



City of Beaver Dam, Wisconsin
Operations Committee Meeting

205 S. Lincoln Ave; Council Chambers
Monday, August 3, 2026 at 6:30 PM

[Join Zoom](#)

Meeting ID: 885 0407 3460

Passcode: 989776

(312) 626-6799

AGENDA

- 1) Call to Order – Roll Call
 - a) Approval of the July 20, 2026, Meeting Minutes
- 2) Discussion & Possible Action
 - a) Regarding Authorization to Use a Portion of City Owned Property for a Monarch Butterfly Garden Project
 - b) Regarding an Ordinance Creating Section 62.54, Electric Bicycles and Electric Micromobility Devices, of the Beaver Dam Municipal Code
 - c) Regarding an Ordinance Creating Section 50-33, Misuse of Emergency Telephone Line and Non-Emergency Telephone Line, of the Beaver Dam Municipal Code
 - d) **RESOLUTION NO. 71-2026** A Resolution Authorizing a Professional Services Agreement for Application and Administration of the 2026 Clean Water Fund Loan
 - e) **RESOLUTION NO. 72-2026** A Resolution Declaring Official Intent to Reimburse Expenditures
 - f) Regarding a Resolution Authorizing the Preparation of an Engineering Report and the Initiation of Proceedings Under Wisconsin Statute §66.0413 for Property Located at 1322 N. Spring Street
 - g) Regarding Consideration of Policies 307 Capital Improvement Plan, 308 Procurement Policy, 501 Snow and Ice Control, and 505 Street Naming Policy
 - h) Regarding Creation of a Building Oversight Committee for the New Fire Department Facility
- 3) Items for Future Agendas
- 4) Adjourn

This agenda was posted and made available to the news media, public and various City officials, and staff in compliance with the State of WI Open Meetings Law and Operations Committee policy:

Posted: 7.30.26 by Tracey Ferron, City Clerk at 2:30 p.m.

A quorum of the Common Council may attend this meeting.



1) Call to Order – Roll Call

The meeting of the Operations Committee was called to order at 6:32 p.m. by Jennifer Hiley.

Present: Jeff Bierman, Jennifer Hiley, Cris Olson (arrived 6:34 pm), Andrew Perkins, Bart Radke, Julie Wendt, Nancy Wild, 7. Absent: 0.

Others in attendance — Mayor Bobbi Marck, Todd Janssen (Director of Engineering), Jeremy Klug (Director of Utilities), Dan Mulhern (Public Works Supervisor), Joe Lehner (Water Utility Supervisor), Shannon Koele (Beaver Dam Chamber of Commerce), and public members.

a) Approval of the June 15, 2026, Meeting Minutes

After Klug mentioned a change in the minutes, a motion by Nancy Wild, second by Cris Olson, to amend to correct page two where it states: "Klug stated that it is mandated by the federal government" to "Klug stated that the EPA (Federal Government) is mandating Lead Service Line Replacement, not sanitary lateral replacement." Motion carried by acclamation.

2) Discussion & Possible Action

a) Regarding Business Park Sign Changes

Introduced by Janssen, followed by discussion. Koele gave a presentation on the proposed Business Park Sign changes. Hiley asked if this could be an income potential for advertising for other businesses on the sign. Wild asked if Koele had seen some of the presented signs at an event or at different locations. Bierman would like to move forward with estimates. Radke would like more detail with the estimates. Olson mentioned that having a good-sized sign would be best to advertise. The consensus is to move forward with getting estimates to the committee.

b) **RESOLUTION NO. 61-2026** A Resolution Awarding the Contract to Supply and Install a Vertical Turbine Backwash Pump at the Water Treatment Plant

Introduced by Lehner, followed by discussion. Motion by Nancy Wild, second by Cris Olson, to approve as presented. Motion carried by acclamation.

c) **RESOLUTION NO. 62-2026** A Resolution Authorizing a Professional Services Agreement for Lower Tower Parking Lot Improvements

Introduced by Janssen, followed by discussion. Motion by Cris Olson, second by Nancy Wild, to approve as presented. Motion carried by acclamation.

d) **RESOLUTION NO. 63-2026** A Resolution Awarding the Contract for the Eagle's View Addition 3 Utility and Street Construction Project

Introduced by Janssen, followed by discussion. Motion by Jeff Bierman, second by Bart

Radke, to approve as presented. Motion carried by acclamation.

- e) Regarding a Resolution Authorizing the Complete and Final Report on Estimated Special Assessments for the 2026 Sewer Lateral & Water Service Replacement Program Project

Introduced by Janssen, followed by lengthy discussion. Motion by Jeff Bierman, second by Cris Olson, to approve as presented. Motion carried by acclamation.

- f) Regarding Authorization to Proceed with Bidding of the 2026 Street Maintenance Program

Introduced by Janssen, followed by discussion. Motion by Cris Olson, second by Nancy Wild, to approve as presented. Motion carried by acclamation.

- g) Regarding Authorization to Proceed with Bidding of the 2026 Street Resurfacing Program

Introduced by Janssen, followed by discussion. Motion by Jeff Bierman, second by Nancy Wild, to approve as presented. Motion carried by acclamation.

- h) Regarding the Preliminary 2027-2031 Capital Improvement Plan

Introduced by Bierke, followed by lengthy discussion. Annually, the City of Beaver Dam adopts a capital improvement plan. The purpose of the plan is to map out large expenditures for the city while eliminating surprises to both elected officials and constituents. The Capital Improvement Plan helps establish purchases that staff will include in the 2027 City Budget as part of the capital improvement fund. By using a capital improvement fund, the city is able to separate out purchases that cost \$10,000 or more and last more than three years, creating a smooth and level operating budget and putting large sporadic purchases into a separate fund. This avoids significant tax levy increases or decreases and creates a stable and predictable environment. The recommendation from the committee is to take this in full to council for consideration.

- 3) Items for Future Agendas

Radke would like to discuss having an oversight building committee for the new Fire Department.

- 4) Adjourn

Motion by Cris Olson, second by Nancy Wild, to adjourn. Motion carried by acclamation. The meeting adjourned at 7:26 p.m.



City of Beaver Dam, Wisconsin
Parks & Forestry Department

TO: Operations Committee
FROM: Joe Kern
SUBJECT: Authorization to Use a Portion of City Owned Property for a Monarch Butterfly Garden Project

The Issue:

Sierra Zellner (607 Scott St) has requested to use a portion of City owned property for a Monarch Butterfly Garden project. The said property is located off of Judson Dr by the community gardens. The proposed project area would be approximately 60' x 90' in size, located approximately 40' west of the raised garden beds and approximately 35' south of the city sidewalk. Attached is a list of plants that would be used, a map of the proposed area, and a proposed sign that would be put up by the garden.

Considerations:

This project would be an area that would be set up to provide healthy environments to help Monarch Butterflies and pollinators. This has a positive environmental aspect as well as an educational aspect. It would be open to the public to observe the plants and the butterflies. This can help educate the public on what plants can be used in their own landscape to help the struggling Monarch population. All proposed plants are native to Wisconsin. This project would be slated for fall 2026 or spring 2027.

Does this item have a financial or budget impact?

Yes

This is a project that would be privately funded, installed, and maintained. This area is currently green space, allowing this space to be used for this project would reduce mowing and maintenance by the Parks staff.

Recommendation:

Staff recommends authorizing the request to use a portion of City owned property for a Monarch Butterfly Garden project as presented.

Attachments:

1. Map
2. Plant List
3. Sign

JUDSON DR

872.54'

ANNEXED
848/48

206-1114-0912-003

206-1114-0912-003

CITY OF BEAVER DAM

301 JUDSON DR

14.937 Deed Acres

14.944 Calc. Acres

View: [Report](#) | [Google Maps](#)

906/826

Plant Name	Sun Requirements	Bloom Time	Height	Spacing
Common Milkweed	Full, Partial	June-August	3ft	2-3'
Butterfly Milkweed	Full, Partial	June-August	2ft	1-3'
New England Aster	Full, Partial	August-October	5ft	2-3'
Prairie Aster	Full, Partial	September, October	2ft	1-2'
Sweet Black Eyed Susan	Full, Partial	August-October	5ft	2-3'
Meadow Blazing Star	Full, Partial	August, September	5ft	1-2'
Prairie Blazing Star	Full, Partial	July-September	4ft	12-18"
Purple Coneflower	Full, Partial	July-September	4ft	18-24"
Bee Balm / Bergamont	Full, Partial	July-September	4ft	2-3'
Columbine	Full, Partial, Shade	April-June	2ft	10-17"
Prairie Phlox	Full, Partial	May-July	2ft	10-12"
Anise Hyssop	Full, Partial	June-September	3ft	12-16"



BEAVER DAM

Monarch Meadow

— GROW NATIVE. SUPPORT MONARCHS. —



City of Beaver Dam, Wisconsin
City Administrator Office

TO: Operations Committee
FROM: John Kreuziger, Larry Bierke
SUBJECT: Ordinance Creating Section 62.54, Electric Bicycles and Electric Micromobility Devices, of the Beaver Dam Municipal Code

The Issue:

The Beaver Dam Police Department is aware of community complaints regarding the lack of regulations for ebikes and scooters. Attached is a proposal that could help regulate these type of transportation devices.

Considerations:

The Operations Committee is being asked to review this draft ordinance and consult with their constituents to determine if this ordinance appropriately covers the concerns being raised by the community.

Does this item have a financial or budget impact?

No

There is no fiscal impact to the city's operating budget. This ordinance would use additional staff time to complete enforcement efforts and address community complaints.

Recommendation:

Attachments:

1. Draft Ordinance

**City of Beaver Dam
Ordinance Number __-2026**

**An Ordinance Creating Section 62.54
of the Beaver Dam Municipal Code**

The Common Council of the City of Beaver Dam, Wisconsin do-ordain as follows:

SECTION 1. Section 62.54 is hereby created as follows:

SECTION 62.54 Electric Bicycles and Electric Micromobility Devices.

(a) **Purpose:** This section is enacted to regulate and control the use of electric bicycles (e-bikes) and electric micromobility devices to ensure that the health, safety, and general welfare of the public and the good order of the City is protected and maintained. The City's authority to regulate streets and public property is contained in the Wisconsin Statutes, including, but not limited to, Wis. Stats. §§ 340.01 (15ph), 346.77 – 346.82, and Chapter 349, and any future amendments thereto by the Wisconsin Legislature which are hereby incorporated herein.

(b) **Definitions. As used in this section, the following terms shall have the meanings indicated:**

(1) **ELECTRIC BICYCLE: A bicycle that is equipped with fully operative pedals for propulsion by human power and an electric motor of seven hundred and fifty (750) watts or less and that meets the requirements of any of the following classifications:**

- a. **CLASS 1 ELECTRIC BICYCLE:** An electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of twenty (20) miles per hour.
- b. **CLASS 2 ELECTRIC BICYCLE:** An electric bicycle that may be powered solely by the motor and is not capable of providing assistance when the bicycle reaches the speed of twenty (20) miles per hour.
- c. **CLASS 3 ELECTRIC BICYCLE:** An electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of twenty-eight (28) miles per hour.
- d. **OUT-OF-CLASS ELECTRIC VEHICLE (OCEV):** An electric-powered, 2 or 3 wheeled vehicle that exceeds the speed or power limits of standard Class 1, 2, or 3 electric bicycles. Motor exceeds seven hundred and fifty

(750) watts or twenty-eight (28) miles per hour with motor assistance and may be throttle only operation that relies on throttle control only and without the option for pedal-assist.

- e. **ELECTRIC MICROMOBILITY DEVICE:** Any small, twenty (20) miles per hour or under, electric-powered transportation device that has not been modified, including electric scooters, OneWheels, electric skateboards, seated scooters, personal assistive mobility devices, and other small, lightweight, wheeled electric-powered conveyances. This does not apply to electronic wheelchairs, or mobility scooters with three or four wheels designed for assisting individuals with handicap accessibility.

(c) Registration.

- (1) Owners of electric bicycles or electric micromobility devices shall register their electric bicycles or electric micromobility devices as required by the provisions for bicycles as set forth Section 62-9 of this Code.

(d) Safety equipment required.

- (1) Any person less than sixteen (16) years of age operating or riding on an electric bicycle or electric micromobility device on a public roadway, public sidewalk, public bicycle path, or any other public right-of-way under the jurisdiction and control of the City shall wear a protective helmet designed for safety.

(e) Electric bicycles, electric micromobility devices and Out-of-Class Electric Vehicles on City streets.

- (1) Operators of an electric bicycle or electric micromobility device must possess a valid driver's license, a special restricted operator's license or an instruction permit to operate an electric bicycle on any street or public highway in the City.
- (2) Out-of-Class Electric Vehicles are prohibited on City sidewalks, paths and crosswalks, public property and any street or public highway in the City.
- (3) No person shall operate an electric bicycle or electric micromobility device in excess of any posted speed limit.
- (4) Rules of road. The provisions of Chs. 346 and 347, Wis. Stats., and applicable City ordinances shall govern the operation of electric bicycles or electric micromobility devices, on any street or public highway in the City. Every person driving an electric bicycle or electric micromobility device upon a roadway shall be granted all the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of this State declaring rules of the road applicable to vehicles or by the traffic

ordinances of this City applicable to the driver of a vehicle, except as to special regulations in this section and except as to those provisions which by their nature can have no application.

- (5) Use of electric bicycles and electric micromobility devices on City streets or any public highway in the City is subject to the same regulations as bicycles as set forth in Section 62-9 of this Code.

(f) Use of electric bicycles and electric micromobility devices on sidewalks, City pathways, and in City Parks.

- (1) Use of electric bicycles on City sidewalks and pathways is prohibited. Electric bicycles operated without the motor on and using only human power may be used on any City sidewalk or pathways allowing bicycles. Electric bicycles operated without the motor on shall be subject to the same regulations as bicycles set forth in Sections 62-8 and 62-9 of this Code.
- (2) Electric micromobility devices are prohibited on any City pathways, other than pathways specifically allowing bicycles. Use of electric micromobility devices on City sidewalks and pathways is subject to the same regulations for bicycles as set forth in Section 62-9 of this Code.
- (3) Every person operating an electric bicycle or electric micromobility device upon a sidewalk shall yield the right-of-way to any pedestrian and shall exercise due care and give an audible signal when passing a pedestrian proceeding in the same direction. Pedestrians shall at all times have the right-of-way upon the sidewalks and, if necessary, the person driving such electric bicycle or electric micromobility device shall dismount and vacate the sidewalk to prevent a collision, and any such person driving an electric bicycle or electric micromobility device upon the sidewalk must have it under control at all times.
- (4) No person shall operate an electric bicycle or electric micromobility device on a City sidewalk at a speed greater than is reasonable and prudent under existing conditions.
- (5) Operation of an electric bicycle or electric micromobility device in City parks is prohibited.

(g) Certain Actions Prohibited.

- (1) Operators of electric bicycles or electric micromobility devices are subject to the same prohibitions as operators of bicycles as set forth in Section 62-9 of this Code.
- (2) Tandem riding. No person shall ride or propel an electric bicycle on a street

in the City with another person upon said bicycle or electric bicycle unless such electric bicycle is constructed as to be a tandem electric bicycle.

- (3) Not to be pulled by moving vehicles. No person riding upon an electric bicycle or electric micromobility device shall cling or attach themselves or their electric bicycle or electric micromobility device to any other moving vehicle upon a City street, public highway City sidewalk or on any public property in the City, nor shall the operator of any such electric bicycle or electric micromobility device tow or draw any coaster, wagon, sled, person on roller skates, toy vehicles or any other similar vehicle.

(h) Penalties.

- (1) Any person who shall violate this section shall, upon conviction of such violation, be subject to a penalty pursuant to Section 1-9, penalty provisions, of the City of Beaver Dam, Wisconsin Municipal Code.
- (2) Revocation of Registration. The Chief of Police or the Chief's designee shall have authority to suspend the registration of any electric bicycle or electric micromobility device operated contrary to any State law or City ordinance. Such suspension shall continue for a period not to exceed thirty (30) days and shall be in addition to other penalties provided in this section.
- (3) Any police officer shall have authority to impound any electric bicycle or electric micromobility device operated contrary to any State law or City ordinance, or which is being operated in an unsafe manner or in an unsafe mechanical condition. Such removal shall continue for a period not to exceed thirty (30) days, unless extended by legal process. Such removal shall be in addition to other penalties provided for herein.
- (4) Any parent or guardian of any child who violates any of the provisions of this Chapter may be subject to the provisions of Wis. Stats. §§ 346.77 and 346.82(1).

- (i) **Severability.** If a Court of competent jurisdiction judges any section, clause, provision or portion of this Chapter unconstitutional or invalid, the remainder of the Chapter shall remain in force and not be affected by such judgment.

SECTION 2. All other provisions of Chapter 62 shall remain in full force and effect unless specifically modified here in.

SECTION 3. This ordinance shall be in full force and effect beginning upon publication.

Approved and adopted by the Common Council of the City of Beaver Dam on a vote of ____ to
____ this _____ day of August, 2026

Roberta Marck, Mayor

Attest:

Tracey Ferron, City Clerk

Published:



City of Beaver Dam, Wisconsin
City Administrator Office

TO: Operations Committee
FROM: Larry Bierke
SUBJECT: Ordinance Creating Section 50-33, Misuse of Emergency Telephone Line and Non-Emergency Telephone Line, of the Beaver Dam Municipal Code

The Issue:

The Police Department has been experiencing a developing problem of individuals calling 911 in non-emergency situations, often repeatedly after being advised that 911 is for emergencies only. Staff has decided that it may be necessary to develop an ordinance and penalty for enforcement of the violating callers. Please review the attached. The Police Chief will be present if Committee Members have questions.

Considerations:

Does this item have a financial or budget impact?

No

The ordinance will help reduce the non-emergency calls and may result in additional citation revenue.

Recommendation:

Attachments:

1. Draft Ordinance

City of Beaver Dam
Ordinance Number __-2026

An Ordinance Creating Section 50-33 of the Beaver Dam Municipal Code

The Common Council of the City of Beaver Dam, Wisconsin do-ordain as follows:

SECTION 1. Section 50-33 is hereby created:

Sec. 50-33. – Misuse of Emergency Telephone Line and Non-Emergency Telephone Line

(a) Statement of Purpose. False E-911 calls have become an increasing problem in the City of Beaver Dam. Each false call requires response by emergency response personnel, involves unnecessary expense to the city and dilutes the city's ability to respond to legitimate emergencies. Such false calls affect the health, safety, and welfare of the citizens.

(b) Definitions.

- (1) Emergency. An emergency exists when a person reasonably believes that immediate response by public safety personnel is essential due to the risk or actual occurrence of death or bodily harm, property damage, or any other situation which reasonably requires the immediate response of public safety personnel.
- (2) Non-Emergency Telephone Line. A dedicated telephone service number to contact public safety personnel for non-emergency matters and other legitimate purposes.

(c) Intentionally False E-911 Calls Prohibited.

- (1) No person shall use the E-911 emergency telephone number system for any purpose other than to report an emergency.
- (2) No person shall use the E-911 system to report an emergency knowing that the fact situation which he/she reports does not exist.
- (3) No person shall call the E-911 emergency telephone number system and hang up without reporting an emergency, if, in fact, no emergency exists.
- (4) No parent, legal guardian, or other adult having the care and custody of a person under eighteen (18) years of age shall permit or by improper supervision allow such person to violate the provisions of this Section.
- (5) **Penalty.** Any person who shall violate this section shall, upon conviction of such violation, be subject to a penalty pursuant to [section 1-9](#), penalty provisions, of the Beaver Dam Municipal Code.

(d) Non-emergency Telephone Line.

- (1) No person shall contact the non-emergency telephone number for any purpose other than to report a non-emergency that requires a response from public safety personnel or for any other legitimate purpose.

- (2) No person shall contact the non-emergency telephone number and use obscene, lewd or profane language to non-emergency personnel.
- (3) Penalty. Any person who shall violate this section shall, upon conviction of such violation, be subject to a penalty pursuant to [section 1-9](#), penalty provisions, of the Beaver Dam Municipal Code.

SECTION 2. All other provisions of Chapter 50 shall remain in full force and effect unless specifically modified here in.

SECTION 3. This ordinance shall be in full force and effect beginning upon publication.

Approved and adopted by the Common Council of the City of Beaver Dam on a vote of ____ to ____ this _____ day of July, 2026.

Roberta Marck, Mayor

Attest:

Tracey Ferron, City Clerk

Published:



City of Beaver Dam, Wisconsin
Engineering Office

TO: Operations Committee
FROM: Todd Janssen, Jeremy Klug
SUBJECT: Professional Services Agreement for Application and Administration of the 2026 Clean Water Fund Loan

The Issue:

Enclosed for approval is the Professional Services Agreement that authorizes MSA Professional Services to apply for and administer a 2026 Clean Water Fund Loan on behalf of the City of Beaver Dam.

Considerations:

The City of Beaver Dam will apply for a low interest loan through the Clean Water Fund (CWF) Loan Program to cover the cost of the East Side Sanitary Sewer Interceptor Lining project.

Does this item have a financial or budget impact?

Yes

Funds are available in the Wastewater Utility Capital Improvement Program Account.

Recommendation:

Staff recommend authorizing the Professional Services Agreement for Administration of the 2026 Clean Water Fund Loan for the lump sum fee of \$29,000.

Attachments:

1. Resolution No. 71-2026
2. Professional Services Agreement

RESOLUTION NO. 71-2026

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR APPLICATION AND ADMINISTRATION OF THE 2026 CLEAN WATER FUND LOAN

WHEREAS, the City of Beaver Dam proposes to enter into a Professional Agreement with MSA Professional Services, Inc., Beaver Dam, Wisconsin, for application and administration of the 2026 Clean Water Fund Loan.

NOW, THEREFORE, BE IT RESOLVED that the City of Beaver Dam and MSA Professional Services, Inc. shall enter into a Professional Services Agreement which appropriate City officials are authorized to execute on behalf of the City of Beaver Dam for the lump sum fee of \$29,000. Funds are available in the Wastewater Utility Capital Improvement Project Account.

Presented by the Operations Committee

By a vote of: _____ in favor, _____ opposed, and _____ abstain.

Approved: August 3, 2026

Roberta Marck
Mayor

Attested: August 3, 2026

Tracey M Ferron
City Clerk

(Subject to Committee Approval)



Professional Services Agreement

MSA Project Number: 00218326

This AGREEMENT (Agreement) is made effective July 1, 2026 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1230 South Boulevard, Baraboo, WI 53913

Phone: (608) 356-2771

Representative: Brittney Mitchell

Email: bmitchell@msa-ps.com

CITY OF BEAVER DAM (OWNER)

Address: 205 S Lincoln Ave, Beaver Dam, WI 53916

Phone: (920) 887-4600

Representative: Todd Janssen

Email: tjanssen@ci.beaverdam.wi.gov

Project Name: Beaver Dam CWF Application & Administration FY2027 East Side Interceptor

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: 7/01/2026
Approximate Completion Date: 7/01/2027

The lump sum fee for the work is: \$29,000

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.

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

CITY OF BEAVER DAM

Todd Janssen

City Engineer

Date: _____

MSA PROFESSIONAL SERVICES, INC.

Brittney Mitchell

Brittney Mitchell

Senior Team Leader Funding

Date: 07/09/2026

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC) (rev 01/26)

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. 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 or involve renovation of an existing building or structure, 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 Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% 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.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) 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, pandemics, 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.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** 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 recommendations 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 warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. 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, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and 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.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. Electronic Documents and Transmittals. Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. Building Information Modelling (BIM). For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

14. Construction Site Visits. If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15. Termination. 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.

16. Betterment. If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

17. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

18. Insurance. 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.

19. Reuse of Documents. 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.

20. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, 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, 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, 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, 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.

21. Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if MSA's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to MSA.

22. Dispute Resolution. 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 thru mediation with a mutually agreed upon mediator. 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 the court having jurisdiction as specified in this Agreement.

23. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and MSA are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State in which the project is located.

31. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State in which the project is located 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 in the County in which the project is located.

32. **Understanding.** 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.

**ATTACHMENT A:
SCOPE OF SERVICES**

Scope of Services: CWFP Application, CWFP Administration, and Wage Rate Monitoring

SECTION 1: CWFP APPLICATION ASSISTANCE

1A: CWFP 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. Complete Green Business Case submittals on behalf of Owner
5. Complete CWFP Application and submit on behalf of the Owner on or before the anticipated September 30th deadline (application submittal is not a guarantee of a loan award), including the following documentation:
 - Completed Clean Water Fund Application Form 8700-203 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
 - Detailed Info on Refinancing of Existing WW Debt
 - Facility Plan Approval Documentation (MSA or owner provided)
 - Parallel Cost Approval Documentation
 - Green Project Reserve
 - Resolution(s) as adopted by City Council
 - All MSA Contracts
 - Owner Provided Documentation including:
 - Proposed (or Actual) Intermunicipal Agreement*
 - User Charge System (current and any projected rate updates*)
 - Sewer Use Ordinance*
 - Contracts with System Users*
 - Past 2 years Municipal Budgets and Audited Financials
 - Past 2 years Sewer Utility Budgets (and Audited Financials, if separate)
 - All outstanding 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)*
6. Work with the Owner and the WDNR to compile the necessary documentation required for CWFP post-application submittals

SECTION 2: CWFP Loan Administration

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 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 (if applicable)
 - Build America Buy America Certification (if applicable)
 - 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 sewer 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 Village attorney regarding 20-year ownership of all land involved in project(s)
 - Facilitate any necessary coordination between other funding sources to allow CWFP 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 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 3: Provide Federal Labor Standards Monitoring for Construction Project(s)

1. Serve as Labor Standards Officer on behalf of Owner
2. Secure/utilize current federal wage rate schedules, per CWFP 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

Assist Owner in resolving labor standards compliance issues



City of Beaver Dam, Wisconsin
Engineering Office

TO: Operations Committee
FROM: Todd Janssen, Jeremy Klug
SUBJECT: Official Intent to Reimburse Expenditures

The Issue:

The City of Beaver Dam is planning to submit a funding application for the Clean Water Fund Program (i.e., DNR EIF Funds) in 2026 for the East Side Sanitary Sewer Interceptor Lining Project. This Resolution confirms that the City will utilize interim financing sources for the referenced project until the DNR EIF Funds become available, at which time the DNR EIF Funds will reimburse expenditures made by such.

Considerations:

Note that the City of Beaver Dam is eligible for both low interest loan and principal forgiveness through the Clean Water Fund Program. The City is currently eligible to receive an interest rate of 2.365% which is 55% of the market rate and is a fixed rate for the life of the loan (20 years). The City of Beaver Dam is also currently eligible for 10% principal forgiveness on the entire project, including engineering invoices.

Does this item have a financial or budget impact?

Yes

Interim financing funds are available in the Wastewater Utility Capital Improvement Program Account.

Recommendation:

Staff recommend approving the Resolution Declaring Official Intent to Reimburse Expenditures as presented.

Attachments:

1. Resolution No. 72-2026

RESOLUTION NO. 72-2026

RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES

WHEREAS, the City of Beaver Dam, Dodge County, Wisconsin (“the City”) plans to make improvements to the East Side Sanitary Sewer Interceptor, and other related facilities (“the Project”); and

WHEREAS, the City expects to borrow funds and incur debt from one or more possible sources on a long-term basis by issuing tax-exempt bonds, promissory notes, DNR EIF Funds, or other ‘debt’ to finance the Project (“the Loan”); and

WHEREAS, because proceeds of the debt which will provide project financing will not become available prior to commencement of the Project, the City may need to provide interim financing to cover costs of the Project incurred prior to receipt of the Loan; or other debt proceeds; and

WHEREAS, it is necessary, desirable, and in the best interests of the City to use moneys from its funds on an interim basis until the Loan becomes available.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Beaver Dam, Dodge County, Wisconsin, that:

Section 1. Expenditure of Funds. The City shall make expenditures as needed from its funds to pay the costs of the Project until loan proceeds become available.

Section 2. Declaration of Official Intent. The Council of the City of Beaver Dam hereby officially declares its intent under 26 CFR Section 1.150-2 to reimburse said expenditures with proceeds of the debt, the principal amount of which is not expected to exceed \$9,000,000.

Section 3. Effective Date. This Resolution shall become effective upon its adoption and approval.

Presented by the Operations Committee

By a vote of _____ in favor, _____ opposed, and _____ abstain.

Approved: August 3, 2026

Roberta Marck
Mayor

Attested: August 3, 2026

Tracey M Ferron
City Clerk

(Subject to Committee Approval)



City of Beaver Dam, Wisconsin
City Administrator Office

TO: Operations Committee
FROM: Larry Bierke
SUBJECT: Preparation of an Engineering Report and the Initiation of Proceedings Under Wisconsin Statute §66.0413 for Property Located at 1322 N. Spring Street

The Issue:

A property located at 1322 Spring Street has been in a state of disrepair for many years. The property had a fire and has been missing a portion of the structure's roof since the fire. City staff are inquiring if the Operations Committee and City Council would like to consider a raze order to order the building demolished. If the Committee and Council decide to go forward, the City would hire General Engineering to do a report on the building's condition. The report would then be presented to the City Council and used as supporting documentation for the issuance of a raze order.

Considerations:

Several City Council members have supported efforts to beautify the City of Beaver Dam community and improve some of the structures that existing in this neighborhood. This property is zoned heavy industrial and has grown stagnant since the fire that occurred many years ago. If the City Council desires to improve the areas appearance, this is one step that could be taken to improve appearances and prepare the area for new developments.

Does this item have a financial or budget impact?

Yes

The study would cost \$2,500 and would be needed to facilitate a raze order.

Recommendation:

Staff would like to see the Spring Street corridor improved significantly. This property is one step toward making improvements. Redevelopment of the existing building would be a challenging effort and likely take several years.

Attachments:

1. Draft Resolution
2. Property Map
3. Tax Bill

RESOLUTION __-2026

Resolution Authorizing the Preparation of an Engineering Report and the Initiation of Proceedings Under Wisconsin Statute §66.0413 for Property Located at 1322 N. Spring Street

WHEREAS, the City of Beaver Dam has determined that the structure located at 1322 N. Spring Street, owned by PRG, LLC, has experienced substantial deterioration and has become a significant blighting influence upon the surrounding neighborhood; and

WHEREAS, the structure sustained significant fire damage several years ago, resulting in the loss of a substantial portion of the roof and allowing continued exposure to the elements, thereby accelerating the deterioration of the building; and

WHEREAS, the continued condition of the property has adversely affected the appearance, safety, and welfare of the surrounding neighborhood and has become a matter of public concern; and

WHEREAS, Wisconsin Statute §66.0413 authorizes municipalities to issue a raze order when a building is so old, dilapidated, or out of repair as to be dangerous, unsafe, unsanitary, or otherwise unreasonable to repair; and

WHEREAS, the Common Council finds it to be in the best interest of the City to obtain an independent engineering evaluation to determine whether the structure meets the statutory standards for the issuance of a raze order under Wisconsin Statute §66.0413; and

WHEREAS, General Engineering Company of Portage, Wisconsin, has submitted a proposal to prepare the necessary engineering report for a fee of \$2,500.00.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Beaver Dam, Wisconsin, that the City Administrator is hereby authorized to retain General Engineering Company to prepare an engineering report evaluating the condition of the structure located at 1322 N. Spring Street for the purpose of determining whether the building meets the requirements of Wisconsin Statute §66.0413.

BE IT FURTHER RESOLVED that upon receipt of the engineering report, City staff, in consultation with the City Attorney and General Engineering, are authorized to take the actions necessary to commence proceedings under Wisconsin Statute §66.0413, including the preparation and issuance of a raze order if supported by the engineering findings and all applicable legal requirements.

Adopted this 3rd day of August, 2026.

By a vote of: _____ in favor, _____ opposed, _____ abstaining.

Approved: August 3, 2026

Roberta Marck
Mayor

Attested: August 3, 2026

Tracey M. Ferron
City Clerk



- Parcels
- Misc Lines
 - 11beaverdamoriginal,
 - 11foxlake1836,
 - 11lakeemily1836,
 - 11rockcenter,
 - 11rockoriginal,
 - 11thread,
 - 12h2o-noteboundary,
 - 31vac,
 - 32rw-unopen,
 - 41chord,
 - 41deed,
 - 41deed, <Null>
 - 41easement,
 - 41meander,
 - 41meander, <Null>
 - 45hook,
 - 45hook, Hook
 - 45hook, Hook_2
 - 45tic,
 - 45tic, <Null>
 - 45tic, Arrow1
 - 45tic, Arrow2
 - 45tic, Ltlic
 - 45tic, Rtlic
 - 61trailer,
 - <all other values>
- Corporate Limits Low Level
- Municipalities
- Sections
- Roads
- Lakes and Rivers
- Horicon Marsh

1.1 Acres
PRG, LLC

TREASURER
CITY OF BEAVER DAM
205 S LINCOLN AVENUE
BEAVER DAM WI 53916

Please inform the treasurer of any address change.

PRG LLC
6907 UNIVERSITY AVE #146
MIDDLETON WI 53562

Property Address
1322 N SPRING ST

STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2025
CITY OF BEAVER DAM
DODGE COUNTY

BILL NO. 28784
Correspondence should refer to parcel number
PARCEL#: 206-1214-3314-075
ALT. PARCEL #: 206052806100

Assessed Value Land 101,700	Ass'd Value Improvements 6,400	Total Assessed Value 108,100	Ave. Assmt. Ratio 0.9636	Est. Fair Mkt. Land 105,500	Est. Fair Mkt. Improvements 6,600	Total Est. Fair Mkt. 112,100	☐ A star in this box means unpaid prior year taxes
Taxing Jurisdiction		2024 Est. State Aids Allocated Tax Dist.	2025 Est. State Aids Allocated Tax Dist.	2024 Net Tax	2025 Net Tax	% Tax Change	Gross Property Tax 1,903.23
DODGE COUNTY		1,251,330	1,315,403	370.40	369.50	-0.2%	First Dollar Credit -62.23
CITY OF BEAVER DAM		3,812,247	3,951,448	869.48	852.04	-2.0%	Lottery Credit
BEAVER DAM SCHOOL		19,829,276	19,562,685	588.96	624.57	6.0%	Net Property Tax 1,841.00
MPTC FOND DU LAC		1,171,706	1,190,309	60.15	57.12	-5.0%	
Total		26,064,559	26,019,845	1,888.99	1,903.23	0.8%	
		First Dollar Credit		62.65	62.23	-0.7%	
		Lottery & Gaming Credit					
		Net Property Tax		1,826.34	1,841.00	0.8%	
School taxes reduced by school levy tax credit	\$ 148.49	IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.			Net Assessed Value Rate (Does NOT reflect credits)		
							\$ 1,841.00

FOR INFORMATIONAL PURPOSES ONLY
- Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes Applied to Property	Year Increase Ends
BEAVER DAM SCHOOL	1,981,406.59	115.00 2036
BEAVER DAM SCHOOL	2,038,657.06	118.32 2046
MPTC FOND DU LAC	157,180.59	9.12 2045

Net Assessed Value Rate
(Does NOT reflect credits)
0.017606266

RETAIN THIS
PORTION AS
YOUR COPY
**SEE REVERSE
SIDE FOR
IMPORTANT
INFORMATION**

TOTAL DUE FOR FULL PAYMENT
PAY BY January 31, 2026
▶ \$ 1,841.00

Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.
Failure to pay on time. See reverse.

Installments may be paid as follows:

920.50 DUE BY 01/31/2026
920.50 DUE BY 07/31/2026

PA-685/3 (R. 8-15)

PAY 1ST INSTALLMENT OF:
\$920.50
By January 31, 2026

AND PAY 2ND INSTALLMENT OF:
\$920.50
By July 31, 2026

OR PAY FULL AMOUNT OF:
\$1,841.00
By January 31, 2026

Amount Enclosed: \$ _____

Make Check Payable and Mail to:
TREASURER
CITY OF BEAVER DAM
205 S LINCOLN AVENUE
BEAVER DAM WI 53916
920-887-4600

2025 Real Estate Property Bill #
28784

Parcel #
206-1214-3314-075

Alt. Parcel #
206052806100

PRG LLC

Include This Stub With Your Payment

Amount Enclosed: \$ _____

Make Check Payable and Mail to:
DODGE COUNTY TREASURER
KRIS KEITH
127 E OAK ST
JUNEAU WI 53039-1390
920-386-3782

2025 Real Estate Property Bill #
28784

Parcel #
206-1214-3314-075

Alt. Parcel #
206052806100

PRG LLC

Include This Stub With Your Payment

Amount Enclosed: \$ _____

Make Check Payable and Mail to:
TREASURER
CITY OF BEAVER DAM
205 S LINCOLN AVENUE
BEAVER DAM WI 53916
920-887-4600

2025 Real Estate Property Bill #
28784

Parcel #
206-1214-3314-075

Alt. Parcel #
206052806100

PRG LLC

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City of Beaver Dam, Wisconsin
City Administrator Office

TO: Operations Committee
FROM: Larry Bierke
SUBJECT: Consideration of Policies 307 Capital Improvement Plan, 308 Procurement Policy, 501 Snow and Ice Control, and 505 Street Naming Policy

The Issue:

The staff at the City of Beaver Dam are working on the creation of a policy manual. The policies attached are before you for your consideration and recommendation to the City Council. Once the policies are recommended by the Operations Committee or Administrative Committee, they will be combined and presented to the City Council as a policy manual. Staff are planning to have this completed around September 2026.

Considerations:

Does this item have a financial or budget impact?

No

Adopting the policies should not cost the City dollars. However, implementing individual policies could have a cost or a savings. Each policy will need to be evaluated independently.

Recommendation:

Attachments:

1. Draft Policies



Batch 2 Policies

06.01.25: Attached are the next batch of policies created and updated by city staff. This packet is being distributed to both the Operations Committee and the Administrative Committee. Please take this packet home and review the enclosed policies.

The policies will be discussed at future committee meetings as follows:

Administrative Committee

- Policy 201 position control
- 304 Debt Service
- 305 Fund Balance
- 306 Budget Policy
- 307 Capital Improvement Plan
- 308 Procurement Policy
- 309 Credit Card Policy

Operations Committee

- 307 Capital Improvement Plan
- 308 Procurement Policy
- 501 Snow and Ice Control Policy
- 505 Street Naming Policy

Staff anticipate completing Batch 3 over the next three months and after Committees have completed their review of Batch 1 (done), Batch 2 (now), and Batch 3 (future), we will bring all three batches to the City Council as the first policy manual for the City of Beaver Dam (September).

 BEAVER DAM <i>Life is good here</i>		TITLE:	POSITION CONTROL POLICY	
		POLICY #:	201	
POLICY SOURCE	ADMINISTRATION		PAGES	4
DATE ADOPTED	XX/XX/XXXX	DATE LAST REVISED	XX/XX/XXXX	

PURPOSE	This policy describes the policy and procedures to be followed for creating and modifying existing positions with the City of Beaver Dam. This policy covers all departments, with an acknowledgement of unique regulations for Library, Police, and Fire Departments. A page addressing staffing levels of all city departments shall be annually included in the city budget for the following year. This document will hereby be called the "position control page" (sample attached to this policy) and will be kept current by the Human Resources Department. All modifications to this document must be recorded and tracked for transparency purposes.
POLICY	<u>ESTABLISHING A NEW POSITION</u> The Beaver Dam City Council has complete authority to set staffing levels in the City of Beaver Dam. This authority covers all departments, but through this policy, an effort is hereby made to delegate these powers in certain situations. Before any new positions are proposed, the Human Resources Department shall be responsible for meeting with the Department Director proposing the new position to 1) review existing job description, or 2) create a new position job description. Throughout the year, there may be times whereby a City Department desires to add positions full or part time to their department for a variety of reasons. The standard and preferred way to add a position to any department is through the budget process. There are, however, situations whereby staffing changes should occur in a more immediate way by adding to existing part-time positions or adding new part-time positions. When a staffing change is anticipated, the Department Director shall first discuss the idea with the City Administrator and review this policy. Lastly, another way to change staffing is to decrease a full-time position to a part-time position(s). These scenarios are explained below: 1) BUDGETING PROCESS, annually when the Beaver Dam City Council adopts the fiscal budget for the following year, there is an opportunity for the budget to include new positions. A. Funding for these positions shall be included in the specific department budget as applicable and recognized on the position control page

	included in the annual budget document. B. Positions added or reduced from the City staffing structure shall be recognized on this document, whether full-time or part-time, to ensure transparency and clearly define staffing changes by the City Council. C. Should position modification occurring in the current year result in increased expenses in future years, it shall be the Human Resources responsibility to evaluate position duties to determine compensation levels and the City Administrator's responsibility to ensure said funding is appropriated and included in future year budgets. D. For all newly created position or modifications to job descriptions, the Human Resources department shall evaluate and note compensation recommendations to the approving authority. 2) PART TIME TO FULL TIME, A. The City Council hereby delegates authority to the City Administrator to approve modifications of staffing whereby multiple part-time positions are merged into a full-time position, so long as the overall fiscal impact to the City Budget does not increase in the calendar year said action is taken. B. Any change that adds hours to the city's overall staffing levels must be included in the annual operating budget or approved via a budget amendment and an update to the position control document completed. C. For all newly created positions or modifications to job descriptions, the Human Resources department shall evaluate and note compensation recommendations to the approving authority. 3) FULL TIME TO PART TIME, A. Department Directors are hereby authorized to reduce positions from full-time to part-time status without City Council approval. When this occurs, Department Directors must give the Human Resources Department five business days advanced notice to ensure updates are made to the employees benefit structure, time accruals, and that the position control page gets updated. The reduction in employee hours and wages/salary that results from such a change shall be reflected in the subsequent budget of the Department making the change. It is anticipated that the next calendar budget for that Department will be reduced by the amount saved through this staffing reduction, unless the City Council determines otherwise. B. Occasionally it may be necessary to split a position into two positions for operational flexibility or candidate attraction. This is permissible, but both positions must be filled prior to the next calendar budget is adopted by the City Council AND because of the possibility of prorated benefits increasing costs for the City of Beaver Dam, the City
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	Administrator must approve of the change. City Council adoption is not needed so long as the hours worked of the combined part-time positions equal a single full time employee. 4) LIMITED TERM EMPLOYEES (LTE). A. Department Directors may request that a limited term employee be hired to assist for a period of not more than 10 months. The City Administrator shall have the flexibility to approve said positions if funding within the department's budget already exists and position does not exceed the hour requirements to qualify for WRS. B. If funding does not currently exist in the appropriate department's budget, the City Administrator may approve a limited term position that lasts up to 3 months to allow for the City Council to consider a budget amendment to potentially fund a longer term. <u>PROMOTIONS</u> The City of Beaver Dam hires the best candidate for any vacant position. This means that for open positions, there is always a public recruitment process. Internal candidates are always welcome to apply for open positions, and maybe the candidate that is most qualified, however the City recognizes that a public recruitment helps establish candidate credibility and reduces claims of preference or favoritism. Sometimes, a position will experience a change or increase of job responsibilities, and a Department Director will modify a job description. Job description changes require the City Administrator's approval. When a position changes enough to warrant a new title, the City Administrator will assign said title and establish an appropriate wage. The City Administrator, however, may not add additional positions to any department without the approval of the Beaver Dam City Council. LIBRARY, POLICE, AND FIRE DEPARTMENTS: The Library Department, Police Department, and Fire Department have various other regulations they must follow under state law, union contract, or organizational documents. This policy shall apply to situations in these departments only where other guidance does not exist. Union Contracts, as well as State and Federal Laws, shall control over this policy, as applicable.
HISTORY	

 BEAVER DAM <i>Life is good here</i>		TITLE:	DEBT POLICY	
		POLICY #:	304	
POLICY SOURCE	FINANCE DEPARTMENT		PAGES	3
DATE ADOPTED	XX/XX/XXXX	DATE LAST REVISED	XX/XX/XXXX	

PURPOSE	The purpose of this policy is to provide direction from the governing body relative to the issuance of debt and management of the City's debt portfolio to ensure that the City maintains a sound debt position and that its existing credit quality is protected. This policy will also establish a framework of debt management for the City's Five-Year Capital Improvement Program and ensure the City's debt service levy remains at a proportionate even level for tax rate stabilization.
POLICY	<u>STATUTORY AUTHORITY</u> The City may issue bonds and notes in accordance with State Statutes Chapters 66 and 67 for purposes of financing its capital improvements program, to construct new facilities, to refund existing debt, to promote economic development, to provide financing for its Tax Incremental Financing Districts (TID) and to fund other capital needs. <u>CREDIT OBJECTIVES</u> The City will seek to maintain a credit rating of A1 or higher. The City will strive to maintain good relations with the rating agency and keep them informed of significant developments that could affect the City's credit rating. <u>DEBT LIMITATIONS AND STRUCTURE</u> To achieve its credit rating objective, the City recognizes the need to integrate the debt policy with its capital improvement program and long-range financial plans. The following Debt Limitations will be used to maintain debt service requirements at an affordable level and enhance the credit quality of the City: 1. Section 67.03 of Wisconsin Statutes requires general obligation debt outstanding not exceed 5% of the equalized valuation of the taxable property with the City. Revenue bonds and notes are not considered debt for purposes of determining compliance with statutory debt limitations. The City intends to keep total outstanding general obligation debt within 65% of the statutory limit. 2. A majority vote of the Common Council is required to exceed the borrowing limits described in #1 above. 3. The City will not use long-term borrowing to finance annual operating

	needs. 4. In general, bonds and notes may be issued to fund vehicles, equipment, infrastructure and/or facilities concurrently. The final maturity of the bonds and notes will be no more than 20-years. The debt will be structured so that the term of each purpose does not exceed the expected useful life of the underlying project for which they were issued. The following are exceptions to the Debt Limitations described above: 1. Emergency borrowing for the purpose of dealing with natural disasters. If funding from the City's property & liability insurance program and or State/Federal funding is available to fund the immediate costs to respond to a natural disaster these funds shall be utilized prior to City funds. If funding from the City's property & liability insurance program and or State/Federal funding is not available to fund the immediate costs to respond to a natural disaster but these funds subsequently become available these funds should be used to supplement the response costs or, where allowed by law, to reduce or eliminate new CIP borrowing in the next budgetary year. 2. Borrowing for the purpose of economic development where the property taxes to be generated when the development is completed will be sufficient to fund the annual debt service required as a result of the borrowing. 3. Issuance of debt as a conduit on behalf of for-profit or non-profit corporations when doing so would promote economic development or secure quality of life issues. Prior to issuing such debt, the corporation shall agree to pay all of the City's expenses in connection with the borrowing (including legal fees) and shall provide substantive proof acceptable to the City that no budget appropriation shall be required to repay the debt. The City shall not issue debt on behalf of a non-profit corporation if doing so would prevent the City from issuing "bank qualified" debt for its own purposes without compensation from the non-profit corporation to cover the additional debt service cost. <u>FINANCIAL ADVISORS & REFUNDINGS</u> 1. The City will utilize the services of a qualified financial advisor in monitoring its debt and debt service. 2. The City shall establish and maintain a long-term relationship with a financial advisor to allow for continuity and consistency in services provided by the advisor. However, the arrangement between the financial advisor and the City should be examined every three (3) to five (5) years or as deemed necessary by the City Administrator. 3. Alternatives (for example, State Trust Fund loans and private placements with local financial institutions) for borrowing funds should be considered by the City and the financial advisor, depending on the uniqueness of the items or projects being financed by long-term debt.
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	4. All costs related to the issuance of long-term debt, including fees for professional services, underwriting fees, and the interest costs over the term of the debt issue, must be considered and carefully evaluated for each borrowing. 5. The City will work with its financial advisor to ensure that long-term debt issues are structured to protect the interest of the City for the present and for the future (for example, the inclusion of call provisions to protect the City against future interest rate fluctuations or other circumstances). 6. Periodic reviews of outstanding debt will be undertaken to determine any refunding opportunities. Refunding will be considered (within federal tax law constraints) when there is a net economic benefit of the refunding or when a refunding will enable the City to achieve financing or cash flow objectives. <u>FINANCING CONSIDERATIONS</u> 1. All feasible alternatives (for example, State Trust Fund loans, Clean Water or Safe Drinking Fund loans, lease purchase agreements and private placements with local financial institutions) for borrowing funds shall be considered by the City depending on the uniqueness of the items or projects being financed by long-term debt. 2. The City may use inter-fund loans (in lieu of borrowing from private parties) to minimize the expense and administrative effort associated with external borrowing. Inter-fund loans are typically made for relatively short periods of time (under five years) and relatively low amounts (under one million dollars). Inter-fund loans shall be considered to finance high priority needs on a case-by-case basis, only when other planned expenditures in the fund making the loan would not be affected. Inter-fund loans shall be repaid with interest at a rate similar to the average rate of interest the City earns on its accounts or market rate. <u>DISCLOSURE</u> The City is committed to full and complete financial disclosure, and to cooperating fully with rating agencies, institutional investors, bond insurers, other units of government, and the public to share clear, comprehensible, and accurate financial information. The Finance Department will provide continuing disclosure in compliance with continuing disclosure certifications made at the time of each debt issuance. <u>AMENDMENT</u> A majority vote is required to approve any amendment to the provisions of this policy.
HISTORY	

		TITLE:	FUND BALANCE POLICY	
		POLICY #:	305	
POLICY SOURCE	FINANCE DEPARTMENT		PAGES	4
DATE ADOPTED	XX/XX/XXXX	DATE LAST REVISED	XX/XX/XXXX	

PURPOSE	The purpose of this policy is to address the implications of Governmental Accounting Standards Board ("GASB") Statement No. 54, Fund Balance Reporting and Governmental Fund Definitions. This policy is created in consideration of unanticipated events that could adversely affect the financial condition of the City and jeopardize the continuation of necessary public services. This policy will ensure that the City maintains adequate fund balances and reserves in order to: 1. Provide sufficient cash flow for daily financial needs, 2. Offset significant economic downturns and revenue shortfalls, and 3. Provide funds for unforeseen expenditures related to emergencies.
POLICY	<u>DEFINITIONS</u> Fund balance will be reported in governmental funds under the following categories using the definitions provided by GASB Statement No. 54: 1. <u>Nonspendable Fund Balance</u> - includes amounts that cannot be spent because they are either not in spendable form or legally or contractually required to be maintained intact. Examples of Nonspendable Fund balance are: Inventory and prepaid expenditures. Nonspendable amounts will be determined before all other classifications. It is the responsibility of the Finance Director to report all Nonspendable Funds appropriately in the City's financial statements. 2. <u>Restricted Fund Balance</u> - Fund balance should be classified as restricted when constraints are placed on the use of resources are either: a. Externally imposed by creditors (such as through debt covenants), grantors, contributors or laws or regulations of other governments; or b. Imposed by law though constitutional provisions or enabling legislation. 3. <u>Committed Fund Balance</u> - includes amounts that can be used only for specific purposes determined by a formal action of the City Council. A majority vote is required to approve a commitment and must take place within the fiscal reporting period, no later than December 31st; however,

	the amount can be determined subsequent to the release of the financial statements. A majority vote is also required to remove or change the specific use of a commitment. 4. <u>Assigned Fund Balance</u> - includes amounts intended to be used by City for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the general fund, assigned fund balance represents the remaining amount that is not restricted or committed. Authority to Assign: The City Council delegates the City Administrator to assign amounts to be used for specific purposes. Such assignments cannot exceed the available (spendable, unrestricted, uncommitted) fund balance in any particular fund. 5. <u>Unassigned Fund Balance</u> - includes the residual classification for the City's general fund and includes all spendable amounts not contained in the other classifications. In other funds, the unassigned classification should be used only to report a deficit balance from overspending for specific purposes from which amounts had been restricted, committed, or assigned. <u>ROLES AND RESPONSIBILITIES</u> The City Administrator is authorized to facilitate implementation and management of this policy. It shall be the responsibility of the Finance Department to monitor reserve balances on a monthly basis and report material deviations to the City Administrator and City Council. The Library Board and Police and Fire Commission have powers vested by statute and ordinance that may differ and they manage funds in a manner that is consistent under ordinance and statute guidance. <u>OPERATIONAL GUIDELINES</u> To achieve and maintain the above fund balances, the City shall use the following guidelines: 1. <u>Classifying Fund Balance Amounts</u> - Fund balance classifications depict the nature of the net resources that are reported in a governmental fund. An individual governmental fund may include nonspendable resources and amounts that are restricted, committed, or assigned, or any combination of those classifications. The general fund may also include an unassigned amount.
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	2. <u>Prioritization of Fund Balance</u> - When the City incurs an expenditure and both restricted and unrestricted fund balance amounts are available, the City's policy is to first reduce restricted fund balance. For expenditures where only unrestricted fund balance is available, the City will apply amounts in the following order: Committed Fund Balance, Assigned Fund Balance and lastly Unassigned Fund Balance. 3. <u>Minimum Unassigned Fund Balance</u> - The City will maintain a minimum unassigned fund balance in its General Fund ranging from 20 percent to 25 percent of the subsequent year's budgeted operating expenditures (including other financing uses). This minimum fund balance is to protect against cash flow shortfalls related to timing of projected revenue receipts and to maintain a budget stabilization commitment. 4. <u>Drawdown of Unassigned Fund Balance</u> - When unassigned fund balance exceeds 25 percent of the subsequent year's budgeted expenditures, the City should consider a drawdown of reserves. The use of unassigned fund balance may be transferred to support capital purchases (and reduce borrowing) as part of the annual budget adoption process. It shall never be used to support operating expenses. 5. <u>Replenishing deficiencies</u> - When fund balance falls below the minimum 20 percent, the City Administration will develop a budgetary plan to replenish the fund balance to the established minimum level within five years. Practices may include but not limited to the following: - The city will eliminate the budgeted use of fund balance if said use would reduce fund balance below policy minimums. - Apply remaining unexpended general fund resources at the end of each fiscal year to add to the cash portion of the reserves if necessary to meet policy minimums. - Encourage using a portion of the tax levy generated by equalized valuation which may be higher than used for budget development to add to the cash portion of the reserves if necessary to meet policy minimums. - Utilize repayments on existing interfund loans or advances to other funds (such as TID's and utilities) to increase the unrestricted fund balance in its General Fund to a level that exceeds the minimums established herein.
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	<u>BUDGET PRACTICES</u> Department budgets are established each year and departments are encouraged to use the funds committed to their stewardship for the efficient and effective management of city programs and services. The following practices will help in the overall management of budgets: 1. <u>Salary and Wage Costs</u> - The Finance Department will be responsible for setting salary and wage budgets for each department annually. To avoid a budget deficit and to cover overtime in the event of an emergency or vacancies, it is the general practice to budget for full or nearly full staffing. The Finance Department may apply historical turnover rates when making slight reductions to the staffing or benefit budget lines. Departments shall not use salary savings to cover operational or capital costs. 2. <u>Operational Costs</u> - Departments should record an expense to the appropriate classification and line item but may spend more within any given line item if there is sufficient budget in another operating line to cover that cost. Department Heads are responsible to monitor total department operating expenses to verify that they do not exceed their total budget. Should an unexpected inflationary cost in service delivery occur in any given budget year, or a department become projected to be over budget for any reason, the Department Head must seek out a budget amendment from the City Council in support of their department budget. Failure to complete a budget amendment will subject the department to greater budgetary scrutiny for mismanaging department funds. 3. <u>Contingency</u> - This reserve shall be budgeted, at a minimum, to equal one-half of one percent (0.5%) of the general fund operating expense. At the end of any fiscal year, remaining contingency budget shall roll over into the General Fund Balance. 4. <u>Budget Carryovers</u> - If a department purchase is delayed from one fiscal year to another, the department may carry over budget with approval from the City Administrator. Carryovers should be discussed as early as anticipated. Unspent department budgets not receiving approval are swept into the General Fund Balance at the end of any given fiscal year.
HISTORY	

 BEAVER DAM Life is good here		TITLE:	BUDGET POLICY	
		POLICY #:	306	
POLICY SOURCE	FINANCE DEPARTMENT		PAGES	4
DATE ADOPTED	XX/XX/XXXX	DATE LAST REVISED	XX/XX/XXXX	

PURPOSE	The purpose of this policy is to establish a clear framework and standard practices for the development, adoption, execution, and monitoring of the City's budget. This policy is intended to ensure that the City's financial resources are planned, allocated, and managed in a manner that supports the community's strategic priorities, maintains fiscal stability, and complies with the legal requirements of Wisconsin's municipal budget statutes. By defining roles, responsibilities, timelines, and budgetary controls, the policy promotes transparency, accountability, and prudent stewardship of public funds; facilitates sound decision-making by the governing body; and provides residents with a clear understanding of how limited municipal resources are matched to the services the City provides. Consistent with statutory requirements, the policy also supports a balanced budget that aligns estimated revenues and other financing sources with proposed expenditures and provides a basis for effective monitoring of actual performance against the approved plan.
	<u>DEFINITION OF FUND STRUCTURE</u> The City of Beaver Dam uses fund accounting for its financial structure. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain City functions or activities. Funds are the control structures that ensure that public monies are spent only for authorized purposes and within the amounts authorized. Funds are established to account for the different types of activities and legal restrictions that are associated with a particular auditing that are associated with this fund structure are governed by the Governmental Accounting Standards Board (GASB). For financial statement presentation purposes, the various funds of the City are grouped into the following fund types under three broad fund categories: governmental, proprietary, and fiduciary/agency.
	1. <i>Governmental Funds</i>

	Governmental funds are those through which most municipal functions are financed. Governmental fund reporting focuses on the sources, uses and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purposes for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance. The City's Governmental Funds are the General Fund, Special Revenue Funds, Debt Service Fund and Capital Project Funds. A. The General Fund accounts for all financial resources except those required to be accounted for in another fund. The unassigned general fund balance is available to the City for any purpose, provided it is expended or transferred according to the general laws of Wisconsin and the City of Beaver Dam. B. Special Revenue Funds are used to account for revenue from specific sources (other than major capital projects) which require separate accounting because of legal restrictions. C. Debt Service Funds account for the accumulation of resources for and payment of general long-term obligations' principal and interest. D. Capital Projects Funds account for financial resources to be used for acquisition of equipment and the construction of major capital facilities (other than those financed by proprietary funds), and to account for the financing of public improvements or services deemed to benefit specific properties on which assessments are levied. 2. <i>Proprietary Funds</i> Proprietary fund reporting focuses on the determination of operating income, changes in net assets, financial position and cash flows. Proprietary funds are classified as either enterprise or internal service. Enterprise funds are used to account for operations that provide goods or services to external users for a fee. Internal service funds are used to account for operations that provide goods or services primarily to other departments or funds within the government on a cost-reimbursement basis. 3. <i>Fiduciary/Agency Funds</i> Fiduciary fund reporting focuses on net assets and changes in net assets. The fiduciary fund is comprised of only the Agency funds. Agency funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations.
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The City does not have to appropriate agency funds. Agency funds account for money a government holds in an agency capacity on behalf of another person or entity. Therefore, a government has minimal discretion in spending this money.

CAPITAL BUDGETING

Capital projects include the acquisition of equipment and construction projects. Construction projects are defined as a study, engineering/design, and construction, or a combination of all three phases totaling \$10,000 or more, having a useful life of at least three years. [See Policy 307 for information on Capital Improvement Planning.]

Projects will be funded by a combination of note proceeds, bond proceeds, grants, government loans, gifts and operating funds. If a capital project is debt funded (note, bond, lease or loan), the term of the debt should not exceed the useful life of the project. [See Policy 304 Debt Policy]

BUDGET TIMELINE GUIDE

April – June	Capital Improvement Plan is assembled by staff
Prior to July 1	Finance Department prepare and provides the wage and fringe information for each department
July	Capital Improvement Plan is Adopted by City Council.
Prior to Aug 1	Finance Department distributes first 6 months of revenue and expenses to departments to assist in budget preparations.
August-September	City Administrator meets with Departments as needed and Assembles Draft Budget Proposal
Prior to Sept 1	All Departments and partner agencies provide completed budget drafts to the Finance Department.
Prior to Sept 15	Health Insurance Rates and Wage Adjustments are finalized for draft budget.
October	Council budget review session
November	Hold public hearing and Council adopts the budget and levy
December	Tax bills are generated and distributed. Budget is Added to City Website.

	<u>BUDGET TRANSFER</u> Annually the City Council adopts a fiscal budget for the City. This budget is adopted via Resolution on a department basis, and any modification thereof requires a Budget Amendment Resolution with a 2/3 vote of the City Council. A class 1 notice of the budget amendment must be published within 15 days after adoption. Department Heads are authorized to spend budgeted operating funds within their department and are responsible for monitoring their budgets. At a minimum, budgets shall balance before the fiscal year-end. All revenues and expenses must be properly accounted for throughout the course of the year and allocated to the appropriate accounts. Department Heads may not manipulate revenues and expenses to avoid budget overdrafts. The City Administrator will monitor activity through monthly budget-to-actual reporting provided by the Finance Department.
HISTORY	

		TITLE:	CAPITAL IMPROVEMENT PLAN POLICY	
		POLICY #:	307	
POLICY SOURCE	CITY ADMINISTRATOR		PAGES	2
DATE ADOPTED	XX/XX/XXXX	DATE LAST REVISED	XX/XX/XXXX	

PURPOSE	It is the policy of the City of Beaver Dam to annually adopt a five-year capital improvement plan to apply predictability to anticipated large purchases. By segregating purchases that last for multiple years and have higher costs, the City is able to smooth out the operating budget from year to year and better track increased operating costs. This will aid the City in keeping tax rates and the City levy on an even trajectory, avoiding disruptive swings for our taxpayers. Annually that Capital Improvement Plan is used to determine what capital items are added to the Capital Improvement Fund Budget. It is further anticipated that the City of Beaver Dam will lean on borrowing in support of the capital budget.
POLICY	<u>DEFINITIONS</u> A Capital Improvement is any purchase made that costs more than \$10,000 and lasts more than three years. <u>AUTHORITY</u> Annually, the City Administrator proposes a Capital Improvement Plan to the City Council. <u>TIMELINE GUIDE</u> The City Administrator, in conjunction with assigned department heads, shall assemble the draft Capital Improvement Plan during the second quarter of the year. The Operations Committee will review the draft proposal during the third quarter of the year. The Plan shall then be adopted by the City Council each September. Once the Capital Improvement Plan is adopted by the City Council it shall be added to the City's website and serve as a guide to complete the Capital Fund (fund 40) portion of the next fiscal year budget. At any time during the budget process, the expenses of the Capital Fund may be modified by staff. The Capital Improvement Plan is a plan or guide to help ensure great thought is put into planning efforts and that we are purposeful when making large capital expenditures.

	In response to inflationary impacts, deferred infrastructure needs, and planned expansion of public streets and facilities, the City shall incorporate a 10% annual increase in funding for projects identified in each plan year.
HISTORY	

 BEAVER DAM <i>Life is good here</i>		TITLE:	PROCUREMENT POLICY	
		POLICY #:	308	
POLICY SOURCE	FINANCE DEPARTMENT		PAGES	10
DATE ADOPTED	XX/XX/XXXX	DATE LAST REVISED	XX/XX/XXXX	

PURPOSE	The purpose of this policy is to provide city employees with uniform guidance in the procurement of goods and services. The controls and procedures set forth are intended to provide reasonable assurance that the most cost-effective service that serves the best interests of the City of Beaver Dam is obtained, while balancing the need for flexibility and efficiency in departmental operations.
POLICY	<u>AUTHORITY</u> This policy applies to the procurement of goods and services by all departments and divisions of the City of Beaver Dam. More restrictive procurement procedures required by grants, aids, statutes or other external requirements or funding sources will take precedence. Nothing in this policy shall limit the statutory authority granted to the Police and Fire Commission or the Library Board. <u>GOALS</u> 1. To encourage open and free competition to the greatest extent possible. 2. To receive maximum value and benefits for each public dollar spent. 3. To ensure that all purchase contracts are made in compliance with federal, state and local laws. 4. To prevent potential waste, fraud, abuse and conflicts of interest in the procurement process. 5. To assure proper approvals are secured prior to the purchase, award of contract and disbursement of public funds. <u>ETHICAL STANDARDS</u> All procurement shall comply with applicable federal, state and local laws, regulations, policies and procedures. The City's Personnel Policies and Procedures Handbook provides general ethical standards and conduct expectations.

	In general, employees are not to engage in any procurement related activities that would actually or potentially create a conflict of interest, or which might reasonably be expected to contribute to the appearance of such a conflict. 1. No employee shall participate in the selection, award or administration of a contract if a conflict of interest would be involved. Such a conflict would arise when the employee, any member of his immediate family, business partner or any organization that employs, or is about to employ, any of the above, has a financial interest or other interest in the firm selected for award. 2. To promote free and open competition, technical specifications shall be prepared to meet the minimum legitimate need of the City and to the extent possible, will not exclude or discriminate against any qualified contractors or vendors. 3. No employee shall solicit or accept favors, gratuities, or gifts of monetary value from actual or potential contractors, subcontractors or vendors. 4. Employees must maintain strict confidentiality in the procurement process and shall not impart privileged information to any contractors or vendors that would give them advantage over other potential contractors or vendors. 5. Personal purchases for employees by the City are prohibited. City employees are also prohibited from using the City's name or the employee's position to obtain special consideration in personal purchases. DEFINITIONS <i>Types of Bidding Process:</i> 1. <u>Request for Bid (RFB)</u> - Commonly used when deliverables are commodities for which there are clear specifications and when price will be the primary determining factor. 2. <u>Request for Information (RFI)</u> - Commonly used to develop lists of qualified sellers and gain more input for resource availability. 3. <u>Request for Proposal (RFP)</u> - Commonly used when deliverables are not well-defined or when other selection criteria will be used in addition to price. Proposals will include qualifications that will be evaluated and may be used to justify selecting a proposal that is not the lowest bid price. 4. <u>Request for Quotation (RFQ)</u> - Commonly used when deliverables are commodities for which there are clear specifications and when price will be the primary determining factor. Unlike an RFB, this solicited price quote is used for comparison purposes and is not a formal bid for work.
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	<i>Types of Employees:</i> 1. <u>Department Head</u> - City employee having responsibility for a department or office on behalf of which moneys were appropriated in the city budget for purchases. 2. <u>Purchasing Agent</u> - City employee assigned by the Department Head to make department-wide purchases and process department invoices and payments. Typically, this employee is second in command to the Department Head. 3. <u>General Employee</u> - All other city staff that have been delegated purchasing authority as established by the Department Head within the policy threshold. <i>Types of Services:</i> 1. <u>Contractor services</u> - The furnishing of labor, time or effort by a contractor, usually not involving the delivery of specific goods or products other than those that are the end result of and incidental to the required performance. Examples of contractor service will include but are not limited to refuse and recycling collection, snow removal, EMS billing services, janitorial, elevator maintenance, mailing, or delivery services. Contractor services shall follow the competitive procurement policy as outlined below. The cost shall be determined by considering the maximum total expenditure over the term of the contract. 2. <u>Construction services</u> - The substantial repair, remodeling, enhancement construction or other changes to any city owned land, building or infrastructure. Procedures found with in State of Wisconsin Statute 62.15 shall take precedence. In absence of guidance in these areas, construction services shall follow the competitive procurement policy as outlined below. 3. <u>Combined goods and services</u> in situations where the purchase combines goods and services (exclusive of construction and contractor services), such as many technology projects, the purchase shall be treated as a purchase of professional services. 4. <u>Professional services</u> - Consulting and expert services provided by a company, organization or individual. Examples of professional services include attorneys, certified public accountants, appraiser, financial and economic advisors, engineers, architect, planning and design. Professional services are generally measured by the professional competence and expertise of the provider rather than cost alone. For this reason, greater discretion is attributed to professional services rather than lowest cost through competitive bid. <u>AUTHORITY ROLES AND RESPONSIBILITIES</u> The Governing Body is responsible for approving and adopting an annual operating budget to guide city expenditures, adopting the Purchasing Policy, setting city policy and decision-making regarding large purchases, determining
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whether services shall be performed by officers and employees or third-party contractors (with limited exceptions as delegated to the City Administrator, officers, and Department Heads within this Policy), and providing direction on the provision of city services.

1. The City Administrator is responsible to the Governing Body for the enforcement of the Purchasing Policy. The City Administrator may approve procedures to assist in the understanding and compliance with the Purchasing Policy. The Purchasing Policy and procedures issued by the City Administrator shall be applicable to all city employees and officers. Deviation from this Policy may only be made upon the approval and at the discretion of the City Administrator pursuant to the Emergency Purchases.
2. Under the authority of the Governing Body and the City Administrator, Department Heads are delegated purchasing authority and responsibility as established in this policy and as set by the annually adopted city operating budget. Department Heads are responsible for ensuring their department's purchasing activities are in accordance with the rules and regulations set forth herein.

GENERAL GUIDELINES

These general guidelines shall be adhered to as closely as possible by all departments in the procurement of goods and services.

1. Discretion of Bidding Process - Unless required by State Statute, it shall be the Department Heads discretion on the method of obtaining bids and proposals. Options include Request for Bid (RFB), Request for Information (RFI), Request for Proposal (RFP), Request for Quotations (RFQ). The method by which requests are solicited and proposals are received may be by US mail, e-mail, and publication in the official newspaper, telephone contacts or verbal requests. Purchases shall attempt to obtain bids or proposals from at least three (3) vendors to ensure that comparison pricing is demonstrated.
2. Buy Local - It is the desire of the City to purchase locally when possible. This can be accomplished by ensuring that local vendors are included in the competitive solicitation process that will precede major purchases. It is also the desire of the City to purchase from disadvantaged enterprise businesses whenever possible as defined by Wisconsin Statute 84.06(1).
3. Cooperative Procurement Programs – Departments are encouraged to use cooperative purchasing programs sponsored by the State of Wisconsin or other jurisdictions. Purchases secured through these programs are considered to have met the requirements of competitive procurement outlined in this policy. Additionally, if identical services can be obtained at a lower price than current cooperative purchasing contracts, no additional quotes are required.

	4. <u>Purchasing Oversight</u> – Department heads have the responsibility for procurement within their individual departments. 5. <u>Emergencies</u> – When an emergency situation does not permit the use of the competitive process outlined in the policy, the applicable department head, City Administrator and Mayor may determine the procurement methodology most appropriate to the situation. Appropriate documentation of the basis for the emergency should be maintained and filed with the City Clerk. All emergency purchases exceeding \$25,000 shall require the department Head to provide written notice to the Common Council. An emergency is defined as flooding, tornado, dam breach, earthquake, FEMA qualified disasters, criminal or terrorist attacks, major disruption to city infrastructure or other threat to employee and/or public health and safety. 6. <u>Identical Quotes or Bids</u> – If two or more qualified bids/quotes are for the same total amount, and quality or service is considered equal the contract shall be awarded to the local bidder. Where this is not practical the contract will be awarded by drawing lots in public. 7. <u>Serial Contracting</u> – No contract or purchase shall be subdivided to avoid the requirements of this policy. Serial contracting is the practice of issuing multiple contracts, subcontracts, or purchase orders to the same vendor for the same good or service in any 90-day period in order to avoid the requirements of the procurement policy. 8. <u>Policy Review</u> – This policy may be periodically reviewed by the Administrative Committee. <u>COMPETITIVE PURCHASING</u> Whenever practical the purchase of services should be conducted based upon a competitive process unless exempted by this policy or approved otherwise by the committee, commission or board of jurisdiction or the Common Council: 1. <u>Informal Quote and Bid Process</u> - Departments may use an informal bid or RFQ process to document market competition for procurements with an estimated cost of less than \$50,000. Quotations are written or verbal statements of prices, terms of sale and description of goods or services offered to the City by a prospective contractor. Unless a purchase qualifies for an exception listed below, quotations from multiple firms shall be used as documentation of purchases with a cost of at least \$10,000.00 but less than \$50,000. All quotations should be in writing. 2. <u>Formal Bid and Request Process</u> - If it is estimated that the service being solicited has a total cost of over \$50,000 or when state statute mandates, a formal RFB or RFP process shall be used to solicit vendor responses. The Department Head shall be responsible for the preparation of all Request specifications, notices and advertising.
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	Prequalification of proposers may be done at the discretion of the Department Head. a) The purpose of formal bid and proposal process is to solicit proposals with specific information on the proposer and the service offered which will allow the City to select the best proposal. The best proposal is not necessarily the proposal with the lowest cost. b) Based upon the services or project and the magnitude of the outcome a selection committee may be advisable. c) Formal bids and requests shall be publicly noticed. All notices and solicitations of proposals shall state the time and place of the proposal opening. d) Information to be requested of the proposer should include: Number of years the proposing company has been in business, company's experience in the area of desired services, financial strength of the company, examples of similar services/projects completed, resumes of staff that will be associated with the project/service, list of references, insurance information. In addition, the proposal should provide information about the City, scope of services requested and any outcomes. The proposal should also identify evaluation factors and relative importance. e) Establish selection criteria and include this information with the RFP. It is generally advisable to establish a numeric ranking matrix. This reduces the subjective nature of the rating process. f) Proposals should be solicited from an adequate number of qualified sources. Requests for proposal should be formally noticed. All notices and solicitations should provide the issue date, response due date, date and time of opening responses and a contact person. g) Proposals shall be opened and recorded, and a tabulation of proposals received shall be available for public inspection. The Department Head and selection committee (if applicable) will then review the proposals and make a selection. Proposals shall be reviewed and approved by the committee of jurisdiction. 2. <u>Exceptions</u> - The only exceptions to a Competitive Procurement process whether formal or informal are: a) Sole-source purchases (i.e., when only one known supplier is available): includes diagnostic vehicle repairs and warranty work that needs to be done by service providers equipped and trained for repairs on the make and model of equipment being repaired. b) Emergency purchases and repairs covered by insurance
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	proceeds. c) Items purchased by State contract or Cooperative Agreements. d) Purchases paid with grant funds which require specified purchase procedures. e) Professional services and other services that have been established as Long Term Services. f) Purchases under \$25,000 with justifications as identified by a Department Head and approved by the City Administrator. g) For purchases below \$5,000, the bidding/proposal process is waived although the purchaser is expected to compare prices for routine purchases and supplies. The intent is to look for quality and price over convenience, wherever practical. <u>SOLE SOURCE</u> Purchase of services under \$25,000 may be made without competition when it is agreed in advance between the Department Head and City Administrator. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. The Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury, financial or other unusual and compelling reasons, service is available from only one source and no other service will satisfy city requirements, legal services provided by an attorney, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation, aesthetic purposes or compatibility is an overriding consideration, the purchase is from another governmental body, continuity achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, economical to the City on the basis of time and money of proposal development. 1. Sole source purchase under \$10,000 shall be evaluated and determined by the Department Head. 2. Prior to a sole source purchase of \$10,000 to \$25,000 justification shall be provided to the City Administrator, who must concur and sign off with his or her approval the sole source or assist in locating additional competitive sources. 3. Sole source purchase exceeding \$25,000 must be approved by the Common Council based upon a recommendation from the committee of jurisdiction.
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COOPERATIVE PURCHASING

Cooperative purchasing between the City and the State of Wisconsin or between the City and other local governments can result in significant savings on the purchase price of many items. The Finance Manager shall have the authority to analyze the desirability of cooperative purchasing arrangements and to make recommendations to the City Administrator. The Common Council encourages cooperative purchasing but maintains the right to reject any or all such agreements. It is the policy of the City to enter into cooperative purchasing agreements when:

1. Substantial savings will result.
2. Quality, availability, or service will not be sacrificed.
3. The City will be separately billed for its purchases;
4. Ordered items will be delivered directly to the City (unless otherwise agreed to).

When equipment and goods can be purchased under a cooperative purchase agreement or state contract they are not required to be competitively bid. The Common Council will authorize the purchase when the budget and capital improvement plan are adopted each year. Departments need not seek secondary approval at the time of purchase as long as the equipment and good remain within the approved budget.

PROFESSIONAL & LONG TERM SERVICES

1. **Professional Services** - Professional services may include, but are not limited to, legal, engineering, financial, medical, information technology, or consulting services. Such complex or technical services may be long-term for continuity. Provided that contracts for professional services or outsourcing contractual officers are subject to Mayoral appointment and consent of the Common Council, contracts for such services may be written to reflect that services will continue until terminated by one of the parties. Best practices that justify professional services without a competitive process include:
 - a) The provider has an established relationship and working knowledge of city assets, data, policies, and procedures or expert knowledge that renders an advantage to the City in terms of reduced time and cost, improved production, or reduced monitoring.
 - b) The provider was evaluated competitively initially and continues to maintain satisfactory service.
 - c) Design costs generally reflect 10-15% of construction estimates, with an additional 5% buffer should the project require federal reporting.
 - d) Every five years professional service engagements are reviewed.

2. Contract Renewals – The City may enter into long term contracts up to 5 years. After five years, should a contractor be willing to maintain the contractual terms and price, the City may renew the contract on a year-to-year basis without having to go through a competitive procurement process.

REVIEW AND AUTHORIZATION OF AGREEMENTS

1. Legal Review - All contracts, including but not limited to rental or lease agreements, contracts for services that exceed Department Head purchase authority, facility use agreements, and cooperative agreements, must be reviewed and approved by the City Attorney prior to execution.
2. Record Keeping - A copy of all contracts that exceed Department Head purchase authority of any sort must also be forwarded to the City Clerk for processing and recordkeeping upon execution. A copy of all contracts requiring payment, or the receipt of funds must be forwarded to the Finance Department as promptly as reasonable.
3. Execution - Contracts that exceed Department Head purchase authority shall be signed by the Mayor or designee and counter-signed by the City Clerk, City Administrator or City Attorney. The City Administrator shall certify that funds have been provided by the Common Council to pay the liability that may be incurred under the contract.

CHANGE ORDERS

A change order is an order given to a contractor to expand on work set forth in the original contract. In a majority of the contracts issued by the City, there will be change orders. There will be contracts with a high degree of planning that will not cover unanticipated aspects of the project.

Staff may approve change orders up to 10% of the total cost; however, staff shall not approve a change order over \$100,000 without Common Council approval.

Financial information shall be submitted to the Common Council when partial payments are made. When change orders requested exceed the contract amount by at least 10%, a report of all past change orders will be provided to Common Council with any future change order request.

BUDGET

All purchases shall be made in accordance with the budget approved by the Common Council. The Department Head has the responsibility for managing departmental spending to ensure the departmental budget is not overspent within the department's operating budget, and for initiating Transfer of Fund Requests between accounts when appropriate.

	<u>PURCHASING AUTHORITY</u> 1. <u>Purchasing Cards</u> – Refer to Policy 304 Credit Card 2. <u>Purchasing Thresholds</u> - The following table indicates final payment authorization for City expenditures. <table border="1" data-bbox="639 472 1380 777"> <thead> <tr> <th>Expenditure Amount</th><th>Authority Classification</th></tr> </thead> <tbody> <tr> <td>\$1 to \$2,500</td><td>General Employees</td></tr> <tr> <td>\$2,501 to \$5,000</td><td>Purchasing Agent</td></tr> <tr> <td>\$5,001 to \$10,000</td><td>Department Head</td></tr> <tr> <td>\$10,001 to \$25,000</td><td>City Administrator</td></tr> <tr> <td>Over \$25,000</td><td>Governing Body</td></tr> </tbody> </table> The Mayor has purchasing authority through use of his or her city-issued purchasing card with a threshold of \$5,000. 3. <u>Emergency Threshold</u> - Under a declared emergency, the Mayor and City Administrator may exercise purchasing authority up to \$50,000. All emergency purchases shall be reported to the Common Council. 4. <u>Petty Cash</u> - The petty cash fund was established to enable departments to make small, emergency purchases when a check is not available, or a purchasing card cannot be used. Petty Cash expenditures may not be used to circumvent current purchasing procedures. Expenditures of \$50 or less made by a city employee may be reimbursed through the petty cash fund. Adequate receipts and documentation must be maintained to support all transactions made from the petty cash fund. Departments will be required to reconcile petty cash receipts once per quarter.	Expenditure Amount	Authority Classification	\$1 to \$2,500	General Employees	\$2,501 to \$5,000	Purchasing Agent	\$5,001 to \$10,000	Department Head	\$10,001 to \$25,000	City Administrator	Over \$25,000	Governing Body
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Over \$25,000	Governing Body												
HISTORY													

		TITLE:	CREDIT CARD POLICY	
		POLICY #:	309	
POLICY SOURCE	FINANCE DEPARTMENT		PAGES	2
DATE ADOPTED	XX/XX/XXXX	DATE LAST REVISED	XX/XX/XXXX	

PURPOSE	The purpose of this policy is to establish clear guidelines for the issuance, use, reconciliation and control of City-issued credit cards. It is designed to ensure that all card usage is strictly for authorized business expenses, is documented in accordance with City procedures, and supports transparency, accountability and financial integrity within the organization.
POLICY	The City of Beaver Dam will issue credit cards to certain employees/departments for use in their jobs; this policy sets out the acceptable and unacceptable uses of such credit cards. Use of city-issued credit cards is a privilege, which the City of Beaver Dam may withdraw in the event of serious or repeated abuse. Employees with credit cards shall not use them for any non-business, non-essential purpose, i.e., for any personal purchase or any other transaction that is not authorized or needed to carry out their duties. The City of Beaver Dam will not regard expenses for one's own business-related use, such as lodging and meals while on City-approved business trips, as personal purchases, if such expenses are consistent with the City of Beaver Dam's travel and expense reimbursement policy. If any employee uses a City credit card for personal purchases in violation of this policy, the cost of such purchase(s) could be considered an advance of future wages payable to that employee if not immediately reimbursed to the City of Beaver Dam. If an employee uses a City credit card for any other type of unauthorized transaction in violation of this policy, i.e., incurs financial liability on the City of Beaver Dam's part that is not within the scope of the employee's duties or the employee's authorization to make business-related purchases, the cost of such purchase(s) or transaction will be the financial responsibility of that employee, and the employee will be expected to reimburse the City of Beaver Dam. Any purchases an employee makes with a city credit card in violation of this policy will result in disciplinary action, up to and possibly including termination of employment, depending upon the severity and repeat nature of the offense. The Finance Department approves the positions/departments with the ability to use a credit card issued by the City of Beaver Dam.

	The Finance Department shall maintain a listing of all positions/departments authorized to use a credit card and associated credit limits. Prior to issuance of a City of Beaver Dam credit card, each employee shall sign a written acknowledgment confirming receipt of this Credit Card Policy. The acknowledgment shall state that the employee has received, read, and understands the policy; agrees to comply with all requirements and restrictions contained herein; and acknowledges that failure to adhere to the policy may result in disciplinary action, including revocation of credit card privileges and up to and including termination of employment. No credit card shall be issued until the signed acknowledgment is received by the Finance Department. The signed acknowledgment shall be maintained on file in the employee's personnel record. Cardholders approved to use a credit card shall: • Have purchases authorized by the Department Head • Only use the credit card for City of Beaver Dam purchases • Ensure that sales tax is not paid on all exempt purchases • Follow the policy on Employee Reimbursements • Ensuring adequate controls are exercised to minimize the risk that credit cards are used for fraudulent or corrupt purposes • Report lost or stolen cards immediately to the Finance Department • Upon registration or termination of duties within the City of Beaver Dam, reconcile all expenditures on his/her card account since the last statement and surrender the card upon termination to their Department Head Purchase receipts and invoices shall be turned in to their Department immediately and the Department shall turn over within five (5) working days to Accounts Payable. It is recommended to scan receipts and email to Accounts Payable, ap@ci.beaverdam.wi.gov. Monthly credit card statements will be received and opened by Accounts Payable. Accounts Payable will match and reconcile receipts with purchases. Any missing receipts will be requested immediately. Cardholders that do not turn in receipts in a timely manner on a routine basis could result in cancellation of the card or shall be held responsible for any late payment fees incurred.
HISTORY	



Credit Card Policy Acknowledgment Form

I acknowledge that I have received a copy of the City of Beaver Dam Credit Card Policy (#309). I understand that the use of a City-issued credit card is a privilege and that all purchases made with the card must be for authorized City business purposes only.

By signing below, I acknowledge and agree to the following:

- I have read and understand the requirements, responsibilities, and restrictions contained in the Credit Card Policy.
- I agree to comply with all provisions of the policy and any related procedures established by the City of Beaver Dam.
- I understand that City-issued credit cards may not be used for personal or unauthorized purchases.
- I understand that I am responsible for promptly submitting receipts and required documentation for all purchases.
- I understand that unauthorized or improper use of a City-issued credit card may result in:
 - Revocation of credit card privileges;
 - Repayment of unauthorized charges and/or related fees
 - Disciplinary action, up to and including termination of employment.
- I agree to immediately report any lost or stolen credit card to the Finance Department.
- I understand that upon transfer, reassignment, or termination of employment, I must surrender the credit card and reconcile any outstanding transactions.

I further acknowledge that no City-issued credit card will be released to me until this signed acknowledgment form has been returned to the Finance Department.

Employee Name (Print): _____

Department: _____

Position/Title: _____

Last Four Digits of Assigned Card (if applicable): _____

Employee Signature: _____

Date: _____

 BEAVER DAM <i>Life is good here</i>		TITLE:	SNOW AND ICE CONTROL POLICY	
		POLICY #:	501	
POLICY SOURCE	PUBLIC WORKS DEPARTMENT		PAGES	2
DATE ADOPTED	XX/XX/XXXX	DATE LAST REVISED	XX/XX/XXXX	

PURPOSE	The purpose of this policy is to guide Public Works personnel with snow and ice control procedures for city maintained infrastructure.
POLICY	<u>GENERAL PROVISIONS</u> All existing ordinances regarding snow removal from sidewalks, placing snow into public right of way, and parking regulations during the winter season remain in effect. The City of Beaver Dam will strive to maintain safe conditions for drivers experiencing winter driving conditions. This does not mean that bare, dry pavement free of snow and ice should be expected immediately after snowfall or ice storms. Every winter storm offers different conditions such as wind, temperature, timing, duration, and moisture content. Therefore, this policy must remain flexible to adapt to different variables. <u>DETERMINATION OF NEED FOR SNOW & ICE CONTROL PROCEDURES</u> The determination to begin snow and/or ice control procedures during normal working hours shall be the responsibility of the Public Works Supervisor. During off duty hours, the said determination shall be the responsibility of the on-call Public Works Supervisor in coordination with the Police Department. <u>SNOW CONTROL PROCEDURES</u> 1. Snow Plowing Snow plowing will typically begin when snow accumulation has exceeded two inches and/or is a traffic hazard. City-wide snow plowing operations will occur according to the following designated priorities: Priority 1 - Main streets (arterial streets) Priority 2 - Secondary streets (collector streets) Priority 3 - Low volume residential through-streets (local streets), dead ends, cul-de-sacs, alleys, and parking lots If other safety concerns exist, such as a hill, a street may be advanced to a higher priority for plowing. For operating efficiency, some lower

	priority streets may be completed when equipment is in the area rather than returning later. This will vary by storm conditions and severity. During storms with heavy snowfall, main streets may have to be continually patrolled. Secondary streets will be patrolled as frequently as possible and low volume residential streets may not be plowed until high priority streets are safe to travel. 2. Snow Removal Snow removal is necessary in the downtown area where snow storage is not available behind the curb. Snow removal is also necessary in other areas after heavy storms or a series of storms where there is limited or no snow storage area. Snow removal does not occur every time plowing operations occur. This will vary depending on the timing of the storm, the amount of precipitation received, and the forecast. In the days following a heavy storm or series of storms, it may be necessary for Public Works crews to remove snow piles from dead ends, municipal parking lots, cul-de-sacs, and curb lines during normal working hours. This operation will not necessarily be performed after every storm event. 3. Sidewalks Snow and ice will be cleared from sidewalks abutting city-owned properties only after snow and ice are satisfactorily controlled on city streets. <u>ICE CONTROL PROCEDURES</u> Ice control operations can vary greatly, depending on whether there is a need for citywide coverage, or if there are isolated slippery areas. The Police Department and Public Works supervisors will communicate to determine priority locations. Attention is given to City streets according to the following designated priorities: Priority 1 - Main streets (arterial streets) Priority 2 - Secondary streets (collector streets) Priority 3 - Low Volume Residential through streets (local streets), dead ends, cul-de-sacs, alleys, and parking lots Arterial streets and some collector streets will often be treated along the entire route, while some collector streets and residential streets will only be treated at intersections, curves, and hills. Prior to a predicted snow and ice event, it may be necessary to initiate pretreatment operations consisting of an application of liquid salt brine and/or other chemicals to dry roads. This pretreatment application is intended to keep the snow and/or ice from bonding to the road surface for easier control.
HISTORY	None.

 BEAVER DAM <i>Life is good here</i>		TITLE:	STREET NAMING AND RENAMING POLICY	
		POLICY #:	505	
POLICY SOURCE	DIRECTOR OF ENGINEERING		PAGES	2
DATE ADOPTED	XX/XX/XXXX	DATE LAST REVISED	XX/XX/XXXX	

PURPOSE	The purpose of this policy is to establish a uniform procedure for the naming and renaming of streets (public and private) throughout the City of Beaver Dam, to ensure accuracy of the City's addressing to facilitate efficient emergency response and service delivery, and to promote clear wayfinding throughout the street system.
POLICY	<u>FINDINGS</u> The Common Council finds that a uniform procedure for naming and renaming City streets is essential for the public health, safety, and welfare of the City. The Common Council also finds that street name changes on inhabited streets lead to confusion and inconvenience for residents, businesses, emergency personnel, visitors, utilities, the United State Postal Service, and other delivery and service agencies. Street name changes also require a significant amount of staff time to achieve; therefore, the Common Council strongly discourages renaming streets unless exceptional circumstances dictate otherwise. <u>AUTHORITY</u> The Common Council has the authority for the naming and renaming of all City streets by passing or rejecting a resolution for such. The said resolution may be in conjunction with an approved plat, certified survey map, or other legally recorded survey instrument. <u>STREET NAMING REQUIREMENTS</u> All new streets or renamed streets shall be named in compliance with the following criteria: 1. Duplicate street names in the City of Beaver Dam or townships directly abutting the City are not permitted for new streets except where subsection 2. applies. No street name shall phonetically sound like another street name or a commercial/private facility in the City of Beaver Dam or townships directly abutting the City (i.e., see and sea, beach and beech, Tennis Court, etc.). All configurations of the same phrase or word are considered duplicate (i.e., Sandstone and Sand Stone). 2. Existing street names shall be used when they are or would be logical extensions of existing streets, even if separated by developed or undeveloped land. 3. Length of street names, including the abbreviated street prefix and/or suffix along with spaces, shall be 20 characters or less.

	4. Street names shall only be composed of English alphabet letters. Abbreviations, articles, periods, punctuation, hyphens, apostrophes, symbols, or special characters are not permitted in street names. Numeric street names shall be spelled (i.e., Third rather than 3rd). The most common spelling of a street name must be used (i.e., Wind rather than Wynd). 5. Standard directional notations (i.e., north, south, east, or west) shall only be permitted as a prefix to the street name and street type notations (i.e., road, lane, avenue, etc.) shall only be permitted as a suffix to the street name. 6. No street shall change direction more than 90 degrees without a change in street name unless the street is a circle. Street name changes shall occur at an intersection whenever possible. Where a change cannot occur at an intersection, the change shall occur at a point where the street orientation changes from the primarily north-south direction to the east-west direction. Such designation point shall be clearly shown on the survey instrument that creates the street name or within an exhibit attached to the resolution adopting the street name. 7. Street names are not permitted to be discriminatory or derogatory towards race, sex, color, national origin, creed, political affiliation, or other protected classes as recognized by state or federal law. 8. Street names are not permitted to have sexual overtones or names that may be considered offensive due to inappropriate humor, insult, parody, slang, or double meanings. 9. Street names shall only be assigned one street type suffix (i.e., road, lane, avenue, etc.). 10. Street names shall be easy to spell and pronounce. Street names that tend to be mispronounced, misspelled, or difficult to pronounce/spell are not permitted (i.e., Reign, Parmesan or Aqueous). 11. Only street types designated by the United States Postal Service Addressing Standard (https://pe.usps.com/text/pub28/28apc_002.htm) are permitted. 12. Street names shall not reference the names of an individual person, business, or organization, except those with substantial historical or civic significance as determined by the Common Council. The name of a living individual is not permitted. <u>STREET RENAMING CRITERIA</u> No street shall be renamed in the City of Beaver Dam unless Common Council finds by clear, satisfactory, and convincing evidence one of the following to be true: 1. A name change is necessary or desirable to improve emergency personnel or emergency vehicle response. 2. The name is erroneous compared to the City cadastral map or City Official Map.
HISTORY	None