation's total liability to Client and anyone claiming by, through, or under

Client for any cost, loss, or damages caused in part by the negligence of Cedar Corporation and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Cedar Corporation's negligence bears to the total negligence of Client, Cedar Corporation, and all other negligent entities and individuals.

4.11 HAZARDOUS MATERIAL. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Cedar Corporation and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Project scope of work. Cedar Corporation agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transporting or storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize Cedar Corporation to execute such documents as Client's agent. Client waives any claim against Cedar Corporation and agrees to defend, indemnify, and save Cedar Corporation harmless from any claim or liability for injury or loss arising from Cedar Corporation's discovery of unanticipated hazardous materials or suspected hazardous materials.

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

4.13 REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration

of such documents or deliverables without written verification or adaptation by Cedar Corporation for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is discovered within such thirty (30) day period it shall be corrected at no additional cost to Client. Following the expiration of this thirty (30) day period, Client shall bear all responsibility for the care, custody and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless Cedar Corporation from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client. Cedar Corporation agrees that all plans, engineering designs, electronic and computer data and imagery relating to Client's projects are the property of the Client and shall be presented to Client at no additional cost upon written request.

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

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

any permitted assigns.

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

4.17 NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

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

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

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

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



WAUPUN
CITY OF SCULPTURE

AGENDA SUMMARY SHEET

MEETING DATE: 10/14/2025

TITLE: Tariff Impact Fee update for CY25 and CY26
(New dump truck ordered for 2026)

AGENDA SECTION: DISCUSSION ONLY

PRESENTER: Jeff Daane, Public Works Director

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
High Performance Government	\$1,500	

ISSUE SUMMARY:

We have been notified by the truck supplier that there will be a \$1,500 tariff impact fee for our new truck. We just want to pass this along to keep you informed.

STAFF RECOMMENDATION:

ATTACHMENTS:

Dalmer Truck letter

RECOMMENDED MOTION:

DAIMLER TRUCK

North America

August 14, 2025

Subject: **Tariff Impact Fee Update for Remaining of CY25 and CY26**

US & Canada Freightliner & Western Star Valued Dealers,

As Daimler Truck North America (DTNA) continues to navigate the evolving tariff landscape, we remain committed to providing transparency and guidance to you and our mutual customers. Tariffs related to non-USMCA compliant materials, including steel, aluminum, and other global imports, continue to impact our operations.

We would like to share the following updates regarding the previously announced tariff plan:

1. CY25 November and December Builds:

For units built between November 3rd and December 31st 2025 with a RDD of 12/1/25 through 1/31/26, the following tariff impact fees will apply:

- Cascadia, Fifth Gen, 57X, 49X, and 47X: **\$3,000**
- M2 106, M2 112, 114SD, and 108SD: **\$1,500**

As a reminder, the last day to order for CY25/MY26 is **October 17th (subject to change based on availability)**.

2. CY26 Builds / MY27 orders:

For CY26/MY27 orders, the same tariff impact fees will apply:

- Cascadia, Fifth Gen, 49X, and 47X = **\$3,000**
- M2106, M2112, 114SD, and 108SD = **\$1,500**

These fees are valid for orders received **on or before January 2nd, 2026**.

For additional details regarding Program, Concession, RDD, and TCO/RTSO information, please refer **to DRS Guideline decks for CY25 and CY26 posted on the portal**.

Important Notes

- For trucks already on order with the proper RDD, no action is required to qualify for the incentives outlined above.
- All RDD TCOs requesting pushouts will be denied per the DRS rules.
- Reminder - all new orders placed with an RDD of 1/31/26 or earlier are non-cancellable (beyond the 7 day grace period).

DAIMLER TRUCK

North America

- Truck orders with a RDD of 12/1/25-1/31/26 placed **prior to June 9th** can be cancelled up until October 17th (or 60 days from scheduled build date, whichever comes first).
- DTNA reserves the right to pull the scheduled build date up a maximum of 30 days. Any floor plan costs associated with these pull-ups will **not** be subsidized by DTNA.
- The total non-discountable Tariff Impact fee will be presented as a line item on the truck invoice. All amounts are in USD.
- This letter does not apply to Battery Electric Vehicles. Tariff impacts related to battery electric eM2s and eCascadias are being communicated at time of concession approval.
- **DTNA reserves the right to pull up the October 17th and January 2nd order receipt cut-off dates specified above at any time, but commits to providing 7 days advanced written notice for any date changes.**

Please contact your New Truck Sales Team should you have any questions.

As a reminder, any impacts beyond new truck sales of Freightliner and Western Star trucks (including FCCC, TBB, DTNA Parts, Extended Warranty, etc.) will be/are communicated on separate announcements.

As always, thank you for your continued support!

Regards,
David Carson
Daimler Truck North America
SVP Sales & Marketing



WAUPUN
CITY OF SCULPTURE

AGENDA SUMMARY SHEET

MEETING DATE: 10/14/2025

TITLE: Alley project between Mill St. and Fond du lac St. on the N. side of Main St.

AGENDA SECTION: DISCUSSION ONLY

PRESENTER: Jeff Daane, Public Works Director

DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i>	FISCAL IMPACT	
High Performance Government	NA	

ISSUE SUMMARY:

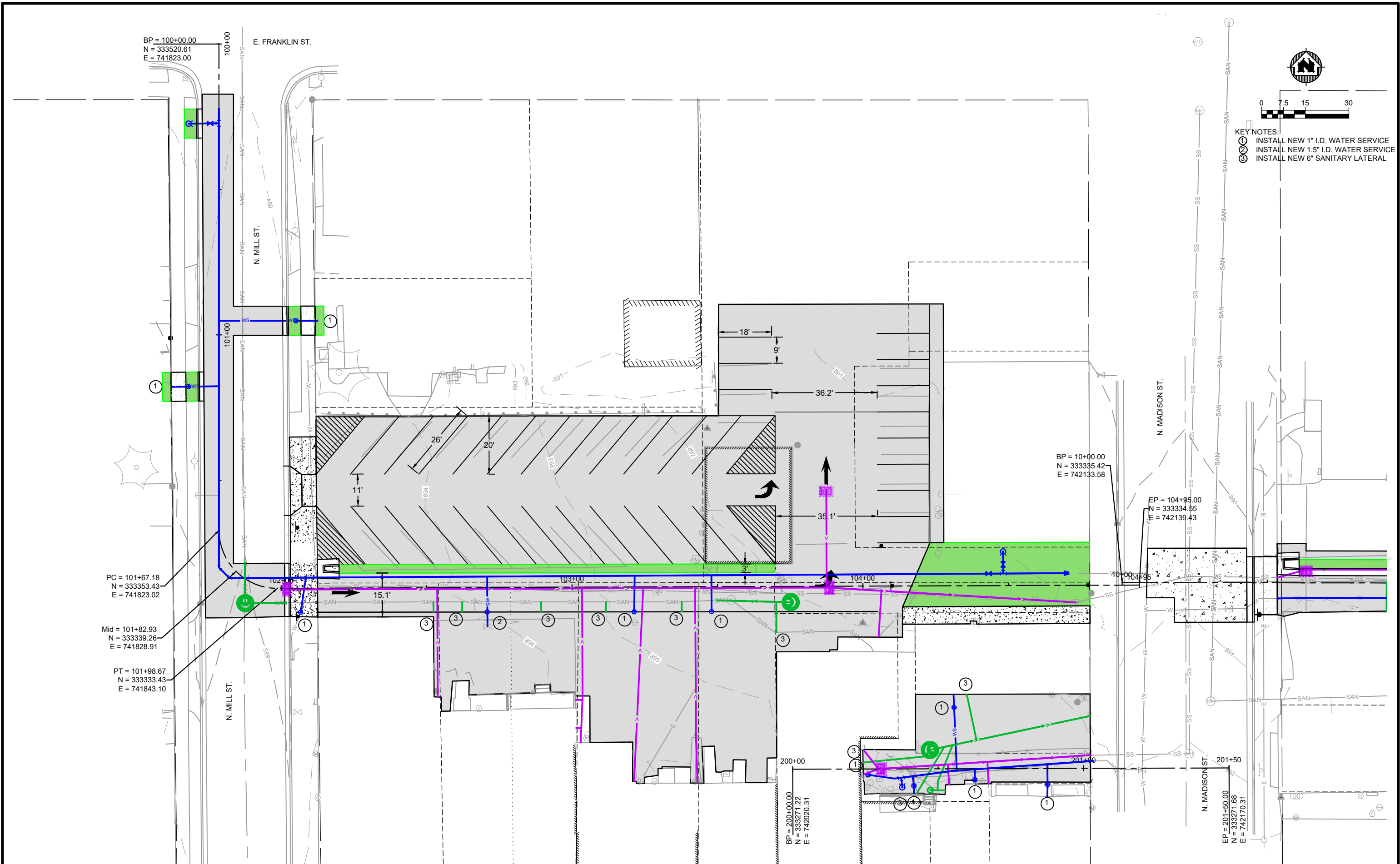
We have been working with MSA finalizing plans for the alley project to be completed in 2026. We have a final preliminary meeting with businesses and homeowners that border the alley November 4th at 5:30pm. We wanted to also have this looked at by the board for any possible suggestions or changes.

STAFF RECOMMENDATION:

ATTACHMENTS:

Alley preliminary plans (not in packet yet to be added before meeting)

RECOMMENDED MOTION:



- KEY NOTES:
- ① INSTALL NEW 1" I.D. WATER SERVICE
 - ② INSTALL NEW 1.5" I.D. WATER SERVICE
 - ③ INSTALL NEW 6" SANITARY LATERAL

PROJECT DATE:	NO.	DATE	REVISION	BY
DRAWN BY: Init	-	-	-	-
DESIGNED BY: Init	-	-	-	-
CHECKED BY: Init	-	-	-	-

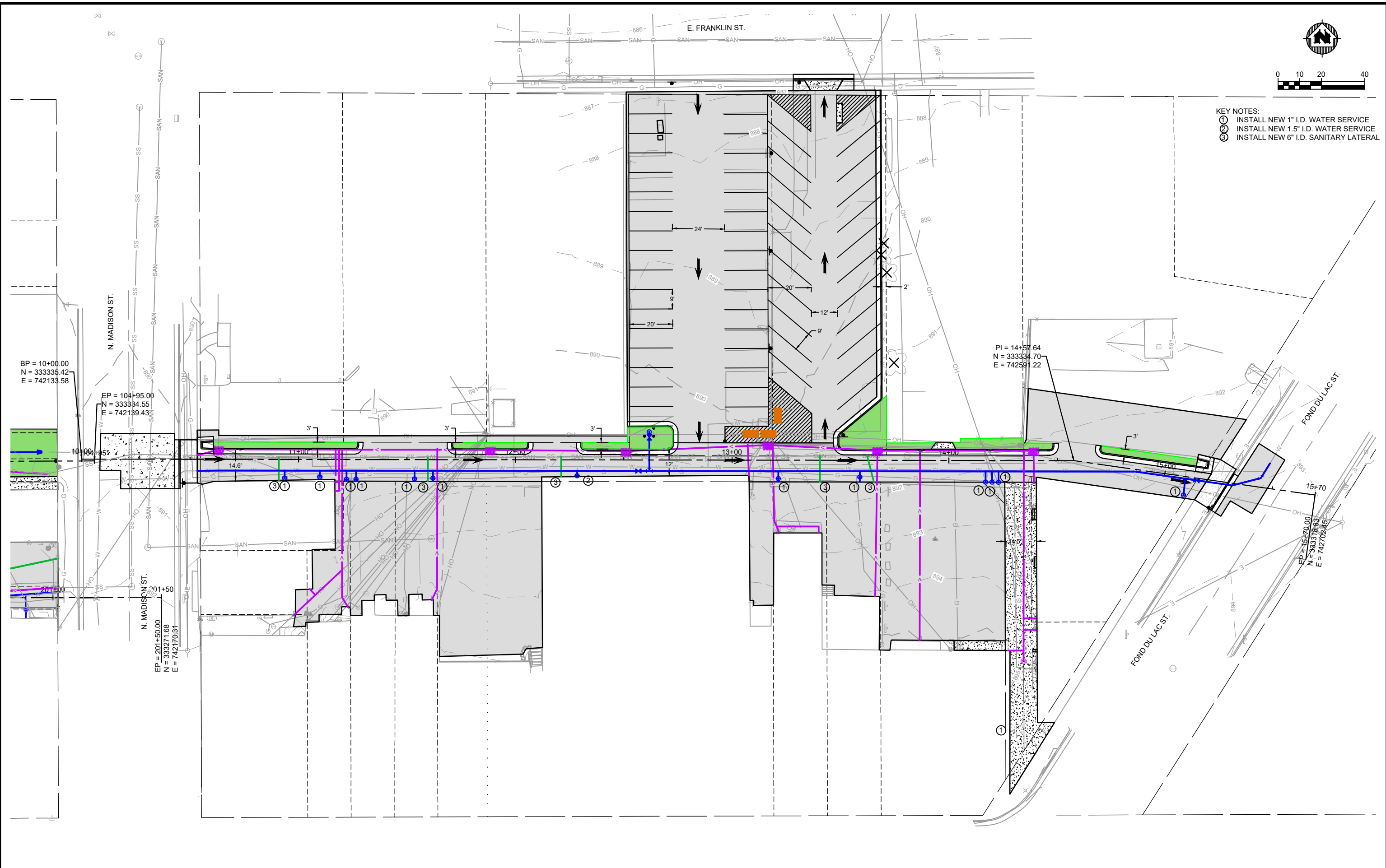
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ALLEY RECONSTRUCTION PROJECT
CITY OF WAUPUN
FOND DU LAC COUNTY, WISCONSIN

PROPOSED IMPROVEMENTS EXHIBIT



- KEY NOTES:
- ① INSTALL NEW 1" I.D. WATER SERVICE
 - ② INSTALL NEW 1.5" I.D. WATER SERVICE
 - ③ INSTALL NEW 6" I.D. SANITARY LATERAL

PROJECT DATE:	DRAWN BY:	NO.	DATE	REVISION	BY:
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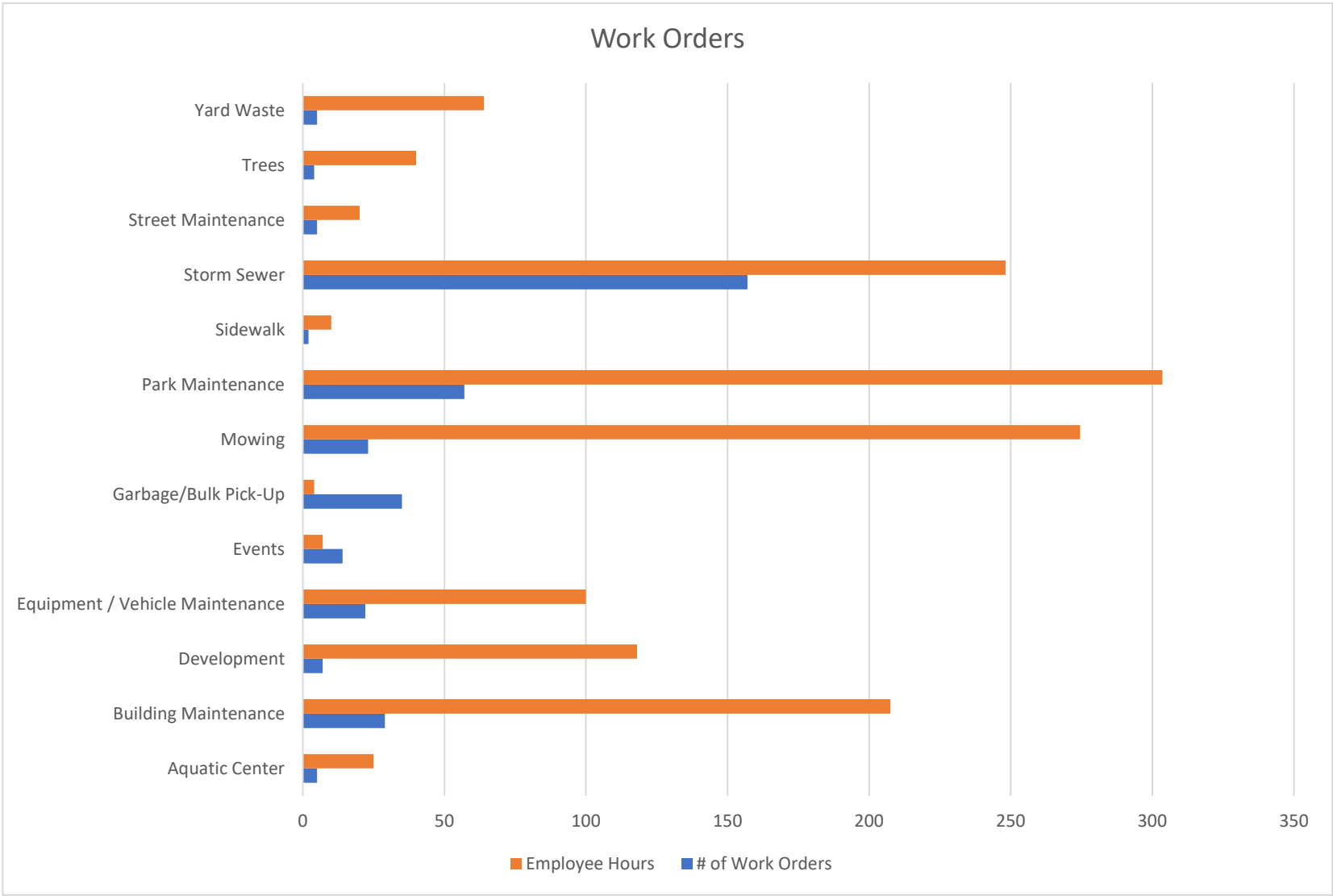
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ALLEY RECONSTRUCTION PROJECT
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PROPOSED IMPROVEMENTS EXHIBIT

PROJECT NO:
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September 2025 Report



September 2025 Report

