



# CITY OF RIPON

100 Jackson Street Ripon, WI 54971-1396

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## **CITY OF RIPON COMMON COUNCIL MEETING Council Chambers, City Hall Monday, September 27, 2021 7:00 p.m.**

- I. Call to order/roll call
- II. Pledge of Allegiance/Invocation – Harsha Kotian
- III. Approval of agenda
- IV. Public communications and comment
- V. Recognition of 15 Years of Service and Retirement – Brenda Miller
- VI. Financial Advisor Report – TID Update – Ehlers – Phil Cosson
- VII. Action Items
  1. Payment Request – Vermont Street and Parkway Terrace Reconstruction  
(Staff note: James Peterson Sons, Inc. has submitted pay request #3 for the project totaling \$474,260.48. Staff and MSA recommend approval.)
  2. Agreement Amendment with MSA for 2020 CDBG-PF and DNR SDWLP & CWFP Program Funding for Vermont St. and Parkway Terrace Improvements Project  
(Staff note: This amendment is to an agreement that was approved on September 28, 2020, between MSA and the city for CDBG Administration and DNR SDWLP & CWFP Program application. The original agreement is attached. The amendment addresses DNR SDWLP & CWFP Program Administration. Staff recommends approval.)
  3. Review City of Ripon Ward Map  
(Staff note: Fond du Lac County is currently redistricting supervisory districts with 2020 census information. The enclosed City of Ripon Ward Map creating city wards and aldermanic districts needs review and recommended approval ahead of the October deadline to establish new districts and draft the required resolution.)

4. Resolution – Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement  
(Staff note: The City of Ripon has been awarded \$100,000 through the Safe Drinking Water Loan Program for a project to replace private lead service lines. The Resolution authorizes the city to enter the Financial Assistance Agreement to access these funds. Staff recommends approval.)

VIII. Discussion Item

1. Outdoor Open Container Entertainment Event Permit Ordinance Discussion  
(Staff note: The attached Outdoor Open Container Entertainment Event Permit Ordinance has been drafted to address requests to allow outdoor alcohol consumption for events due to COVID-19 concerns and provide flexibility for event organizers.)

2. Finance Manager / Assistant City Administrator Position Update  
(Staff note: The application deadline was September 24<sup>th</sup> and the city did not receive an adequate amount of applicants for the position.)

IX. Project updates & staff reports

X. Mayor's communications and appointments

XI. Agenda items for future Council meetings

XII. Adjourn

Report Criteria:  
Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Check Amount
08/21	08/04/2021	75423	115158	JX TRUCK CENTER	27924	40-7010-58200	.00	138,225.00
08/21	08/04/2021	75424	114373	WI CEMETERY & CREMATION A	08042021	10-3230-52500	.00	897.00
08/21	08/09/2021	75425	115065	AED ESSENTIALS INC	5843	21-2300-58100	.00	122,435.70
08/21	08/09/2021	75426	113438	ALLIANCE LAUNDRY SYSTEMS	Multiple	45-7045-57210	.00	204,737.22
08/21	08/09/2021	75427	113438	ALLIANCE LAUNDRY SYSTEMS	Multiple	48-7048-57210	.00	109,059.00
08/21	08/09/2021	75428	1080	ALLIANT ENERGY/WP&L	Multiple	10-3400-52200	.00	34,653.38
08/21	08/09/2021	75429	114445	AMAZON CAPITAL SERVICES	Multiple	10-1410-52100	.00	849.95
08/21	08/09/2021	75430	113078	ASSOCIATED APPRAISAL CON	155683	10-1410-52100	.00	2,280.00
08/21	08/09/2021	75431	2470	ASSOCIATED VET CLINIC	178853	10-2150-53400	.00	92.70
08/21	08/09/2021	75432	114429	AT&T MOBILITY	2872907202	21-2300-52200	.00	535.94
08/21	08/09/2021	75433	3230	BADGER METER	80077623	62-18346	.00	452.60
08/21	08/09/2021	75434	113210	BADGER STATE WASTE LLC	Multiple	61-3800-52100	.00	18,184.00
08/21	08/09/2021	75435	3650	BAKER & TAYLOR	Multiple	23-5110-53900	.00	2,445.19
08/21	08/09/2021	75436	3700	BALLWEG IMPLEMENT	P17818	10-3400-52410	.00	40.55
08/21	08/09/2021	75437	114855	BENESH, DAVID	072621	10-3400-53900	.00	60.00
08/21	08/09/2021	75438	115151	BEST, LORRAINE	458735013	61-3800-46410	.00	114.55
08/21	08/09/2021	75439	114504	BOESCH, BILL	2021-56	10-23160	.00	50.00
08/21	08/09/2021	75440	115148	BRADLEY, ALICIA	2021-18	10-23160	.00	50.00
08/21	08/09/2021	75441	37730	BRAUN THYSSENKRUPP ELEVA	19780	23-5110-52420	.00	223.21
08/21	08/09/2021	75442	115167	BRUINS, KAREN	416618020	61-3800-46410	.00	167.44
08/21	08/09/2021	75443	115152	CAMARENA, ARNULFO AND MA	121599013	61-3800-46410	.00	54.11
08/21	08/09/2021	75444	15240	CENGAGE LEARNING INC/GAL	74700721	23-5110-53900	.00	118.36
08/21	08/09/2021	75445	111966	CENTURYLINK	301591861 0	10-2150-52200	.00	350.46
08/21	08/09/2021	75446	6870	CHARTER COMMUNICATIONS	Multiple	62-6921-52200	.00	229.96
08/21	08/09/2021	75447	114151	CINTAS	Multiple	23-5110-53500	.00	247.53
08/21	08/09/2021	75448	7590	CITY OF APPLETON	7194	10-1410-52100	.00	639.00
08/21	08/09/2021	75449	7810	CITY OF RIPON UTILITIES	Multiple	61-3800-52200	.00	3,714.75
08/21	08/09/2021	75450	8250	CLIFFS TIRE & BATTERY	Multiple	10-3400-53500	.00	199.00
08/21	08/09/2021	75451	114470	CLIFTONLARSONALLEN LLP	2960154	61-3800-52100	.00	6,573.00
08/21	08/09/2021	75452	112215	COLONIAL LIFE	3594843-071	10-21534	.00	131.76
08/21	08/09/2021	75453	114669	COOK'S ILLUSTRATED	080621	23-5110-53200	.00	29.95
08/21	08/09/2021	75454	115159	CROFOOT, ROBERT	ROW PERMI	10-3300-44350	.00	320.00
08/21	08/09/2021	75455	115155	CUTTS, CRAIG	2021-13	10-23160	.00	50.00
08/21	08/09/2021	75456	11675	D.R.B. FIRE EXTINGUISHER	5057	10-2150-52410	.00	44.00
08/21	08/09/2021	75457	115168	DAVIS, AUDREY	441642010	61-3800-46410	.00	43.25
08/21	08/09/2021	75458	115161	DENKERT, MARK	2021-59	10-23160	.00	50.00
08/21	08/09/2021	75459	112477	DORNER COMPANY	158105-IN	62-6614-53500	.00	2,202.00
08/21	08/09/2021	75460	115163	DREW + JONATHAN REVEAL	080621	23-5110-53200	.00	20.00
08/21	08/09/2021	75461	110375	ENERGY CONTROL & DESIGN I	90862	61-3800-53500	.00	6.38
08/21	08/09/2021	75462	114198	EXPERT LAWNCARE LLC	15373	23-5110-52420	.00	60.00
08/21	08/09/2021	75463	112765	FLEETPRIDE	78160898	10-3230-52900	.00	358.79
08/21	08/09/2021	75464	115169	FRAUNFELDER, CATHERINE	326710011	61-3800-46410	.00	283.56
08/21	08/09/2021	75465	114932	GFL ENVIRONMENTAL	U400000216	10-3620-52900	.00	677.88
08/21	08/09/2021	75466	115162	GLANDER, SALLY	2021-12	10-23160	.00	50.00
08/21	08/09/2021	75467	16000	GOOD IMPRESSIONS	47786	62-6921-53100	.00	265.80
08/21	08/09/2021	75468	112925	GORDON FLESCH COMPANY IN	in13416492	10-1410-55300	.00	55.20
08/21	08/09/2021	75469	114330	GRAND VALLEY INSPECTION S	2021-124	10-2400-52100	.00	2,995.07
08/21	08/09/2021	75470	112515	GRANT PACK N SHIP	Multiple	61-3800-53100	.00	148.15
08/21	08/09/2021	75471	115154	HALVERSON, JACQUELINE	160725011	61-3800-46410	.00	47.46
08/21	08/09/2021	75472	114139	HARING, KAYLEE	080421	10-2150-53400	.00	138.81
08/21	08/09/2021	75473	111282	HAVEY COMMUNICATIONS	11080	10-2150-53400	.00	8,718.65
08/21	08/09/2021	75474	17065	HAWKINS INC	Multiple	61-3800-53400	.00	3,322.96
08/21	08/09/2021	75475	17200	HEATLEY ELECTRIC	12064	10-3400-52420	.00	254.87

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Check Amount
08/21	08/09/2021	75476	113392	HENRY SCHEIN INC	Multiple	21-2300-53400	.00	998.46
08/21	08/09/2021	75477	112843	HOMAN FORD INC	Multiple	10-2150-52410	.00	37,391.43
08/21	08/09/2021	75478	18900	J & H CONTROLS INC	Multiple	10-3500-52410	.00	1,055.34
08/21	08/09/2021	75479	18890	J P COOKE CO	1187229	10-1410-53400	.00	71.20
08/21	08/09/2021	75480	113961	JESS, JEREMY	395720016	61-3800-46410	.00	150.00
08/21	08/09/2021	75481	115170	KARLSON, MADELINE	323589010	61-3800-46410	.00	24.69
08/21	08/09/2021	75482	114520	KEPLIN, ANITA	2021-11	10-23160	.00	50.00
08/21	08/09/2021	75483	114510	KLAPPERICH, AL	2021-45	10-23160	.00	50.00
08/21	08/09/2021	75484	115153	KOLLER, ESTATE OF DONALD	321665017	61-3800-46410	.00	150.00
08/21	08/09/2021	75485	114858	KURZCEK, BRADLEY	072121	10-2150-53400	.00	138.09
08/21	08/09/2021	75486	115156	LAYBOURN, SHARON	2021-40	10-23160	.00	50.00
08/21	08/09/2021	75487	115164	LEAVITT CAROLYN J	080621	23-5110-53900	.00	30.49
08/21	08/09/2021	75488	115171	LERMA-LADWIG, DARCY	458699028	61-3800-46410	.00	1,333.02
08/21	08/09/2021	75489	114173	LOOKOUT BOOKS	ARU0318061	23-5110-53900	.00	711.80
08/21	08/09/2021	75490	113369	MARTELLE WATER TREATMEN	21866	62-6641-53400	.00	924.77
08/21	08/09/2021	75491	113568	MGD INDUSTRIAL CORP	195839	10-3230-53400	.00	94.57
08/21	08/09/2021	75492	112054	MIDWEST TAPE	Multiple	23-5110-53900	.00	159.96
08/21	08/09/2021	75493	115165	MILKWEED MATTERS	070621	23-5110-53900	.00	15.00
08/21	08/09/2021	75494	114403	MLODZIK, LISA	080421	10-3230-53900	.00	9.00
08/21	08/09/2021	75495	113064	MONTAGE ENTERPRISES INC	89016	10-3300-52410	.00	208.00
08/21	08/09/2021	75496	113971	MSA PROFESSIONAL SERVICE	Multiple	40-7010-58300	.00	23,599.92
08/21	08/09/2021	75497	113420	MUNICODE	00361423	10-1100-53400	.00	474.98
08/21	08/09/2021	75498	25675	NAPA AUTO PARTS	Multiple	10-3620-53500	.00	83.84
08/21	08/09/2021	75499	112935	NETWORK PLATINUM	90026641	21-2300-46230	.00	372.04
08/21	08/09/2021	75500	114120	NEW HYDRAULICS INC	606351	10-3230-52900	.00	39.28
08/21	08/09/2021	75501	26950	NORTH CENTRAL LABS	457717	61-3800-52100	.00	1,022.29
08/21	08/09/2021	75502	27051	NORTHEAST ASPHALT	Multiple	10-3300-53700	.00	2,197.11
08/21	08/09/2021	75503	27260	NOVAK EXCAVATING INC	Multiple	62-6673-53700	.00	2,477.50
08/21	08/09/2021	75504	27650	OSHKOSH OFFICE SYSTEMS	AR65439	10-2150-53100	.00	51.41
08/21	08/09/2021	75505	27830	P J KORTENS & CO	10023065	61-3800-52300	.00	1,700.47
08/21	08/09/2021	75506	114549	PEPPLER, NETTIE	2021-70	10-23160	.00	50.00
08/21	08/09/2021	75507	111643	PINE BLUFF EMBROIDERY	1179	62-6678-53410	.00	1,050.00
08/21	08/09/2021	75508	115172	POHL, DON & ELLEN	196668013	61-3800-46410	.00	143.16
08/21	08/09/2021	75509	114274	POYNETTE IRONWORKS	44383	10-3620-53400	.00	7,965.00
08/21	08/09/2021	75510	114724	QUINNEY, LOIS	2021-53	10-23160	.00	50.00
08/21	08/09/2021	75511	115104	RAY O'HERRON	2132464-IN	10-2150-53400	.00	350.00
08/21	08/09/2021	75512	30550	REINDERS INC	1889586-00	10-3400-52410	.00	74.55
08/21	08/09/2021	75513	31140	RIPON ACE HARDWARE	Multiple	62-6935-53900	.00	263.59
08/21	08/09/2021	75514	112389	RIPON CHAMBER OF COMMER	080221	25-1130-57200	.00	29,855.53
08/21	08/09/2021	75515	31610	RIPON COMMONWEALTH PRES	Multiple	62-6660-52100	.00	1,671.80
08/21	08/09/2021	75516	31750	RIPON DRUG	02496326	10-5140-53400	.00	39.99
08/21	08/09/2021	75517	31770	RIPON ELECTRIC INC	Multiple	10-3500-53400	.00	248.01
08/21	08/09/2021	75518	115157	RIVERA, BEVERLY	2021-66	10-23160	.00	50.00
08/21	08/09/2021	75519	33910	SCHMUHL, KELLY	080521	10-2150-53400	.00	189.70
08/21	08/09/2021	75520	114712	SCHURE, GERALDINE L	90027154	21-2300-46230	.00	55.00
08/21	08/09/2021	75521	113630	SECURIAN FINANCIAL GROUP I	080621	10-21530	.00	1,624.93
08/21	08/09/2021	75522	34400	SERVICE MOTOR CO	U00619	10-3230-52900	.00	10,507.80
08/21	08/09/2021	75523	113881	SHORT ELLIOTT HENDRICKSO	Multiple	62-6614-52100	.00	6,119.28
08/21	08/09/2021	75524	113342	SORENSEN, ELLEN	2021-47	10-23160	.00	50.00
08/21	08/09/2021	75525	112243	SPEEDY CLEAN DRAIN & SEWE	Multiple	61-3690-52300	.00	3,705.00
08/21	08/09/2021	75526	115141	STAAB, TRAVIS	072821	62-6921-52500	.00	78.40
08/21	08/09/2021	75527	115160	STRATEGIC MANAGEMENT & C	21-142	21-2300-52100	.00	4,000.00
08/21	08/09/2021	75528	115024	SUBURBAN LABORATORIES	191891	61-3800-52100	.00	149.00
08/21	08/09/2021	75529	111794	TAPCO	1702331	10-3300-52300	.00	2,629.67
08/21	08/09/2021	75530	115166	THE SATURDAY EVENING POS	080621	23-5110-53200	.00	28.00
08/21	08/09/2021	75531	114999	TRADITIONAL HOME MAGAZIN	080621	23-5110-53200	.00	30.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Check Amount
08/21	08/09/2021	75532	112465	UNEMPLOYMENT INSURANCE	0000109903	10-1930-55100	.00	2,590.00
08/21	08/09/2021	75533	38600	USA BLUEBOOK	Multiple	82-23821	.00	3,176.05
08/21	08/09/2021	75534	114658	UW MADISON ACCOUNTING SE	ar0036187	10-3230-52500	.00	300.00
08/21	08/09/2021	75535	112176	VERIZON	3100000151	10-3620-52200	.00	45.90
08/21	08/09/2021	75536	115008	VERIZON	Multiple	21-2300-52200	.00	815.37
08/21	08/09/2021	75537	114525	VICTORIA	080621	23-5110-53200	.00	44.98
08/21	08/09/2021	75538	113698	WEBSTER'S MARKETPLACE	Multiple	10-1100-53400	.00	122.34
08/21	08/09/2021	75539	114440	WHIT MEZA PHOTOGRAPHY	265	10-5150-52100	.00	900.00
08/21	08/09/2021	75540	114649	WI DRUG TESTING CONSORTI	49171	10-3300-52100	.00	242.50
08/21	08/09/2021	75541	42000	WIS DEPT OF JUSTICE	L2002T 07/3	10-1410-52100	.00	154.00
08/21	08/09/2021	75542	42010	WIS DEPT OF JUSTICE-TIME	455TIME-000	10-2150-52200	.00	358.50
08/21	08/09/2021	75543	112504	WISCONSIN METALS	423109	10-3230-52900	.00	20.00
08/21	08/09/2021	75544	112360	WRWA	2418	62-6921-52500	.00	100.00
08/21	08/09/2021	75545	112514	WW ELECTRIC MOTORS INC	F115840	62-6652-53500	.00	137.00
08/21	08/16/2021	75546	115173	SULLIVAN, MICHAEL	0000001	10-5140-57200	.00	200.00
08/21	08/20/2021	75547	114445	AMAZON CAPITAL SERVICES	Multiple	10-3230-53100	.00	206.54
08/21	08/23/2021	75548	2470	ASSOCIATED VET CLINIC	179855	10-2150-53400	.00	.00 V
08/21	08/20/2021	75549	114121	ATTN: CLAIMS DEPT UNITED H	90026795	21-2300-46230	.00	1,112.00
08/21	08/20/2021	75550	113210	BADGER STATE WASTE LLC	3120	61-3800-52100	.00	3,648.00
08/21	08/20/2021	75551	3650	BAKER & TAYLOR	Multiple	23-5110-53900	.00	378.69
08/21	08/20/2021	75552	5500	BROWN CAB SERVICE INC.	1908	24-4500-46350	.00	16,819.75
08/21	08/20/2021	75553	15240	CENGAGE LEARNING INC/GAL	Multiple	23-5110-53900	.00	149.55
08/21	08/20/2021	75554	111966	CENTURYLINK	Multiple	62-6921-52200	.00	937.98
08/21	08/20/2021	75555	112858	CENTURYLINK	238296495	62-6921-52200	.00	42.76
08/21	08/20/2021	75556	6870	CHARTER COMMUNICATIONS	Multiple	61-3800-52200	.00	346.67
08/21	08/20/2021	75557	114151	CINTAS	4092952623	61-3800-52420	.00	134.25
08/21	08/20/2021	75558	115178	CODY, ELIZABETH	081221	10-3630-46420	.00	50.00
08/21	08/20/2021	75559	8600	CONDON OIL CO	Multiple	62-6678-53400	.00	1,877.57
08/21	08/20/2021	75560	112441	CONSULTANTS LABORATORY	2617772	10-2150-52100	.00	80.00
08/21	08/20/2021	75561	112075	DAMSTEEGT, TROY	Multiple	10-2150-53400	.00	54.42
08/21	08/20/2021	75562	115180	DIEMER, CINDY	2021-65	10-23160	.00	50.00
08/21	08/20/2021	75563	12550	EHLERS	Multiple	42-7042-56500	.00	525,425.83
08/21	08/20/2021	75564	114198	EXPERT LAWNCARE LLC	15408	23-5110-52420	.00	60.00
08/21	08/20/2021	75565	112895	GFC LEASING WI	100676147	10-1410-55300	.00	306.30
08/21	08/20/2021	75566	114932	GFL ENVIRONMENTAL	V400000028	10-3620-52900	.00	9,621.12
08/21	08/20/2021	75567	112515	GRANT PACK N SHIP	Multiple	62-6643-52900	.00	63.92
08/21	08/20/2021	75568	16200	GRAPHIC SIGN & LETTER CO	210615	10-2150-53400	.00	87.46
08/21	08/20/2021	75569	115179	GREEN LAKE COUNTY TREASU	14383	10-3300-52900	.00	5,992.75
08/21	08/20/2021	75570	112843	HOMAN FORD INC	79984	10-3300-58200	.00	297.78
08/21	08/20/2021	75571	113903	HYDROCORP	0063076-IN	62-6923-52100	.00	1,103.00
08/21	08/20/2021	75572	113094	ITU ABSORB TECH	7746618	23-5110-52420	.00	60.75
08/21	08/20/2021	75573	18900	J & H CONTROLS INC	1000002313	10-3500-52410	.00	644.00
08/21	08/20/2021	75574	115186	KLETTKE, KEVIN & CONNIE	152600014	61-3800-46410	.00	159.09
08/21	08/20/2021	75575	113963	KOPPLIN & KINAS CO INC	11016	10-3300-53700	.00	243.36
08/21	08/20/2021	75576	21790	KWIK TRIP INC	Multiple	21-2300-53400	.00	7,447.90
08/21	08/20/2021	75577	114028	LIND, BRETT	081021	61-3800-52500	.00	145.20
08/21	08/20/2021	75578	115174	LONG, DONNA	270623010	61-3800-46410	.00	32.94
08/21	08/20/2021	75579	115175	MEYER RETREAT	199574010	61-3800-46410	.00	8.31
08/21	08/20/2021	75580	112054	MIDWEST TAPE	Multiple	23-5110-53900	.00	159.96
08/21	08/20/2021	75581	111285	MIDWEST TESTING LLC	5423	61-3800-52410	.00	5,000.00
08/21	08/20/2021	75582	115187	MOCKRIDGE, DIANE	154636015	61-3800-46410	.00	68.36
08/21	08/20/2021	75583	115176	MORRIS, JOSEPH & LINDA	468605024	61-3800-46410	.00	224.22
08/21	08/20/2021	75584	113971	MSA PROFESSIONAL SERVICE	R00026022.0	40-7010-58300	.00	16,560.00
08/21	08/20/2021	75585	25675	NAPA AUTO PARTS	Multiple	61-3800-53500	.00	183.86
08/21	08/20/2021	75586	115183	OHLRICH, STEPHEN	2021-46	10-23160	.00	50.00
08/21	08/20/2021	75587	112391	O'REILLY AUTOMOVIE STORES	2427-124128	61-3800-53500	.00	8.99

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Check Amount
08/21	08/20/2021	75588	114946	POMP'S TIRE SERVICE INC	270092913	10-3620-53500	.00	288.00
08/21	08/20/2021	75589	115184	RAATZ, MARY	2021-49	10-23160	.00	50.00
08/21	08/20/2021	75590	31140	RIPON ACE HARDWARE	Multiple	62-6675-53500	.00	258.72
08/21	08/20/2021	75591	31610	RIPON COMMONWEALTH PRES	Multiple	61-3800-52110	.00	546.00
08/21	08/20/2021	75592	32400	RIPON MEDICAL CENTER	4775	21-2300-53400	.00	275.19
08/21	08/20/2021	75593	32600	RIPON PUBLIC LIBRARY	081221	23-5110-53110	.00	2.75
08/21	08/20/2021	75594	114927	SANDMAR BUILDERS	Multiple	10-23170	.00	2,000.00
08/21	08/20/2021	75595	34660	SHERWIN INDUSTRIES	SS090023	10-3300-53700	.00	480.00
08/21	08/20/2021	75596	113881	SHORT ELLIOTT HENDRICKSO	409516	62-6672-52100	.00	213.65
08/21	08/20/2021	75597	115182	SIEBERS, DAN	2021-02	10-23160	.00	50.00
08/21	08/20/2021	75598	36750	SUPERIOR CHEMICAL CORP	310610	61-3800-53500	.00	1,288.33
08/21	08/20/2021	75599	115045	SWEET N SAULTY	6273-18	10-5140-57200	.00	209.00
08/21	08/20/2021	75600	114492	TRC LOCKBOX	486818	82-23821	.00	9,807.54
08/21	08/20/2021	75601	115177	TURENNE, MATTHEW & APRIL	189666013	61-3800-46410	.00	26.16
08/21	08/20/2021	75602	115115	UNITED RENTALS (NORTH AME	196608673-0	10-3300-55300	.00	2,243.00
08/21	08/20/2021	75603	38600	USA BLUEBOOK	Multiple	62-6641-53400	.00	8,782.71
08/21	08/20/2021	75604	41380	WALS	WALS1793	23-5110-53110	.00	15.48
08/21	08/20/2021	75605	115185	WARRENBURG, THOMAS E	90027139	21-2300-46230	.00	767.27
08/21	08/20/2021	75606	114378	WATCHGUARD INC	ACCINV0031	10-2150-52410	.00	190.00
08/21	08/20/2021	75607	113698	WEBSTER'S MARKETPLACE	Multiple	10-5140-57200	.00	288.70
08/21	08/20/2021	75608	115188	WELLS, KATELYN	671811003	61-3800-46410	.00	970.41
08/21	08/20/2021	75609	43360	WI STATE LABORATORY OF HY	683597	62-6643-52900	.00	26.00
08/21	08/20/2021	75610	115135	WM CORPORATE SERVICES IN	Multiple	10-3620-52900	.00	9,927.58
08/21	08/30/2021	75611	22952	BMO HARRIS BANK NA - PAYME	XXX1071 08/	62-6935-53900	.00	2,267.64
Grand Totals:							.00	1,464,591.26

Report Criteria:

Report type: Summary

# Contractor's Application For Payment No. 3

9/15/2021

To (Owner): Project:	City of Ripon Vermont Street and Parkway Terrace Reconstruction - City of Ripon	Application Period: From (Contractor): Contract:	7/24/2021 - 8/27/2021 James Peterson Sons, Inc. Contract:
Notice to Proceed Date: Via (Engineer)		Application Date: MSA Professional Services, Inc.	
Owner's Contract No.:		Engineer's Project No.:	
		26023	

### Application for Payment

Change Order Summary		
Approved Change Orders Number	Additions	Deductions
<b>TOTALS</b>	\$ -	\$ -
NET CHANGE BY CHANGE ORDERS		
		\$ -

1. ORIGINAL CONTRACT PRICE
2. Net change by Change Orders
3. CURRENT CONTRACT PRICE (Line 1 + 2)
4. TOTAL COMPLETED AND STORED TO DATE  
(Column G on Progress Estimate)
5. RETAINAGE:
  - a. 5 % Work Completed
  - b. 5 % x \$ Stored Material
  - c. Total Retainage (Line 5a + Line 5b)
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)
8. AMOUNT DUE THIS APPLICATION
9. BALANCE TO FINISH, PLUS RETAINAGE  
(Column I on Progress Estimate + Line 5 above)

\$	2,129,730.02
\$	0.00
\$	2,129,730.02
\$	665,458.53
\$	33,272.93
\$	0.00
\$	33,272.93
\$	632,185.60
\$	157,923.12
\$	474,260.48
\$	1,497,544.42

### Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: \$ 474,260.48  
 (Line 8 or other - attach explanation of other amount)

is recommended by: Don Rammer (Engineer)

Payment of: \$ 474,260.48  
 (Line 8 or other - attach explanation of other amount)

is approved by: \_\_\_\_\_ (Owner)

Approved by: \_\_\_\_\_ Funding Agency (if applicable)

(Date) 9/15/2021

By: Nancy Reardo Date: 9/15/21

REQUEST AND CERTIFICATION FOR PAYMENT

Request Number: 3

Item No. (A)	Description of Work (B)	Scheduled Quantity (C)	Unit	Unit Price (D)	Current Contract Value	Work Completed				Total Completed and		Percent Complete		
						Previous Requests (E)		This Request (F)		Stored Materials (G)			Stored to Date (E+F+G)	
						Quantity	Amount	Quantity	Amount	Quantity	Amount		Quantity	Amount
1	MOBILIZATION, BONDS AND INSURANCE	1,000.0	LS	\$ 26,114.00	\$ 26,114.00	0.50	\$ 13,057.00	0.25	\$ 6,528.50	0.75	\$ 19,585.50	75%		
2	UNCLASSIFIED EXCAVATION	1.0	LS	\$ 113,700.00	\$ 113,700.00	0.10	\$ 11,370.00	0.07	\$ 7,989.00	0.17	\$ 19,329.00	17%		
3	CLEAR AND GRUB	1.0	LS	\$ 3,800.00	\$ 3,800.00	1.00	\$ 3,800.00	-	\$ -	1.00	\$ 3,800.00	100%		
4	TOPSOIL PLACEMENT AND GRADING	3,700.0	SY	\$ 5.13	\$ 18,981.00	-	\$ -	-	\$ -	0.00	\$ -	0%		
5	SEEDING	3,700.0	SY	\$ 3.25	\$ 12,025.00	-	\$ -	-	\$ -	0.00	\$ -	0%		
6	EROSION CONTROL	1.0	LS	\$ 4,600.00	\$ 4,600.00	0.50	\$ 2,300.00	0.10	\$ 460.00	0.60	\$ 2,760.00	60%		
7	TRAFFIC CONTROL	1.0	LS	\$ 6,350.00	\$ 6,350.00	0.75	\$ 4,762.50	-	\$ -	0.75	\$ 4,762.50	75%		
8	TEMPORARY ACCESS	1.0	LS	\$ 3,800.00	\$ 3,800.00	0.50	\$ 1,900.00	0.10	\$ 380.00	0.60	\$ 2,280.00	60%		
9	CONCRETE CURB AND GUTTER, 30-INCH MOUNTABLE	5,500.0	LF	\$ 11.00	\$ 60,500.00	-	\$ -	-	\$ -	0.00	\$ -	0%		
10	5-INCH CONCRETE DRIVEWAY W/8-INCH DENSE GRADED BASE COURSE	21,600.0	SF	\$ 5.11	\$ 111,398.00	-	\$ -	-	\$ -	0.00	\$ -	0%		
11	4-INCH SIDEWALK W/8-INCH DENSE GRADED BASE COURSE	95.0	SF	\$ 5.68	\$ 540.70	-	\$ -	-	\$ -	0.00	\$ -	0%		
12	3-INCH ASPHALT DRIVEWAY W/8-INCH DENSE GRADED BASE COURSE	35.0	SY	\$ 31.43	\$ 1,100.05	-	\$ -	-	\$ -	0.00	\$ -	0%		
13	DENSE GRADED BASE, 1 1/4-INCH, (6-INCH THICK)	6,350.0	TON	\$ 9.47	\$ 60,134.50	-	\$ -	-	\$ -	0.00	\$ -	0%		
14	BREAKER RUN (1/2-INCH THICK)	7,625.0	TON	\$ 9.47	\$ 72,200.75	-	\$ -	-	\$ -	0.00	\$ -	0%		
15	ASPHALTIC BINDER (1.75-INCH THICK)	1,025.0	TON	\$ 66.46	\$ 68,121.50	-	\$ -	-	\$ -	0.00	\$ -	0%		
16	ASPHALTIC SURFACE (1.25-INCH THICK)	725.0	TON	\$ 58.58	\$ 42,470.50	-	\$ -	-	\$ -	0.00	\$ -	0%		
17	ROCK EXCAVATION	100.0	CY	\$ 150.00	\$ 15,000.00	-	\$ -	3.50	\$ 525.00	0.00	\$ -	0%		
18	EXCAVATION BELOW SUBGRADE (EBS)	500.0	CY	\$ 20.00	\$ 10,000.00	-	\$ -	-	\$ -	0.00	\$ -	0%		
19	GEOTEXTILE FABRIC, TYPE SAS	12,700.0	SY	\$ 1.00	\$ 12,700.00	-	\$ -	-	\$ -	0.00	\$ -	0%		
20	IMPORTED GRANULAR FILL	12,000.0	TON	\$ 12.00	\$ 144,000.00	3,886.33	\$ 46,385.96	9,357.29	\$ 112,287.48	13,223.62	\$ 158,683.44	110%		
21	STREET INLET, 2' X 3'	14.0	EA	\$ 1,837.62	\$ 25,726.68	-	\$ -	4.00	\$ 7,350.48	4.00	\$ 7,350.48	29%		
22	STORM MANHOLE, 4' I.D.	1.0	EA	\$ 2,093.93	\$ 2,093.93	-	\$ -	-	\$ -	0.00	\$ -	0%		
23	STORM MANHOLE, 6' I.D.	2.0	EA	\$ 4,035.48	\$ 8,070.96	-	\$ -	-	\$ -	0.00	\$ -	0%		
24	STORM MANHOLE, 7' I.D.	1.0	EA	\$ 7,101.51	\$ 7,101.51	-	\$ -	1.00	\$ 7,101.51	1.00	\$ 7,101.51	100%		
25	STORM INLET MANHOLE, 4' I.D.	2.0	EA	\$ 2,233.93	\$ 4,467.86	-	\$ -	-	\$ -	0.00	\$ -	0%		
26	STORM INLET MANHOLE, 5' I.D.	3.0	EA	\$ 3,697.65	\$ 10,792.95	-	\$ -	-	\$ -	0.00	\$ -	0%		
27	STORM INLET MANHOLE, 7' I.D.	3.0	EA	\$ 6,834.88	\$ 20,504.64	-	\$ -	2.00	\$ 13,669.76	2.00	\$ 13,669.76	67%		
28	STORM INLET MANHOLE, 8' I.D.	4.0	EA	\$ 6,303.50	\$ 25,214.00	-	\$ -	1.00	\$ 6,303.50	1.00	\$ 6,303.50	25%		
29	30-INCH RCP ENDWALL	1.0	EA	\$ 1,978.98	\$ 1,978.98	-	\$ -	-	\$ -	0.00	\$ -	0%		
30	66-INCH X 43-INCH HERCP STORM SEWER	420.0	LF	\$ 206.60	\$ 86,772.00	-	\$ -	-	\$ -	0.00	\$ -	0%		
31	60-INCH X 36-INCH HERCP STORM SEWER	295.0	LF	\$ 164.64	\$ 48,568.80	-	\$ -	-	\$ -	0.00	\$ -	0%		
32	54-INCH RCP STORM SEWER	595.0	LF	\$ 180.63	\$ 105,988.55	-	\$ -	574.00	\$ 103,681.62	574.00	\$ 103,681.62	98%		

REQUEST AND CERTIFICATION FOR PAYMENT

Item No. (A)	Description of Work (B)	Scheduled Quantity (C)	Unit	Unit Price (D)	Current Contract Value	Work Completed				Total Completed and		Percent Complete		
						Previous Requests (E)		This Request (F)		Stored Materials (G)			Stored to Date (E+F+G)	
						Quantity	Amount	Quantity	Amount	Quantity	Amount		Quantity	Amount
33	30-INCH RCP STORM SEWER	975.0	LF	\$ 80.84	\$ 78,819.00	-	\$ -	50.00	\$ 4,042.00	50.00	\$ 4,042.00	5%		
34	30-INCH HDPE STORM SEWER	5.0	LF	\$ 102.52	\$ 512.60	-	\$ -	-	\$ -	0.00	\$ -	0%		
35	24-INCH HDPE STORM SEWER	545.0	LF	\$ 63.33	\$ 34,514.85	-	\$ -	-	\$ -	0.00	\$ -	0%		
36	12-INCH HDPE STORM SEWER	420.0	LF	\$ 57.75	\$ 24,255.00	-	\$ -	105.00	\$ 6,063.75	105.00	\$ 6,063.75	25%		
37	LIGHT RIP RAP	15.0	SY	\$ 30.00	\$ 450.00	-	\$ -	-	\$ -	0.00	\$ -	0%		
38	CONNECT TO EXISTING STORM	6.0	EA	\$ 666.00	\$ 3,996.00	-	\$ -	1.00	\$ 666.00	1.00	\$ 666.00	17%		
39	ABANDON STORM SEWER	1.0	LS	\$ 34,160.00	\$ 34,160.00	-	\$ -	0.20	\$ 6,832.00	0.20	\$ 6,832.00	20%		
40	SANITARY MANHOLE, 4' I.D.	12.0	EA	\$ 3,915.65	\$ 46,987.80	3.00	\$ 11,746.95	2.00	\$ 7,831.30	5.00	\$ 19,578.25	42%		
41	12-INCH PVC SANITARY SEWER	1,630.0	LF	\$ 59.70	\$ 97,311.00	551.00	\$ 32,694.70	1,014.00	\$ 60,535.80	1,565.00	\$ 93,430.50	96%		
42	8-INCH PVC SANITARY SEWER	1,160.0	LF	\$ 50.26	\$ 58,301.60	188.00	\$ 9,448.88	-	\$ -	188.00	\$ 9,448.88	16%		
43	8-INCH PVC SANITARY SEWER LATERAL	40.0	LF	\$ 84.04	\$ 3,361.60	-	\$ -	-	\$ -	0.00	\$ -	0%		
44	6-INCH PVC SANITARY SEWER LATERAL	2,550.0	LF	\$ 37.36	\$ 95,268.00	-	\$ -	338.00	\$ 12,627.68	338.00	\$ 12,627.68	13%		
45	12-INCH X 8-INCH WYE	1.0	EA	\$ 489.20	\$ 489.20	-	\$ -	1.00	\$ 489.20	1.00	\$ 489.20	100%		
46	8-INCH X 6-INCH WYE	34.0	EA	\$ 118.30	\$ 4,022.20	-	\$ -	-	\$ -	0.00	\$ -	0%		
47	12-INCH X 6-INCH WYE	43.0	EA	\$ 296.40	\$ 12,745.20	10.00	\$ 2,964.00	30.00	\$ 8,892.00	40.00	\$ 11,856.00	93%		
48	6-INCH SANITARY CLEANOUT	77.0	EA	\$ 338.51	\$ 25,911.27	-	\$ -	10.00	\$ 3,385.10	10.00	\$ 3,385.10	13%		
49	6-INCH SANITARY CLEANOUT	1.0	EA	\$ 350.00	\$ 350.00	-	\$ -	-	\$ -	0.00	\$ -	0%		
50	CONNECT TO EXISTING SANITARY LATERAL	76.0	EA	\$ 216.24	\$ 16,466.72	-	\$ -	10.00	\$ 2,162.40	10.00	\$ 2,162.40	13%		
51	CONNECT TO EXISTING SANITARY SEWER	5.0	EA	\$ 1,038.49	\$ 5,192.45	2.00	\$ 2,076.98	-	\$ -	2.00	\$ 2,076.98	40%		
52	ABANDON EXISTING SANITARY SEWER	1.0	LS	\$ 11,560.00	\$ 11,560.00	-	\$ -	0.50	\$ 5,790.00	0.50	\$ 5,790.00	50%		
53	6-INCH PVC WATER MAIN	100.0	LF	\$ 70.65	\$ 7,065.00	-	\$ -	22.00	\$ 1,554.30	22.00	\$ 1,554.30	22%		
54	8-INCH PVC WATER MAIN	1,260.0	LF	\$ 52.69	\$ 66,389.40	-	\$ -	-	\$ -	0.00	\$ -	0%		
55	10-INCH PVC WATER MAIN	1,670.0	LF	\$ 61.95	\$ 103,473.20	-	\$ -	955.00	\$ 59,171.80	955.00	\$ 59,171.80	57%		
56	8-INCH VALVE & BOX	5.0	EA	\$ 1,509.30	\$ 7,546.50	-	\$ -	1.00	\$ 1,509.30	1.00	\$ 1,509.30	20%		
57	6-INCH VALVE & BOX	3.0	EA	\$ 2,095.60	\$ 6,286.80	-	\$ -	-	\$ -	0.00	\$ -	0%		
58	10-INCH VALVE & BOX	4.0	EA	\$ 3,049.80	\$ 12,199.20	-	\$ -	2.00	\$ 6,099.60	2.00	\$ 6,099.60	50%		
59	8-INCH TEE	1.0	EA	\$ 648.70	\$ 648.70	-	\$ -	-	\$ -	0.00	\$ -	0%		
60	10-INCH TEE	2.0	EA	\$ 1,088.10	\$ 2,176.20	-	\$ -	-	\$ -	0.00	\$ -	0%		
61	8-INCH X 6-INCH TEE	1.0	EA	\$ 553.80	\$ 553.80	-	\$ -	-	\$ -	0.00	\$ -	0%		
62	10-INCH X 6-INCH TEE	1.0	EA	\$ 846.30	\$ 846.30	-	\$ -	1.00	\$ 846.30	1.00	\$ 846.30	100%		
63	10-INCH X 8-INCH TEE	2.0	EA	\$ 951.60	\$ 1,903.20	-	\$ -	1.00	\$ 951.60	1.00	\$ 951.60	50%		
64	8-INCH X 6-INCH REDUCER	1.0	EA	\$ 321.10	\$ 321.10	-	\$ -	-	\$ -	0.00	\$ -	0%		





**Amendment  
No. 1**

**To: City of Ripon  
100 Jackson Street  
Ripon, WI 54971**

**Date of Issuance: 9/9/2021  
MSA Project No.: 00026022**

This is an amendment to the Agreement dated \_\_\_\_\_ and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

**Project Name:** Ripon 2020 CDBG-PF Administration and DNR SDWLP & CFWP Funding Applications for Vermont Street and Parkway Terrance Improvements Project

**The project scope has changed due to:** Add in SDWLP and CFWP Administration Costs

**The scope of the work authorized is:** SDWLP and CFWP Administration

**The schedule to perform the work is:** Approximate Start: 9/1/2020  
Approximate Completion: TBD

**The lump sum fee for the work is:** \$30,000


Authorization for the work described above shall amend the Agreement between MSA and OWNER. Any attachments or exhibits referenced in this Amendment are made part of the Agreement. Payment for these services will be on a lump sum basis.

**Approval:** MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

**CITY OF RIPON**

**MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_  
Adam Sontag  
City Administrator  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Brittney Mitchell  
Team Leader  
Date: 9/9/2021

Attest:

1230 South Boulevard  
Baraboo, WI 53913  
Phone: 608-356-2771

\_\_\_\_\_  
Clerk: Ann Schommer  
Date: \_\_\_\_\_

100 Jackson Street  
Ripon, WI 54971  
Phone: 920-748-4916



# Professional Services Agreement

This AGREEMENT (Agreement) is made today September 28, 2020 by and between CITY OF RIPON (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

**Project Name:** Ripon 2020 CDBG-PF Administration and DNR SDWLP & CWFPP Funding Applications for Vermont Street and Parkway Terrace Improvements Project

**The scope of the work authorized is:** Attached

**The schedule to perform the work is:** Approximate Start Date: 09/01/2020  
Approximate Completion Date: 12/31/2022

**The fee for the work is:** CDBG Administration: \$18,000 (LS)  
Wage Rate Monitoring: \$19,800 (LS)  
DNR Applications: \$23,600 (LS)  
CDBG Environmental Review: \$ 4,000 (Est)

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis and hourly basis as noted in the Scope of Work.

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

CITY OF RIPON



Lori Rich, City Administrator/Treasurer

Date: 9/29/2020


MSA PROFESSIONAL SERVICES, INC.



David M. Rasmussen, Community Development Specialist

Date: 09/21/2020

Attest:



Ann Schommer, Clerk

Date: 9/29/2020



Mary Wagner, P E , Team Leader

Date: 09/21/2020

100 Jackson Street  
Ripon, WI 54971  
Phone: (920) 748-4916

11 E. Marshall Street; Suite 201  
Rice Lake, WI 54868  
Phone: (715) 304-0303  
Fax: (715) 234-8944

**ATTACHMENT A:  
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects .....	\$115 – \$175/hr.
Clerical .....	\$ 60 – \$115/hr.
CAD Technician .....	\$ 95 – \$143/hr.
Geographic Information Systems (GIS).....	\$ 75 – \$143/hr.
Housing Administration .....	\$ 75 – \$120/hr.
Hydrogeologists.....	\$125 – \$155/hr.
Planners .....	\$ 85 – \$170/hr.
Principals.....	\$175 – \$275/hr.
Professional Engineers .....	\$ 86 – \$190/hr.
Project Manager.....	\$ 150 – \$238/hr.
Professional Land Surveyors .....	\$ 87 – \$165/hr.
Staff Engineers.....	\$ 80 – \$150/hr.
Technicians .....	\$ 65 – \$128/hr.
Wastewater Treatment Plant Operator.....	\$ 75 – \$ 95/hr.

REIMBURSABLE EXPENSES

Copies/Prints .....	Rate based on volume
Fax .....	\$1.00/page
GPS Equipment.....	\$40/hour
Mailing/UPS .....	At cost
Mileage – Reimbursement (currently \$0.575/mile).....	Rate set by Fed. Gov.
Mileage – MSA Vehicle (currently \$0.70/mile) .....	Rate set by Fed. Gov
Nuclear Density Testing .....	\$25.00/day + \$10/test
Organic Vapor Field Meter .....	\$100/day
PC/CADD Machine.....	Included in labor rates
Stakes/Lath/Rods.....	At cost
Total Station .....	Included in labor rates
Travel Expenses, Lodging, & Meals .....	At cost
Traffic Counting Equipment & Data Processing .....	At cost
Trimble Geodimeter.....	\$30/hour

\* Labor rates represent an average or range for a particular job classification. These rates are in effect until January 1, 2021.

## Attachment B

### Scope of Services

Scope of Services for "Ripon 2020 CDBG-PF Administration and DNR SDWLP & CWFP Funding Applications for Vermont Street and Parkway Terrace Improvements Project" including CDBG-PF Administration, CWFP & SDWLP Application, CWFP & SDWLP Administration, Wage Rate Monitoring & Funding Coordination, Municipal Advisor Assistance/ Coordination

Working in conjunction with the City of Ripon, MSA agrees to provide services for CDBG Administration, prepare a CWFP & SDWLP Application to Department of Natural Resources, CWFP & SDWLP Administration\*\*, Wage Rate Monitoring & Funding Coordination, and Municipal Advisor Assistance/Coordination as hereinafter stated:

#### SECTION 1: CDBG Administration

##### 1A: Basic Services- CDBG-PF Administrative Services.....\$18,000 (Lump Sum)

MSA proposes to provide administrative assistance services to the OWNER in accordance with the Wisconsin Department of Administration's (DOA) current CDBG Implementation Handbook. Administrative Services are outlined as follows:

1. Contracting assistance with DOA; review the Owner/DOA contract for accuracy & timeline
2. Recordkeeping – CDBG Program and Project Files
  - a. Establish and Maintain CDBG Program Administration Files
  - b. Establish and monitor Project Construction/Labor Standards Compliance files, Prime and Subcontractors
3. Financial Management Assistance
  - a. Review CDBG Drawdown Requests; CDBG Drawdown Request by Owner
4. Provide assistance to Owner to satisfy Equal Opportunity Requirements
  - a. Develop and maintain demographic profiles of the community by census data - relating to race, ethnicity, sex, age and head of households;
  - b. Develop and maintain racial, ethnic, gender, age and handicap data showing in the extent to which these categories of persons have participated in, or benefited from, CDBG programs and activities;
  - c. Document all equal opportunity related activities including compliance monitoring;
  - d. Include all applicable equal opportunity language in bidding specifications and contract documents;
  - e. Complete and submit the required equal opportunity reports/attend DOA monitoring visits.
5. Provide assistance to Owner to Satisfy Federal Labor Standards Requirements as detailed in Section 4.
6. DOA Monitoring Assistance
  - a. Prepare and submit semi-annual reports to DOA/Owner;

- b. Attend, assist Owner at all DOA program monitoring visits
- 7. Citizen Participation Compliance Assistance
  - a. Assist with creation of CDBG Committee, as applicable;
  - b. Assist Owner with the implementation of Citizen Participation Plan, per DOA requirements;
  - c. Attend/conduct required citizen participation hearing to provide the public with information regarding the CDBG program (near project completion);
  - d. Assist Owner in responding to citizen questions, complaints and/or grievances
- 8. Assist with Close-Out of CDBG Program
  - a. Advise owner to schedule/conduct final "single audit";
  - b. Submit the final report;
  - c. Submit the Certificate of Completion;
  - d. Submit the final report; Submit the Minority Business Enterprise/Women Business Enterprise Contractor/Subcontractor Record

**1B: CDBG-PF Environmental Review.....\$4,000 (Est. Hourly)**

- 1. Environmental Review
  - a. Prepare an Environmental Review Record according to 24 CFR Part 58 requirements
  - b. Request release of funds after environmental review is completed.

**1C: Additional Services..... TBD**

The following CDBG-PF related services are not included:

- 1. Acquisition and Relocation Services

**SECTION 2: CFWP & SDWLP Application Assistance.....\$23,600 (Lump Sum)**

*If the City authorizes MSA to proceed with a Clean Water Fund Program application and/or a Safe Drinking Water Loan Program application, responsibilities will be as outlined below, and the fee will be added by written contract amendment.*

**2A: CFWP & SDWLP Application – MSA Responsibilities**

MSA agrees to assist the OWNER with loan application preparation services including the following:

- 1. Assess the fundability of the project using WDNR Priority Scoring as a guideline
- 2. Meet with Owner to compile the necessary documentation required for a complete application (one site visit assumed)
- 3. Provide funding program coordination with other funds
- 4. Prepare and submit Endangered Resources Review request on behalf of the Owner (SDWLP)
- 5. Prepare and submit SHPO Comment and Consultation on a Federal Undertaking request on behalf of the Owner (SDWLP)

6. Complete CWFP & SDWLP Applications and submit on behalf of the Owner on or before the September 30, 2021 (CWFP) and June 30, 2021 (SDWLP) deadline (application submittal is not a guarantee of a loan award), including the following documentation:
  - Completed Clean Water Fund & Safe Drinking Water Loan Application including:
    - Detailed Project Budget
    - Detailed Debt Information
    - Detailed General Municipal Info
    - Detailed User (and adjusted user) Information
    - Four Year Revenue & Expenditure Projection
    - Four Year Operation & Maintenance (O&M) Costs
    - Replacement Fund Analysis and Schedule Options
  - Facilities Plan and Engineering Report Approval Documentation (MSA or owner provided)
  - Green Project Reserve (if applicable)
  - Information regarding User Charge impact estimates\* (see "Owner's Responsibilities", part "B", below)
  - Resolutions (Authorized Representative & Reimbursement Resolutions as adopted by the City Council.)
  - All MSA Contracts
  - Owner Provided Documentation including:
    - Proposed (or Actual) Intermunicipal Agreement\*
    - User Charge System (current and any projected rate updates\*)
    - Sewer and Water Use Ordinance\*
    - Contracts with System Users\*
    - Past 2 years Municipal Budgets and Audited Financials
    - Past 2 years Water and Sewer Utility Budgets (and Audited Financials, if separate)
    - All outstanding Water and Sewer Revenue Bonds and Amortization Schedules
    - Latest Official Statement
    - Contracts for other Professional Services
    - Information on Other Funding Sources\*
    - Debt Instrument to Be Refinanced (Interim Financing Document/Note)
    - Bidding Documentation (if available at time of application)\*
7. Work with the Owner and the WDNR to compile the necessary documentation required for CWFP & SDWLP post-application submittals

## **SECTION 2B: CWFP & SDWLP Application – Owner's Responsibilities**

The OWNER will:

1. Provide requested information and documentation complete and in a timely manner.
2. Seek and retain Bond Council as required.
3. Provide land opinion by Attorney as required.

4. Prepare the rate file case study and update water rates as necessary to PSC prior to loan closing.
5. Prepare the rate evaluation\* and update sewer rates\* as necessary, as required prior to loan closing.
6. Coordinate project and funding information with any other Municipal Advisors to the City.

\*MSA can provide these additional services as requested.

**SECTION 3: CWFP & SDWLP Loan Administration.....\*\*TBD**

*If the City authorizes MSA to proceed with a Clean Water Fund Program and/or a Safe Drinking Water Loan Program Administration assistance, responsibilities will be as outlined below, and the fee will be added by written contract amendment.*

MSA agrees to assist the OWNER with loan administration services including the following:

1. Work with the Owner and the WDNR to compile the necessary documentation required for CWFP & SDWLP loan closing(s):
  - Updated budget(s) to include all costs for loans
  - DBE compliance and all bidding documentation for project(s)
  - All award documentation and executed construction contract(s) for project(s)
  - Updated construction schedule
  - Disbursement request, along with all corresponding invoices
  - Use of American Iron and Steel Certification
  - WDNR Form 8700-201 Federal Equivalency Projects Assurances and Certification if needed
  - Ensure DNR has all corresponding Plan and Spec Approval letters for project
  - Final documentation of Green Project Reserve as needed
  - Proof of final user charge adoption for water rates (if necessary)
  - Intermunicipal Agreement (if applicable)
  - Title and Deed, and cashed check for any applicable land purchase
  - Statement of Payoff amount (if project has interim financing)
  - Legal Opinion from City Attorney regarding 20-year ownership of all land involved in project(s)
  - Facilitate any necessary coordination between other funding sources to allow CWFP & SDWLP to correctly understand all funding sources and amounts listed on project budgets.
2. Provide administrative services as required after loan closings. Establish and maintain CWFP & SDWLP Administration Files
  - Application files and required documentation
  - Financial Assistance Agreement contracts
  - Financial management/disbursements
  - Environmental review
  - Change Orders and Misc. Purchases (as approved by DNR)
  - Project closeout file
  - General correspondence files

- Labor standards files (see above for detail regarding monitoring)
3. Work with the Owner and the WDNR through loan close-out at the end of the project.

**SECTION 4: Provide Federal Labor Standards Monitoring for Construction Project(s) & Funding Coordination.....\$19,800 (Lump Sum)**

MSA agrees to assist the OWNER with compliance and coordination services including the following:

1. Serve as Labor Standards Officer on behalf of Owner
2. Secure/utilize current federal wage rate schedules, per CWFP & SDWLP/CDBG requirements
3. Include (or provide for inclusion if requested) all applicable federal labor standards information in all bidding specifications and contract documents
4. Conduct required pre-construction conference and review wage requirements, funding processes and procedures, and payment procedures per all funding agencies as it relates to construction
5. Assist Owner with on-the-job employee interviews (HUD Form 11) and compare interviews to payrolls received; follow up on discrepancies between interviews and payroll documents
6. Review contractor & all sub-contractor payroll records for Davis-Bacon wage rate compliance on a weekly basis during construction:
  - a. Verify signed Certificate of Compliance attached to Payroll report
  - b. Verify that payroll reports include the following:
    - i. Name and Address of employees
    - ii. Employee Identification number
    - iii. Federal classification
    - iv. Base wage hourly amount
    - v. Fringe benefit hourly amount
    - vi. Standard Deductions
    - vii. Other Deductions (with explanations)
    - viii. Identified Apprentice(s) and current level in certified program
  - c. Verify receipt of required attachments to the payrolls:
    - i. Union Wage Sheet, or Documentation of Approved Fringe Plan(s), i.e. name, address, phone number, and frequency of deposit on behalf of employees
    - ii. Authorization of "Other" deductions, i.e. Child Support orders, signed plan/insurance/savings enrollment sheets
    - iii. Apprentice Contracts and corresponding Union Contract including ratios of journeymen to apprentices
6. Assist Owner in resolving labor standards compliance issues

## SECTION 5: MUNICIPAL ADVISOR

### 5A: BASIC Municipal Advisor Services

#### Municipal Advisor Services Disclosure

MSA Professional Services, Inc. (MSA) is a registered Municipal Advisor (MA) with SEC and MSRB<sup>1,2</sup>, and is able to serve the Municipality as outlined and required in the Securities Exchange Act and subsequent rules of the Securities and Exchange Commission (hereafter "SEC") and Municipal Securities Rulemaking Board (MSRB).

The Project under consideration may require evaluation of whether or how the Municipality might issue municipal securities or invest proceeds of municipal securities, including, but not limited to:

1. Advice related to financing, including loans, from state and/or federal resources, timing, scheduling, and related.
2. Tax Increment Finance services
3. Tax / Utility Rates in conjunction with, or in advance of, a municipal project.

MSA, as a Municipal Advisor to the Municipality, maintains a fiduciary duty to protect the Municipality's interests above MSA's own interests during the Project.

The Scope includes:

1. Review the Municipality's overall financial condition including review of Budget Data (Revenue and Expense), Audits, Outstanding Debt and Utility / Tax Rates to aide in determining borrowing impacts, restrictions and opportunities as a result of the proposed project(s).
2. Assist in determining appropriate project financing strategies by evaluating the following funding and debt service mechanisms<sup>5</sup>, including, but not limited to:
  - i) State Revolving Loan Fund program administered by the Wisconsin DNR
    - (1) Clean Water Fund Program (CWFP)
    - (2) Safe Drinking Water Loan Program (SDWLP)
  - ii) USDA Rural Development
  - iii) General Obligation Debt
  - iv) Revenue Debt
  - v) Tax Incremental Finance District Revenue Financing (if applicable)
  - vi) Opportunities for Grants and/or Principal Forgiveness associated with the project
  - vii) Basic evaluation of other sources of funding and information related to additional market opportunities and professionals.
3. Advising related to necessary application financing vehicles such as securing interim financing, preliminary review of sources of match funding, and related requirements.

- i. If additional applications to other funding sources are determined to be appropriate to the project, those will be addressed with a separate contract or amendment with the entity of the City's choosing. However, this Municipal Advisor disclosure clause covers MSA's responsibilities for the project hereto.
4. MSA-provided documents to the Municipality related to the work in this section that are to be forwarded to any other entities serving as Municipal Advisors to the Municipality. Likewise, impacted parties<sup>3</sup> must provide to MSA, in a timely manner, copies of any guidance or information provided to the City related to or impacting this project or the Municipality.
  5. Reasonable inquiry to determine if there are potential or actual conflicts of interest related to this project, and written disclosure of such.
    - i. (9/21/2020 MKW) Upon reasonable inquiry, MSA has no known material conflicts of interest.
  6. Disclosure of material events.
    - i. (9/21/2020 MKW) There are no legal or disciplinary actions against MSA or its registered Municipal Advisor (MA-I) personnel.
  7. The Municipality may decline to permit MSA from providing MA advice or services, however, that may adversely affect the ability to complete the funding work requested. A community may have as many Municipal Advisor-qualified entities working for them as they choose. A community is in no way obligated to take the advice of an MA entity, but the MA entity has a higher fiduciary duty<sup>4</sup> to the community.
  8. Upon signature of this contract, this disclosure shall be relied upon until the project funding is in place and the rates related to the project have been established (herein MA "Termination Date").

<sup>1</sup> Registration of Municipal Advisors is a requirement created under the Dodd-Frank Wall Street Reform and Consumer Protection Act. Under Section 15B(4)(A), the term "municipal advisor" is defined as "a person (who is not a municipal entity or an employee of a municipal entity)" that: a) "provides advice to or on behalf of a municipal entity or obligated person with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms and other similar matters concerning such financial products or issues;" or b) "undertakes a solicitation of a municipal entity."

<sup>2</sup> Additional information regarding Municipal Advisor compliance regulations can be found at <http://www.msrb.org>

There are certain protections afforded to the Municipality by the MSRB in relation to municipal advisory activities. A description of these protections and methods for filing a complaint with a regulatory agency can be found at <http://www.msrb.org/Rules-and-Interrelations/File-a-Complaint.aspx>

<sup>3</sup> Impacted parties include, but are not limited to, professionals providing financial guidance or guidance with a financial impact to OWNER and its subunits, such as accountants, attorneys, financial advisors, bankers, or other engineering entities.

<sup>4</sup> Fiduciary Duty: OWNER understands that MSA has fiduciary duty to OWNER under Section 15B(c)(1) of the Federal Securities and Exchange Act and SEC and MSRB rules and guidance related to municipal advisory services.

<sup>5</sup> MSA will not evaluate potential opportunity in detail within the Open Bond Market as a financing mechanism. If open bond market financing is desired, MSA can assist in the procurement of a Financial Advisor or an Independent Registered Municipal Advisor (IRMA) and relinquish and/or cooperate on MA duties at such time.

**5B: MUNICIPAL ADVISOR - ADDITIONAL SERVICES**

If authorized by the OWNER, MSA shall furnish, or cause to be furnished, additional services of the following type which are not considered customary Basic Services:

- 1 Continued services to review project components and financial implications throughout the project.
- 2 Preparation of financial reports, studies or analysis considered necessary as supporting documentation to the project.
- 3 Provide technical assistance to potential participants in the project (i.e. OWNER, developer, financial institutions, etc.).
- 4 Prepare and submit appropriate correspondence to financial institutions, funding agencies and project participants outlining financial components as necessary and requested.
- 5 Draft and prepare for signature all resolutions, letters, documents and notices as necessary.
- 6 Participate in required public hearing related to MA services (if applicable).

**5C: MUNICIPAL ADVISOR - THE OWNER'S RESPONSIBILITIES**

The OWNER will:

- 1 Provide MSA with necessary financial information related to the community including, but not limited to, audits, bank statements, debt issuances and amortization schedules, budgets and related financial documents as necessary to review the overall financial condition of the community.
- 2 Examine all studies, reports, estimates, and other documents presented by MSA.
- 3 Provide such legal, accounting, public facilities, appraisals, easements, and insurance counseling services as may be required for the Project, and such auditing service as the OWNER may require;
- 4 Provide MSA with copies of existing studies, reports, plans, maps, and surveys relative to the documentation of needs of the community and particularly those that are relevant to the Project. These include any long-range projects that may require a public financing component in future years.

MSA PROFESSIONAL SERVICES, INC. (MSA) – GENERAL TERMS AND CONDITIONS OF SERVICES

1 The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2 MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3 Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

5. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

6. In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

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

7 This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all

work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

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

8 The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

9 MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

10 Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

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

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

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

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

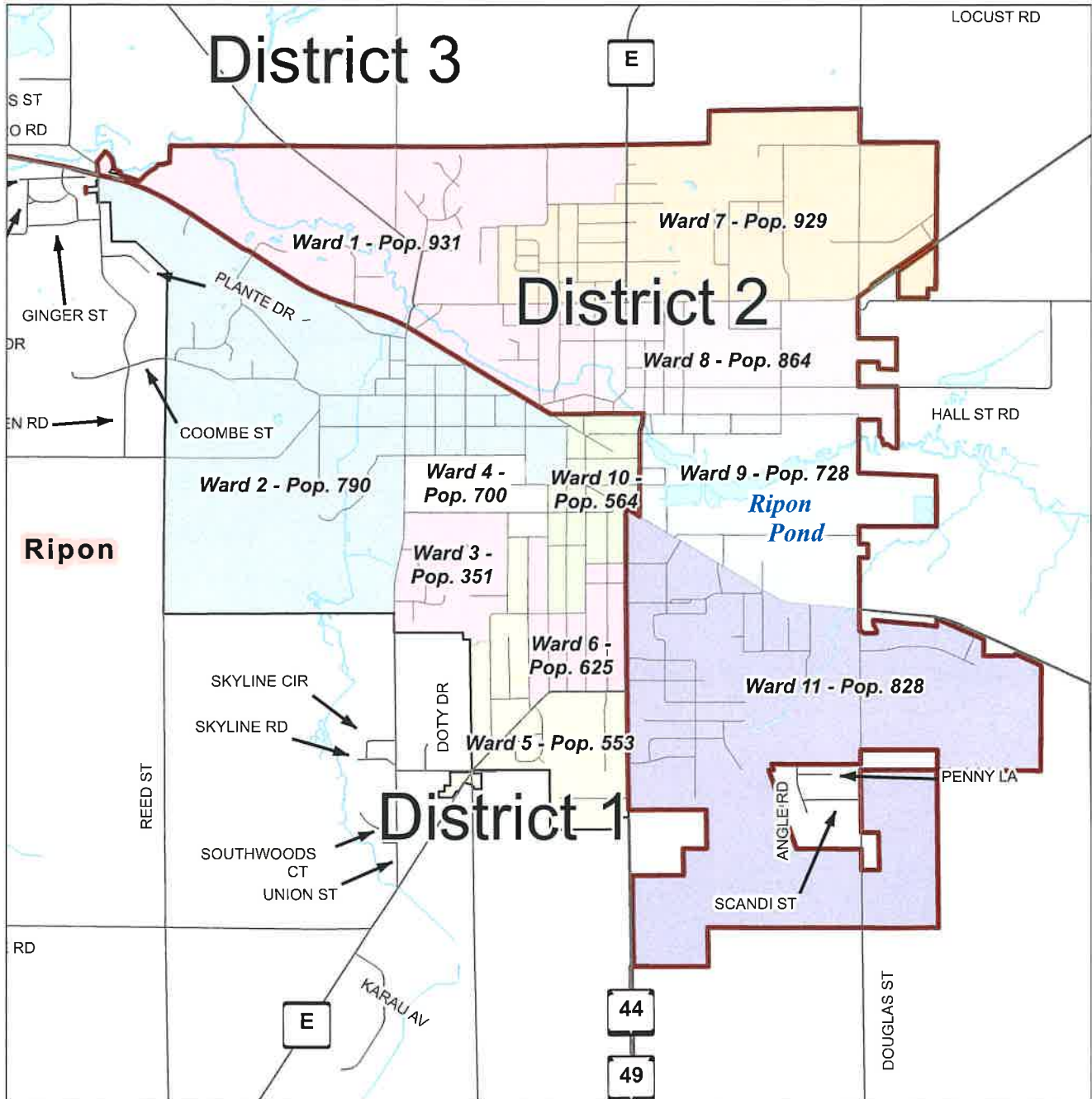
12 OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

13 This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

14 OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

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

# Ripon Ward Map



**Legend**

- Municipal
- Town
- County
- State EXP
- State
- US Highway
- US Highway FRW
- US Highway EXP
- Unincorporated Villages
- Supervisory District Boundary
- Town
- City; Village
- Waterways
- Open Water
- Adjacent County Lines

**Wards**

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11

Produced by: Fond du Lac County  
 Planning & Land Information Depts.  
 160 S. Macy Street  
 Fond du Lac, WI 54935  
 (920) 929-3200  
 Map Printing Date: September 22, 2021



CITY OF RIPON

Resolution No. \_\_\_\_\_

**Resolution Authorizing Execution of the  
Department of Natural Resources  
Principal Forgiven Financial Assistance Agreement**

**WHEREAS**, the City of Ripon (the "Municipality") wishes to undertake a project to replace private lead service lines at residences, pre k -12 schools and licensed and/or certified daycare centers, identified as DNR No. 5289-12 (the "Project"); and

**WHEREAS**, the Municipality has applied to the Safe Drinking Water Loan Program (the "SDWLP") for financial assistance in the form of a loan made by the SDWLP to the Municipality of which all the principal will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the DNR Financial Assistance Agreement; and

**WHEREAS**, the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to \$100,000 that it has identified as being eligible for SDWLP funding;

**NOW, THEREFORE**, the City Mayor and City Clerk are authorized by and on behalf of the Municipality to execute the Principal Forgiven Financial Assistance Agreement that contains the terms and conditions of the SDWLP award for the Project. The Principal Forgiven Financial Assistance Agreement is incorporated herein by this reference.

\_\_\_\_\_  
Theodore Grant, Mayor

ATTEST:

\_\_\_\_\_  
Adam Sonntag, City Administrator

AYES \_\_\_\_\_ NAYES \_\_\_\_\_

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021

Approved as to form:

\_\_\_\_\_  
Ludwig L. Wurtz, City Attorney

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE TO CREATE CHAPTER 6.37 OUTDOOR OPEN CONTAINER  
ENTERTAINMENT EVENT PERMIT  
OF THE MUNICIPAL CODE  
OF THE CITY OF RIPON, WISCONSIN**

**WHEREAS**, the Common Council for the City of Ripon is desirous to create Chapter 6.37 Outdoor Open Container Entertainment Event Permit of the Municipal Code of the City of Ripon,

NOW THEREFORE IT BE ORDAINED BY THE COMMON COUNCIL OF THE CITY OF RIPON, WISCONSIN CREATES CHAPTER 6.37 OUTDOOR OPEN CONTAINER ENTERTAINMENT EVENT PERMIT TO READ AS FOLLOWS:

**Chapter 6.37 OUTDOOR OPEN CONTAINER ENTERTAINMENT EVENT PERMIT**

Sections:

**6.37.010 Definitions.**

All terms or phrases for the purposes of this section shall have the meanings provided in Wis. Stats., § 125.02, except as described below:

**EVENT LICENSED PREMISES or EVENT LICENSEE** — A premises identified in the "outdoor open container entertainment event permit" application that has been issued a temporary class "B" pursuant to Chapter 6.36 of the City of Ripon Municipal Code of Ordinances and Ch. 125, Wis. Stats.

**OPEN CONTAINER** — A paper or plastic cup which does not exceed 16 fluid ounces in size located within the "outdoor open container entertainment event" boundaries. The open container shall bear the "outdoor open container entertainment event's" printed name and/or logo, or otherwise be identifiable as an open container if approved by the Common Council. Glass containers may only be used with approval by the Common Council.

**OUTDOOR OPEN CONTAINER ENTERTAINMENT EVENT** — A special event in a defined area of the City which, because of adjacent zoning, includes, but is not limited to, any combination of retail shops, galleries, bars, restaurants, entertainment venues and related businesses, located in any public area, including the streets, sidewalks and rights-of-way located within the City of Ripon, where the possession and consumption of "fermented malt beverages" and/or "wine" from an open

container is permitted subject to an approved application, the regulations contained within this section and Chapter 125 of the Wisconsin State Statutes.

#### **6.37.020 Outdoor open container entertainment event.**

During dates, times and locations within areas of the City designated for an outdoor open container entertainment event, the possession and consumption of fermented malt beverages and/or wine purchased from an event licensed premises in an open container are permitted, notwithstanding Chapter 12.34 of the City of Ripon Municipal Code of Ordinances

#### **6.37.030 Application.**

Application for the outdoor open container entertainment event shall contain and disclose:

- A. A detailed description of the location of the outdoor open container entertainment event, including a proposed map detailing the location.
- B. A detailed event security plan.
  - 1. The applicant may use a private security firm or the City of Ripon Police Department with the required service fees.
- C. A specific plan indicating where patrons will be permitted to carry the fermented malt beverages and/or wine.
- D. Street closure. Identify any proposed street or public area closure, including proposed time and locations.
- E. Public entertainment. A detailed description of all public entertainment associated with the event.
- F. Such other reasonable and pertinent information as the Common Council may require.

#### **6.37.040 Application fee.**

The fee for an outdoor open container entertainment event shall be paid to the City Clerk at the time of application submission. The fees shall be established by the Common Council and may be modified from time to time.

#### **6.37.050 Liability.**

- A. Applicant shall supply the Certificate of Insurance listing the City of Ripon as additionally insured with the Application in an amount of not less than one-million dollars.
- B. Applicant shall submit a Hold Harmless Agreement with the City of Ripon with the Application.

### **6.37.60 Applicant's responsibility.**

- A. Boundaries/signs. The applicant(s) shall be responsible for providing open and notorious notice of the event boundaries to all participants throughout the event by use of signs, barricades or other approved means.
- B. Cleanup. The applicant shall maintain the event area in a clean, sanitary, neat and orderly appearance at all times during the event. Applicants shall ensure that any event refuse is removed from the event area no later than 24 hours after the conclusion of the event.
- C. Security. The applicant shall provide security as detailed in the application security plan. All security personnel for an event shall be clearly identified by approved uniform.
- D. Nonalcoholic beverages. Applicants shall be responsible for providing an equal number of premises dispensing nonalcoholic beverages to premises dispensing fermented malt beverages and/or wine (1:1 ratio).
- E. Other permits. The applicant shall secure any other permits required by the City of Ripon Municipal Code of Ordinances for associated event activities.

### **6.37.070 Operational requirements.**

Outdoor open container entertainment events shall be subject to the following regulations:

- A. Sale for event consumption. An event licensed premises licensed to dispense fermented malt beverages and/or wine by the drink for consumption on the event licensed premises is authorized to dispense fermented malt beverages and/or wine in an open container to a person of legal drinking age for removal from an event licensed premises; provided, however, that no event licensee shall dispense to any person more than one such fermented malt beverage and/or wine at a time for removal from the event licensed premises, and no person shall remove at one time more than one such fermented malt beverage and/or wine from the event licensed premises.
- B. Intoxicating liquors. The sale or consumption of intoxicating liquors at an event licensed premises is prohibited.
- C. Source of fermented malt beverage and/or wine.
  - 1. The permit holder shall purchase its alcohol from a source authorized under Wis. Stats., Ch. 125.
  - 2. Open containers of fermented malt beverages and/or wine within an outdoor open container entertainment event must be purchased/dispensed from an event licensee at an event licensed premises within the outdoor open container entertainment event boundaries. Alcohol in an open container within an outdoor open container entertainment event which has not been purchased from an event licensed premises is prohibited.

- D. Open container. No container in which a fermented malt beverage is dispensed and removed from the event licensed premises shall exceed 16 fluid ounces in size. No container in which wine is dispensed and removed from an event licensed premises shall contain more than 6.5 fluid ounces of wine.
- E. Event dates. Events shall be limited to the date(s) of the approved permits. An event may last no more than three days.
- F. Hours of operation. Open containers of fermented malt beverages and/or wine shall not be permitted within an outdoor open container entertainment event between the hours of 11:00 p.m. and 6:00 a.m. An event licensee shall not allow the removal of alcohol in an open container for the consumption of alcohol off an event licensed premises between the hours of 11:00 p.m. and 6:00 a.m.
- G. Possession or consumption of open containers of alcoholic beverages within or upon any parking lot, parking facility or motor vehicle within the outdoor open container entertainment event shall be prohibited unless otherwise permitted by Wisconsin State Statute.
- H. Possession or consumption of alcoholic beverages by an underage person within an outdoor open container entertainment event is prohibited at all times except as otherwise permitted by law. All individuals wishing to possess or consume a fermented malt beverage and/or wine within an outdoor open container event must have a wristband issued by an authorized event licensee which sold the fermented malt beverage and/or wine to the individual.
- I. This section shall not be construed to prohibit the sale of alcoholic beverages in the original, unopened containers for off-premises consumption. However, consumption of alcoholic beverages sold in original, unopened containers for off-premises consumption shall not be permitted during the outdoor open container entertainment event.
- J. Consumption of alcohol within an outdoor open container entertainment event from a can, bottle or a container which is not authorized pursuant to this section is prohibited.
- K. Event licensees shall not permit patrons to enter event licensed premises with fermented malt beverages and/or wine acquired from outside the outdoor open container entertainment event boundaries or a non-event licensed premises.
- L. Any event licensee permitting patrons to remove a fermented malt beverage and/or wine from an event licensed premises for consumption during the outdoor open container entertainment event shall employ a person to monitor all exits of the event licensed premises to ensure that all beverages are removed in accordance with this section.
- M. Neither event licensees nor patrons shall refill an open container with alcoholic beverages not purchased from an event licensed premises from which the open container originated.
- N. No person shall exit a designated outdoor open container entertainment event boundary with fermented malt beverages and/or wine purchased in an open container for consumption within the outdoor open container entertainment event boundary.

- O. Special events and areas temporarily licensed pursuant to Wisconsin Statutes Chapter 125 occurring within boundaries of the outdoor open container entertainment event shall be subject to the provisions of this section.
- P. Event-specific operational requirements upon which approval of the application was conditional when approved by the Common Council.
- Q. Outdoor open container entertainment events are prohibited within residential zoning districts, nor shall the boundaries of an outdoor open container event abut a residential zoning district.
- R. Operators, including provisional or temporary operators, shall not imbibe alcoholic beverages while working or volunteering at an event licensed premises during the outdoor open container entertainment event.

**6.37.080 Approval or denial of application.**

Outdoor open container entertainment event permits are subject to approval by the common council.

\_\_\_\_\_  
Theodore Grant, Mayor

ATTEST:

\_\_\_\_\_  
Adam Sonntag, City Administrator

AYES \_\_\_\_\_ NAYES \_\_\_\_\_  
 PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.  
 PUBLISHED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

Approved as to form:

\_\_\_\_\_  
Ludwig L. Wurtz, City Attorney