

**CITY OF SPARTA**  
**COMMON COUNCIL AGENDA**  
**December 13, 2023**

**CITY HALL**

**6:00 P.M.**

**CALL MEETING TO ORDER**

**ROLL CALL**

**PLEDGE BY ALDERMAN BRUCE HUMPHREY**

**APPROVAL OF AGENDA**

**CONSENT AGENDA: Minutes of the Regular Meeting on November 15, 2023 and the Special Meeting on November 29, 2023**

**Service Award to Barb Schmitz for Five (5) Years of Service to City Hall**

**Sparta Rotary Club Presentation**

**RESOLUTIONS**

**Resolution Approving River Run Sparta Fees for 2024**

**Resolution Accepting Bid for Memorial Park Playground Equipment Design and Installation**

**Resolution Authorizing Mayor to Execute Agreement Between City of Sparta and MSA Professional Services, Inc. (Utility and Roadway Improvements)**

**Resolution Authorizing Mayor to Execute Agreement Between City of Sparta and MSA Professional Services, Inc. (Idol Avenue Water Main Extension)**

**Resolution Authorizing City of Sparta to be a Plaintiff in the Class Action Lawsuit Regarding PFAS Contamination of Water Treatment Facilities**

**Resolution Approving Certified Survey Map (Caeden and Sarah Christensen)**

**OTHER BUSINESS**

**Consideration of "Class A" Liquor / Class "A" Beer License for the Remaining 2023-2024 Term for Sakura Foods, Inc. dba J-Mart Located at 112 S Water Street**

**Consideration of Appointment of Election Officials for the 2024-2025 Term**

**CITY ADMINISTRATOR REPORT**

**ITEMS FOR FUTURE CONSIDERATION**

**ADJOURN**

Posted: 12/11/2023

**CITY OF SPARTA**  
**COMMON COUNCIL MINUTES**  
**November 15, 2023**

**PRESENT:** Robert Arnold, Jim Church, Troy Harris, Bruce Humphrey, Matthew Hoffland, Josh Lydon, David Kuderer, Mayor Riley

**ABSENT:** Kevin Brueggeman

**ALSO PRESENT:** Mark Sund, Todd Fahning, Dan Hellman, Michelle Tryggestad, Emilee Nottestad, Bradley Viegut (Baird), Brad Gilbertson, Erik Jones, John and Sherry LaCourse

Mayor Riley called the meeting to order at 6:00 p.m.

Roll Call was done by the City Clerk.

The Pledge of Allegiance was led by Kevin Riley.

**A motion was made by Josh Lydon and seconded by Matthew Hoffland to approve this agenda. Motion carried 7-0.**

**A motion was made by Josh Lydon and seconded by Matthew Hoffland to approve the consent agenda consisting of the minutes of the meeting of October 11, 2023 and monthly bills for October. Motion carried 7-0.**

Mayor Riley presented a service award to Erik Jones for five years of service to the Parks & Recreation Department.

**ORDINANCES**

**ORDINANCE NO. 1020**

**ORDINANCE PERTAINING TO SCHOOL CROSSING GUARDS AND  
TRAFFIC CONTROL ATTENDANTS**

Jim Church read the Ordinance the first and second time. Josh Lydon moved to read the Ordinance third time by title only, rules be suspended and placed before the Council for immediate action, seconded by Matthew Hoffland. Motion carried 7-0. Mayor Riley read the Ordinance third time by title only and the Resolution was approved on a roll call vote 7-0.

**RESOLUTIONS**

**RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$4,525,000  
GENERAL OBLIGATION PROMISSORY NOTES AND AUTHORIZING THE  
ISSUANCE AND ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED  
\$4,525,000 NOTE ANTICIPATION NOTES IN ANTICIPATION THEREOF**

Josh Lydon read the Resolution the first and second time. Josh Lydon moved to read the Resolution third time by title only, rules be suspended and placed before the Council for immediate action, seconded by Matthew Hoffland. Motion carried 7-0. Mayor Riley read the Resolution third time by title only and the Resolution was approved on a roll call vote 7-0.

Mark Sund presented the proposed 2024 budget. He stated not much has changed since the Finance Committee meeting last week. He stated as far as city control, the tax levy rate currently is 5.19% and in 2024 should be 5%. With the latest Interim Market Update assessment that was performed, the reassessed values were up approximately 8%. He stated the Transportation Aid continues to drop. A significant change again is the equipment replacement fund. Inflation and the cost of materials have significantly increased the fund from \$405,000 in 2023 to \$550,00 budgeted for 2024.

He stated if anyone has questions to contact him directly. He reminded everyone that there is a Special City Council meeting on Wednesday, November 29<sup>th</sup> at 6:00 p.m. to discuss and vote on the 2024 budget.

Mark Sund presented the City Administrator's Report. He added that they may hold off a few months on Phase 3 of South Pointe.

Mark informed of vandalism that has been happening in the Creekside area downtown in the way of painting of the bridge and damage to lighting in the area. The police department is actively patrolling the area on foot and using area surveillance cameras to identify the individuals involved.

Troy Harris asked about the status of LMI Properties and the court case. Dan Hellman stated that the court could possibly ask for additional documents from the city. He stated the next process would be for Judge Radcliffe to determine if the Conditional Use Permit was actually terminated or not. After that determination, we would then move forward. They are hoping for a decision sometime in April.

**A motion was made by Josh Lydon and seconded by Matthew Hoffland to adjourn at 6:31 p.m. Motion carried 7-0.**

Respectfully submitted,  
Jennifer Lydon, City Clerk

**CITY OF SPARTA**  
**SPECIAL COMMON COUNCIL MINUTES**  
**November 29, 2023**

**PRESENT:** Kevin Brueggeman, Bruce Humphrey, Troy Harris, Matthew Hoffland, Robert Arnold, Josh Lydon, Dave Kuderer, Mayor Riley

**ABSENT:** Jim Church

**ALSO PRESENT:** Todd Fahning, Mark Sund, Dan Hellman, Emilee Nottestad, K-9 Xanthos, Booker Ferguson, Michelle Tryggstad, Brad Gilbertson, Alyssa Young

Mayor Riley called the meeting to order at 6:00 p.m.  
Roll Call was done by the City Clerk.

The Public Hearing for the City of Sparta proposed 2024 budget began at 6:00 p.m. There was no one to speak for or against the proposed Resolutions. The Public Hearing ended at 6:01 p.m.

Mark Sund stated that the City of Sparta's tax levy is 5.01%. The good news for residents is the school tax credit increased approximately 27%. Residents will see a small reduction in the city's portion of taxes.

**RESOLUTIONS**

**RESOLUTION ADOPTING BUDGET FOR THE YEAR 2024**

Josh Lydon read the Resolution the first and second time. Josh Lydon moved to read the Resolution third time by title only, rules be suspended and placed before the Council for immediate action, seconded by Matthew Hoffland. Motion carried 7-0. Mayor Riley read the Resolution third time by title only and the Resolution was approved on a roll call vote 7-0.

**RESOLUTION DETERMINING AND LEVYING TAX FOR GENERAL CITY PURPOSES FOR THE CITY OF SPARTA**

Josh Lydon read the Resolution the first and second time. Josh Lydon moved to read the Resolution third time by title only, rules be suspended and placed before the Council for immediate action, seconded by Matthew Hoffland. Motion carried 7-0. Mayor Riley read the Resolution third time by title only and the Resolution was approved on a roll call vote 7-0.

Mark received good news on the Note Anticipation Notes for the Sparta Free Library expansion project bonding. He stated the interest rate secured is at 4.28%, which lowers the principal amount to approximately \$4,288,000.

**A motion was made by Josh Lydon and seconded by Bruce Humphrey to adjourn at 6:08 p.m. Motion carried 7-0.**

Respectfully submitted,  
Jennifer Lydon, City Clerk

## **RESOLUTION APPROVING RIVER RUN SPARTA FEES FOR 2024**

WHEREAS, the Park Board for the City of Sparta has reviewed and recommends the River Run Golf Course fees for 2024 listed in attached Exhibit A,

NOW THEREFORE, BE IT RESOLVED, BY THE COMMON COUNCIL OF THE CITY OF SPARTA, MONROE COUNTY, WISCONSIN, that the attached Exhibit A, the River Run Golf Course Fees for 2024, is hereby approved.

Dated this 13<sup>th</sup> day of December, 2023.

OFFERED BY:

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Alderman Jim Church

APPROVED BY:

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Kevin Riley, Mayor

**18 hole rates**

	2023		2024	
	18 Holes	Total		Total
Weekday M- TH. Walk	878 \$	27.85 \$	878 \$	30.00 \$
Weekend F- Sun. Walk	928 \$	31.06 \$	928 \$	35.00 \$
Weekday M - TH. Sen/Mil	1172 \$	24.63 \$	600 \$	27.00 \$
Weekend F-Sun. Sen/Mil			500 \$	31.00 \$
Twilight Spring/Fall after 3, Summer after 5	1172 \$	16.13 \$	1172 \$	20.00 \$
Ends Thursday Before Memorial/Starts October 1st (Spring/Fall)	591 \$	16.13 \$	591 \$	20.00 \$
Junior Green's Fee (15 under)	275 \$	5.00 \$	275 \$	10.00 \$
City Employee (Greens Fee Only)	786 \$	5.00 \$	786 \$	5.00 \$
Reciprocal (must rent cart)	551 \$	25.00 \$	551 \$	30.00 \$
Mon. AM Senior (Golf) Member Cart Rate	309 \$	10.00 \$	309 \$	10.00 \$
Group Rate (Weekday M - Th.) 20 or more golf		25.00 \$		25.00 \$
Group Rate(Weekend Fri - Sun) 20 or more golf	231 \$		231 \$	30.00 \$
Cart 18 holes	4691 \$	16.00 \$	4691 \$	21.00 \$
Member Cart 18 Holes	693 \$	15.00 \$	693 \$	15.00 \$
Rental Clubs 18 Holes	145 \$	9.00 \$	145 \$	10.00 \$

**9 hole rates**

	2023		2024	
	9 holes	Total		Total
Weekday M- TH. Walk	399 \$	17.14 \$	399 \$	17.00 \$
Weekend F- Sun. Walk	463 \$	19.28 \$	463 \$	20.00 \$
Weekday M - TH. Sen/Mil	825 \$	16.07 \$	500 \$	15.00 \$
Weekend F-Sun. Sen/Mil			300 \$	17.00 \$
Ends Thursday Before Memorial/Starts October 1st (Spring/Fall)	726 \$	21.42 \$	726 \$	12.00 \$
Junior Green's Fee (15 under)			100 \$	7.00 \$
City Employee (Greens Fee Only)	73 \$	5.00 \$	73 \$	5.00 \$
Cart 9 Holes	3328 \$	10.00 \$	3328 \$	13.00 \$
Member Cart Nine Holes	314 \$	9.00 \$	314 \$	9.00 \$
Rental Clubs Nine Holes		10.00 \$		10.00 \$
Ride Along Fee	162 \$	5.00 \$	162 \$	5.00 \$

	\$	301,365.70	\$	354,686.00
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2023 Membership rates		2023		2024		Total
Family	29 \$	1,231.65 \$	35,717.85	29 \$	1,256.00 \$	36,424.00
Single Adult	132 \$	830.03 \$	109,563.96	132 \$	847.00 \$	111,804.00
Limited Play (M-Th, Sat after 5)	22 \$	685.44 \$	15,079.68	22 \$	699.00 \$	15,378.00
Young Adult (18-30 years old)	26 \$	524.49 \$	13,636.74	26 \$	535.00 \$	13,910.00
College Student (Full time)	16 \$	337.37 \$	5,397.92	16 \$	344.00 \$	5,504.00
Student	21 \$	192.78 \$	4,048.38	21 \$	197.00 \$	4,137.00
Junior/ must play with adult	6 \$	106.03 \$	636.18	6 \$	108.00 \$	648.00
Private Cart With Storage - Gas	108 \$	385.56 \$	41,640.48	108 \$	600.00 \$	64,800.00
Private Cart With Storage - Electric	23 \$	417.69 \$	9,606.87	23 \$	630.00 \$	14,490.00
Private Cart No Storage(Titled Trail Fees in 2023)	147 \$	230.27 \$	33,849.69	39 \$	300.00 \$	11,700.00
Daily Private Cart Fee	17 \$	51.41 \$	873.97	20 \$	15.00 \$	300.00
Lockers	17 \$			17 \$	52.00 \$	884.00
		\$	270,051.72		\$	279,979.00

	2023			2024						
			Total			Total				
Range Pass	18	\$	140.00	\$	2,520.00	18	\$	150.00	\$	2,700.00
Gas			\$	\$	-			\$	\$	-
Large Bucket	1520	\$	6.00	\$	9,120.00	1520	\$	7.00	\$	10,640.00
Medium	903	\$	5.00	\$	4,515.00	903	\$	6.00	\$	5,418.00
Small	842	\$	4.00	\$	3,368.00	842	\$	5.00	\$	4,210.00
High School Golf Team	1	\$	700.00	\$	700.00	1	\$	800.00	\$	800.00
Youth 15 Under - Free Medium Range Bucket										
			\$	\$	20,223.00			\$	\$	23,768.00

2024 memberships based on 2% increase

Range balls for members could be:

Small - \$2.00

Medium - \$3.00

Large - \$4.00

Fees		2023		2024		Difference
Family	\$	1,231.65	\$	1,256.00	\$	24.35
Family with Gas Cart	\$	1,847.48	\$	1,856.00		8.52
Family with Electric Cart	\$	1,879.61	\$	1,886.00		6.39
Single	\$	830.03	\$	847.00		16.97
Single with Gas Cart	\$	1,445.86	\$	1,447.00		1.14
Single with Electric Cart	\$	1,477.99	\$	1,477.00		-0.99

**RESOLUTION ACCEPTING BID FOR  
MEMORIAL PARK PLAYGROUND EQUIPMENT  
DESIGN & INSTALLATION**

WHEREAS, the Parks and Recreation Committee sought proposals for the design and installation of new playground equipment at Memorial Park, and

WHEREAS, such proposals have been received by the Board and the Board has recommended the acceptance of the proposal of Lee Recreation, LLC attached as Exhibit A in the amount of \$495,944.00,

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SPARTA, MONROE COUNTY, WISCONSIN, that the proposal of Lee Recreation, LLC in the amount of \$495,944.00 for the above-described work project is hereby accepted, and any and all other bids are hereby rejected.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to execute on behalf of the City all documents and perform any other acts necessary or desirable to conclude the transaction and the proposal which is hereby accepted.

Dated this 13<sup>th</sup> day of December, 2023.

OFFERED BY:

\_\_\_\_\_  
Alderman Jim Church

APPROVED BY:

\_\_\_\_\_  
Kevin Riley, Mayor





DATE: November 29, 2023

TO: City of Sparta  
ATTN: Parks & Recreation Director  
1000 E. Montgomery St.  
Sparta, WI 54656

FROM: Pat Groom

RE: **Playground Proposal #142-172055-3**

### BCI BURKE "Play That Moves You"

Playground Proposal #142-172055-2

65 Play Events for an estimated 420 users ages 2-5, 2-12 & 5-12

Minimum Area Needed: 126' x 90'

1-#NUCLEUS	Nucleus Modular Structure – ages 5-12	\$258,159.00
1-#NUCLEUS	Nucleus Modular Structure – ages 2-5	\$ 62,530.00
1-#PANEL	Play Panel Activity Wall	\$ 3,049.00
1-#SWING	4-Bay Single Post Swing Assembly with Seats	\$ 8,776.00
1-#550-9118	Brava Universal Swing	\$ 8,247.00
1-#560-0051	Inclusive Orbit	\$ 13,884.00
1-#560-2589	Comet II Independent Spinner	\$ 2,220.00
1-#560-2591	Verve Climber VI Arch XS	\$ 4,038.00
1-#580-1373	Playhouse	<u>\$ 6,141.00</u>
	Subtotal Equipment	\$367,044.00
	Project Discount	(\$ 55,000.00)
	Assembly/Installation	\$ 99,000.00
	2,700 sq. ft. Playbound™ Poured-in-Place Surfacing	\$ 62,100.00
	400 Cubic Yards of Engineered Wood Fiber (Installed)	\$ 20,800.00
	Freight	<u>\$ 2,000.00</u>
	<b>TOTAL</b>	<b>\$495,944.00</b>

#### NOTE:

See List of all Play Components included on 2 structures & Independent Pieces

Playbound™ Poured-in-Place Surfacing

50% Color – 50% Black speckled mix – Includes Compacted aggregate base

Security of site until the product sets is the responsibility of the customer

**Terms:** Net 20

**Site Preparation, Site Security & Site Restoration is the responsibility of the customer**

**Lead time:** 8-10 Weeks Upon Receipt of Order

**Quote Effective:** **Until 12-21-2023**

**RESOLUTION AUTHORIZING MAYOR TO EXECUTE AGREEMENT  
BETWEEN CITY OF SPARTA AND MSA PROFESSIONAL SERVICES, INC.  
(UTILITY AND ROADWAY IMPROVEMENTS)**

WHEREAS, the Public Works Committee has recommended the City of Sparta enter into a Professional Services Agreement in attached Exhibit A with MSA Professional Services, Inc. regarding the design, bidding, and construction related services in conjunction with Utility and Roadway Improvements in the amount of \$76,200.00,

NOW THEREFORE, BE IT RESOLVED, BY THE COMMON COUNCIL OF THE CITY OF SPARTA, MONROE COUNTY, WISCONSIN, that the Mayor is hereby authorized to execute on behalf of the city the Agreement Between the City and MSA Professional Services, Inc. in the amount of \$76,200.00 which is attached hereto and incorporated by reference.

Dated this 13<sup>th</sup> day of December, 2023.

OFFERED BY:

\_\_\_\_\_  
Alderman Kevin Brueggeman

APPROVED BY:

\_\_\_\_\_  
Kevin Riley, Mayor



## Professional Services Agreement

MSA Project Number: 00051073

This AGREEMENT (Agreement) is made effective November 29, 2023 by and between

**MSA PROFESSIONAL SERVICES, INC (MSA)**

Address: 1230 South Boulevard, Baraboo, WI 53913

Phone: (608) 356-2771

Representative: Tim Mikonowicz

Email: tmikonowicz@msa-ps.com

**CITY OF SPARTA (OWNER)**

Address: 201 W. Oak Street, Sparta, WI 54656

Phone: 608-269-4340

Representative: Todd Fahning

Mark Sund

Email: bldg@spartawisconsin.org

treas@spartawisconsin.org

**Project Name:** 2024 Utility and Roadway Improvements (Page Development)

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

**The schedule to perform the work is:** Approximate Start Date: 11-13-2023  
Approximate Completion Date: 10-31-2024

**The estimated fee for the work is:** \$76,200

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 time and expense basis. Attachment B: Rate Schedule is attached and made part of this Agreement.

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

**CITY OF SPARTA**

Kevin Riley

Mayor

Date: \_\_\_\_\_

**MSA PROFESSIONAL SERVICES, INC.**

Tim Mikonowicz

Team Leader

Date: 11-29-2023

**OWNER ATTEST:**

Jennifer Lydon

City Clerk

Date: \_\_\_\_\_

Rob Uphoff

Vice President

Date: 11-29-2023

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

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees 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 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

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 10 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 Engineer'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 Engineer.

**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 Engineer 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 of Wisconsin.

**31. Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

**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**

### **Basis of Project Scope: 2024 Utility and Roadway Improvements (Page Development)**

In general, the project will consist of an extension of the westside high-pressure water system to serve the proposed Todd Page development located between Alpine Drive and Larson Drive. The high-pressure water main extension will create a closed loop from Larson Drive to Faith Avenue to West Main Street. The project also includes reconstruction of Faith Avenue from West Main Street to West Cricle Drive, this will include converting the existing rural section roadway to an urban section with curb and gutter and improvements to the stormwater conveyance system. Improvements to Larson Drive will include the addition of sanitary sewer and water main. The roadway will remain a rural section with repairs made to the disturbed trench areas for utility installation. Work also includes replacement and relocation of the check valve on Torrey View Drive to the intersection of West Main Street and Faith Avenue. It is assumed that three (3) residential water service connections will be converted to the high pressure zone.

It is understood that the Page Development has retained La Crosse Engineering and Survey Company to complete construction documents for work located inside the development boundary. The City and Developer have agreed to a single prime bid package for street and utility work for both the City's work and the developer's work. MSA will incorporate the developer's plans into MSA's construction documents and administer a single prime let. MSA will assist the City in identifying proper bid item accounting for City responsibility versus Developer responsibility and incurred costs for each.

### ***Design Phase Scope***

#### **1.) Survey, Fieldwork, and Utility Inventory Phase**

MSA will complete a site survey incorporating the collection of existing field data and provide an existing site plan that includes topographic and boundary information for the project area. The site plan may include the following information, as it applies to the project site:

- Benchmarks and control points/monuments used to complete our survey
- Detailed site topographic survey (one-foot contours) for the area that is to be disturbed.
  - Site features such as building corners, access driveways, edge of tree lines, ditchlines, existing utilities, and pavement limits.
  - Adjacent roadway/street features including right-of-way widths, drainage features, and surface conditions.
  - Above-ground and below-ground utilities marked by Diggers Hotline, storm drainage features, such as culverts with size and invert elevations; and storm sewers with size and accessible invert elevations, existing City water system features, sanitary sewer, and private utilities.
  - Survey information, length and bearings of monumented property line boundaries, legal descriptions and existing easements.
- Prepare a base map of the project site showing topographic information and elevation.

#### ***Deliverables:***

- Existing site plan with one (1) foot contours

*Assumptions:*

- Private Diggers Hotline and/or other private utility locate fees are not included in this proposal.
- No confined entry is required for invert elevations.
- City will assist in locating public utilities and provide televising reports if available.

## **2.) Preliminary Design Phase**

Preliminary design drawings prepared as part of this task will include the following:

- Title Sheet and details
- Erosion control sheets
- Preliminary plan and profile drawings
- Cross sections (where applicable)
- Prepare Opinion of Probable Cost
- Conduct preliminary design review meeting

*Deliverables:*

- Three (3) hard copies of the preliminary design plan set, as requested.
- Cost Estimate

## **3.) Final Design**

The Final Design phase incorporates all the preliminary design data, meetings and correspondence, survey information, as-built drawings, permits and regulatory agency submittals, as required by the project scope, along with review comments compiled from the preliminary design, in order to create a final set of construction plans. MSA will prepare a final plan set that includes the following:

- Title Sheet, typical sections, standard detail drawings related to typical site infrastructure.
- Erosion control plan.
- Plan and profile sheets
- Cross Sections (where applicable)
- Plan Drafting
- WisDNR storm water, sanitary sewer, and water main permitting applications
- Incorporation of Developer's plans into this final design set.

The plan set will be produced on 11x17 paper. The Owner will receive three sets of hard copy plans as well as a PDF of the plan set for records. All changes required after the Owner's final approval of the plans will be considered additional work.

*Deliverables:*

- Three (3) paper and one (1) electronic set of bid documents
- WDNR water main extension permit application
- WDNR NOI Stormwater Permit application
- WDNR sanitary sewer extension permit application

## **4.)**

## **5.) Specifications and Opinion of Probable Cost**

MSA will prepare project manual including specifications and bidding documents in order to publically bid out the project for the City and Developer. MSA will also prepare an Opinion of Probable Cost for budgeting purposes and to be used in comparison of the bids received by bidders.

Bid item quantities will be calculated for each individual bid item and listed for the contractor to provide unit prices. MSA will assist the City in preparing a Developer's Agreement for proper identification of incurred costs by the City and the Developer for proper reimbursement.

Specifications will be prepared in MSA Standard format. Specifications shall include the standard procurement and contracting documents, EJCDC construction contract documents technical specification sections.

Deliverables:

- Three (3) hard copies and one (1) electronic copy of the Project Manual for the Owner.
- Opinion of Probable Cost

## **6.) Project Administration and QA/QC**

It is important to closely coordinate MSA's project phases and schedules, both internally as well as with the City and Developer, for the most effective creation of a quality engineered product. This phase takes into account project progress updates, correspondence throughout the project, budget and scope deviation tracking, and management of the project records for the City. Incorporation of Developer plans, quality assurance and control of submittals, plan sets, and engineering operations are also included in this phase.

## **7.) Project Meetings**

A project representative from MSA will attend preliminary and final design, and project progress meetings with the City Staff to assist with the completion of the anticipated tasks for this project. Project meetings may include, but will not be limited to, discussions related to alternative project layouts/concepts, products, materials, right of way and easements, permitting, project approvals.

## **8.) Utility Coordination**

MSA will assist the City with project utility coordination as required by the project's proposed construction work.

MSA will prepare a coordination letter and send it to each of the utilities denoted by Digger's Hotline near the completion of the preliminary plan stage, accompanied by the preliminary plans. MSA will ask the individual utilities to respond to the plans provided to identify potential conflicts, allowing the individual utilities to schedule any relocation work required. MSA will send final plans to the utility companies that received the utility coordination letters upon completion and approval of the final plans by the City.

*Deliverables:*

- Coordination letters / submittals to utilities in the area as identified by Digger's Hotline.

*Assumptions:*

- Design of electric, gas, telephone, cable, fiber optic etc., is not included in this proposal.

**Additional Items of Interest:**

*Construction Phase Services – Not included as part of this agreement.*

*(Note: Available upon City request and amended into this agreement as such after project award)*

*Geotechnical Services – Fees for 3<sup>rd</sup> party geotechnical testing and investigation are not included with MSA's fees. These fees will be invoiced directly to the City. Coordination of said services are included with MSA's proposal.*

## ATTACHMENT B: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative .....	\$ 75 – \$150/hr.
Architects .....	\$ 75 – \$215/hr.
Community Development Specialists .....	\$135 – \$185/hr.
Digital Design .....	\$175 – \$195/hr.
Environmental Scientists/Hydrogeologists .....	\$105 – \$185/hr.
Geographic Information Systems (GIS) .....	\$ 95 – \$185/hr.
Housing Administration .....	\$ 95 – \$170/hr.
HR .....	\$ 135 - \$150/hr.
Inspectors/Zoning Administrators .....	\$105 – \$130/hr.
IT Support .....	\$175 – \$195/hr.
Land Surveying .....	\$ 75 – \$185/hr.
Landscape Designers & Architects .....	\$ 75 – \$215/hr.
Planners .....	\$ 75 – \$205/hr.
Principals .....	\$210 – \$315/hr.
Professional Engineers/Designers of Engineering Systems .....	\$150 – \$200/hr.
Project Managers .....	\$150 – \$230/hr.
Real Estate Professionals .....	\$135 – \$165/hr.
Staff Engineers .....	\$ 75 – \$145/hr.
Technicians .....	\$ 95 – \$150/hr.
Wastewater Treatment Plant Operator .....	\$ 90 – \$115/hr.

### REIMBURSABLE EXPENSES

Copies/Prints .....	Rate based on volume
Specs/Reports .....	\$10
Copies .....	\$0.12/page
Plots .....	\$0.006/sq.in.
Flash Drive .....	\$10
GPS Equipment .....	\$20/hour
Dini Laser Level .....	\$30/per day
Mailing/UPS .....	At cost
Mileage – Reimbursement .....	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle .....	\$0.75 mile standard/ \$0.67 mile for DOT
Nuclear Density Testing .....	\$25.00/day + \$10/test
Organic Vapor Field Meter .....	\$100/day
PC/CADD Machine .....	Included in labor rates
Robotic Survey Equipment .....	\$20/hour - \$15/hour for DOT
Stakes/Lath/Rods .....	At cost
Travel Expenses, Lodging, & Meals .....	At cost
Traffic Counting Equipment & Data Processing .....	At cost
Geodimeter .....	\$30/hour
Drone Flight .....	\$375/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2024.

**RESOLUTION AUTHORIZING MAYOR TO EXECUTE AGREEMENT  
BETWEEN CITY OF SPARTA AND MSA PROFESSIONAL SERVICES, INC.  
(IDOL AVENUE WATER MAIN EXTENSION)**

WHEREAS, the Public Works Committee has recommended the City of Sparta enter into a Professional Services Agreement in attached Exhibit A with MSA Professional Services, Inc. regarding the design, bidding, and construction related services in conjunction with the Idol Avenue Water Main Extension in the amount of \$110,355.00,

NOW THEREFORE, BE IT RESOLVED, BY THE COMMON COUNCIL OF THE CITY OF SPARTA, MONROE COUNTY, WISCONSIN, that the Mayor is hereby authorized to execute on behalf of the city the Agreement Between the City and MSA Professional Services, Inc. in the amount of \$110,355.00 which is attached hereto and incorporated by reference.

Dated this 13<sup>th</sup> day of December, 2023.

OFFERED BY:

\_\_\_\_\_  
Alderman Kevin Brueggeman

APPROVED BY:

\_\_\_\_\_  
Kevin Riley, Mayor



# MSA

## Professional Services Agreement

MSA Project Number: **#00051069**

This AGREEMENT (Agreement) is made effective June 23, 2023 by and between

**MSA PROFESSIONAL SERVICES, INC (MSA)**

Address: 1230 South Blvd, Baraboo, WI 53913

Phone: 608-355-8905

Representative: Tim Mikonowicz

Email: tmikonowicz@msa-ps.com

**CITY OF SPARTA (C/O MARK VAN WORMER AND TODD HANSON)**

Address: 201 W Oak Street, Sparta, WI 54656

Phone: 608-269-4340

Representative: Mark Van Wormer

Email: dpw@spartawisconsin.org

**Project Name:** Idol Avenue Water Main Extension

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

**The schedule to perform the work is:** Approximate Start Date: 07-01-2023  
Approximate Completion Date: 06-30-2024

**The estimated fee for the work is:** **\$110,355.00**

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 time and expense basis. Attachment B: Rate Schedule is attached and made part of this Agreement

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

**CITY OF SPARTA**

\_\_\_\_\_  
Kevin Riley

Mayor

Date: \_\_\_\_\_

**MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_  
Tim Mikonowicz

Team Leader

Date: 06/26/2023

**OWNER ATTEST:**

\_\_\_\_\_  
Jennifer Lydon

City Clerk

Date: \_\_\_\_\_

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

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees 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 1, 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 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

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 10 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 Engineer'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 Engineer.

**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 in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in section 29 of 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 Engineer 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 of Wisconsin.

**31. Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

**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**

### **Basis of Project Scope: Idol Avenue Water Main Extension**

In general, the project will consist of the expansion of the City's municipal water system to residents located in the Town of Sparta and Town of Leon who are currently served by a private community well. Reportedly, recent testing of the community well has detected vinyl chloride, and as such, the City intends to provide these property owners with Municipal water. The project will expand the Municipal system, under current City water system standards, from the intersection of STH 27 and Idol Avenue easterly along Idol Avenue and ultimately to the affected properties. This proposal includes abandonment of the community well, water main easement preparation, topographic survey, design, and permitting (WDNR, Wis PSC, WisDOT). A more detailed scope of services is included below.

### ***Design Phase Scope***

#### **1.) Topographic Survey**

MSA will complete a site survey incorporating the collection of existing field data and provide an existing site plan that includes topographic and boundary information for the project area. The site plan may include the following information, as it applies to the project site:

- Benchmarks and control points/monuments used to complete our survey
- Detailed site topographic survey (one-foot contours) for the area that is to be disturbed.
  - Site features such as building corners, access driveways, edge of tree lines, ditchlines, and pavement limits.
  - Adjacent roadway/street features including right-of-way widths, drainage features, and surface conditions.
  - Above-ground and below-ground utilities marked by Diggers Hotline, storm drainage features, such as culverts with size and invert elevations; and storm sewers with size and accessible invert elevations, existing City water system features, and existing private water system features (as accessible) and private on-site waste water treatment facilities.
  - Survey information, length and bearings of monumented property line boundaries, legal descriptions and existing easements.
- Prepare a base map of the project site showing topographic information and elevation. Site information and elevations for the remaining site will be based on aerial photography and LIDAR data.

#### ***Deliverables:***

- Existing site plan with one (1) foot contours

#### ***Assumptions:***

- Private Diggers Hotline and/or other private utility locate fees are not included in this proposal.
- No confined entry is required for invert elevations.
- City will assist in obtaining past records of private water system features.

## **2.) Land Surveying**

Land Surveying includes review of the property boundary information collected during the topographic survey work, review of existing property information from the County Courthouse, Highway Department road records and Wisconsin DOT plats and incorporating available information into the base drawing. Utility easement creation for maintenance and accessibility after the new water main is installed. The utility easements will be given to the City Attorney for recording at the Courthouse.

### *Deliverables:*

- *Draft Water Main Utility easement document(s).*

*Assumptions: If Title searches are required to complete water main easements, MSA will coordinate limits and affected properties with the City's preferred Title company to obtain appropriate title commitments. Title company fees for conducting title searches are not included in MSA's fees and would be invoiced directly to the City.*

## **3.) Conceptual Water System Layout and System Modeling**

MSA will complete up to three options for system layout including options for main looping. Selected options will be modeled for hydraulic performance vs system reliability and project economy. Each option will include a preliminary cost estimate. One option will be selected and advanced to preliminary and final design.

### *Deliverables:*

- Plan exhibits for each option
- Water modeling outputs
- Opinion of probable costs

## **4.) Preliminary Water Main Design**

After City selection of the desired water main layout, MSA will complete the preliminary design. The preliminary design drawings prepared as part of this task will include the following:

- Title Sheet and details
- Erosion control sheets
- Preliminary plan and profile drawings
- Cross sections (where applicable)
- This phase will include initial consultation with the Wisconsin Public Service Commission, creation of a pre-construction authorization power point presentation including presenting the pre-application submittal to Wisconsin PSC staff.

### *Deliverables:*

- Three (3) hard copies of the preliminary design plan set
- Power point presentation for Wisconsin PSC construction authorization submittal

## 5.) Final Design

The Final Design phase incorporates all the preliminary design data, meetings and correspondence, survey information, as-built drawings, permits and regulatory discussions, as required by the project scope, along with review comments compiled from the preliminary design, in order to create a final set of construction plans. MSA will prepare a final plan set that includes the following:

- Title Sheet, typical sections, standard detail drawings related to typical site infrastructure.
- Erosion control plan.
- Plan and profile sheets
- Cross Sections (where applicable)
- Plan Drafting
- WisDNR storm water and water main permitting applications
- WisDOT Highway right of way permitting
- Township approvals (as required)
- Wisconsin Public Service Commission Construction Authorization submittal

The plan set will be produced on 11x17 paper. The Owner will receive three sets of hard copy plans as well as a PDF of the plan set for records. All changes required after the Owner's final approval of the plans will be considered additional work.

### *Deliverables:*

- Three (3) paper and one (1) electronic set of bid documents
- WDNR water main extension permit application
- WDNR NOI Stormwater Permit application
- Wisconsin Public Service Commission Construction Authorization

### *Assumptions:*

- Review fees are not included in this proposal.

## 6.) Specifications and Opinion of Probable Cost

MSA will prepare project manual including specifications and bidding documents in order to publically bid out the project for the Owner. MSA will also prepare an Opinion of Probable Cost for budgeting purposes and to be used in comparison of the bids received by bidders.

Bid item quantities will be calculated for each individual bid item and listed for the contractor to provide unit prices.

Specifications will be prepared in MSA Standard format. Specifications shall include the standard procurement and contracting documents, EJCDC construction contract documents technical specification sections.

### *Deliverables:*

- Three (3) hard copies and one (1) electronic copy of the Project Manual for the Owner.
- Opinion of Probable Cost

## **7.) Project Management and QA/QC**

It is important to closely coordinate MSA's project phases and schedules, both internally as well as with the City, for the most effective creation of a quality engineered product. This phase takes into account project progress updates, correspondence throughout the project, budget and scope deviation tracking, and management of the project records for the City. Quality assurance and control of submittals, plan sets, engineering operations, etc. are also included in this phase.

## **8.) Project Meetings**

A project representative from MSA will attend schematic layout, preliminary and final design, and project progress meetings with the City Staff to assist with the completion of the anticipated tasks for this project. Project meetings may include, but will not be limited to, discussions related to alternative project layouts/concepts, product and materials, right of way and easements, permitting, project approvals, etc.

## **9.) Utility Coordination**

MSA will assist the City with project utility coordination as required by the project's proposed construction work.

MSA will prepare a coordination letter and send it to each of the utilities denoted by Digger's Hotline near the completion of the preliminary plan stage, accompanied by the preliminary plans. We will ask the individual utilities to respond to the plans provided to identify potential conflicts, allowing the individual utilities to schedule any relocation work required. MSA will mail final plans to the utility companies that received the utility coordination letters upon completion and approval of the final plans by the City.

### *Deliverables:*

- Coordination letters / submittals to utilities in the area as identified by Digger's Hotline.

### *Assumptions:*

- Design of electric, gas, telephone, cable, fiber optic etc., is not included in this proposal.

### **Additional Items of Interest:**

***Construction Phase Services – Not included as part of this agreement.***

***(Note: Available upon City request and amended into this agreement as such after project award)***

***Geotechnical Services – Fees for 3<sup>rd</sup> party geotechnical testing and investigation are not included with MSA's fees. These fees will be invoiced directly to the City. Coordination of said services are included with MSA's proposal.***



## ATTACHMENT B: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative .....	\$ 85 – \$140/hr.
Architects.....	\$ 70 – \$205/hr.
Community Development Specialists.....	\$140 – \$175/hr.
Digital Design .....	\$165 – \$180/hr.
Environmental Scientists/Hydrogeologists .....	\$100 – \$170/hr.
Geographic Information Systems (GIS) .....	\$ 90 – \$175/hr.
Housing Administration .....	\$ 90 – \$160/hr.
Inspectors/Zoning Administrators.....	\$100 – \$120/hr.
IT Support.....	\$165 – \$180/hr.
Land Surveying.....	\$ 90 – \$175/hr.
Landscape Designers & Architects .....	\$ 70 – \$205/hr.
Planners .....	\$ 95 – \$160/hr.
Principals .....	\$200 – \$300/hr.
Professional Engineers/Designers of Engineering Systems .....	\$140 – \$175/hr.
Project Managers.....	\$145 – \$220/hr.
Real Estate Professionals.....	\$130 – \$145/hr.
Staff Engineers .....	\$ 70 – \$130/hr.
Technicians .....	\$ 90 – \$140/hr.
Wastewater Treatment Plant Operator.....	\$ 85 – \$105/hr.

### REIMBURSABLE EXPENSES

Copies/Prints .....	Rate based on volume
Specs/Reports.....	\$10
Copies.....	\$0.12/page
Plots.....	\$0.006/sq.in.
Flash Drive .....	\$10
GPS Equipment.....	\$20/hour
Dini Laser Level.....	\$30/per day
Mailing/UPS.....	At cost
Mileage – Reimbursement .....	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle.....	\$0.75 mile standard/ \$0.67 mile for DOT
Nuclear Density Testing.....	\$25.00/day + \$10/test
Organic Vapor Field Meter.....	\$100/day
PC/CADD Machine .....	Included in labor rates
Robotic Survey Equipment .....	\$20/hour - \$15/hour for DOT
Stakes/Lath/Rods .....	At cost
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing .....	At cost
Geodimeter.....	\$30/hour
Drone Flight.....	\$375/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2023.

# **RESOLUTION AUTHORIZING CITY OF SPARTA TO BE A PLAINTIFF IN THE CLASS ACTION LAWSUIT REGARDING PFAS CONTAMINATION OF WATER TREATMENT FACILITIES**

WHEREAS, the law firm of Napoli Shkolnik, Attorneys at Law have reached a tentative settlement offer with 3M, Dupont, and other manufacturers of PFAS chemicals which are used to extinguish fires, and

WHEREAS, said PFAS chemicals can contaminate water treatment facilities requiring extensive cleanup costs, and

WHEREAS, the City of Sparta Water Department in order to protect the City's interests has signed a retainer agreement with Napoli Shkolnik to represent the City in said PFAS class action lawsuit even though no PFAS chemicals have been found in any water sources of the City of Sparta up to this time,

NOW THEREFORE, BE IT RESOLVED, BY THE COMMON COUNCIL OF THE CITY OF SPARTA, MONROE COUNTY, WISCONSIN, that the City of Sparta hereby approves of the retainer agreement with Napoli Shkolnik to represent the City in the PFAS class action lawsuit and to be part of the settlement reached against 3M, Dupont, and other manufacturers of PFAS chemicals.

Dated this 13<sup>th</sup> day of December, 2023.

OFFERED BY:

---

Alderman Kevin Brueggeman

APPROVED BY:

---

Kevin Riley, Mayor

**RESOLUTION APPROVING CERTIFIED SURVEY MAP  
(Caeden and Sarah Christensen)**

WHEREAS, the Planning Commission has recommended the approval of the attached Certified Survey Map, prepared at the direction of Sarah and Caeden Christensen,

NOW THEREFORE, BE IT RESOLVED, BY THE COMMON COUNCIL OF THE CITY OF SPARTA, MONROE COUNTY, WISCONSIN, that the Mayor and/or City Clerk are hereby authorized to execute the approval of the attached Certified Survey Map.

Dated this 13<sup>th</sup> day of December, 2023.

OFFERED BY:

---

Alderman Jim Church

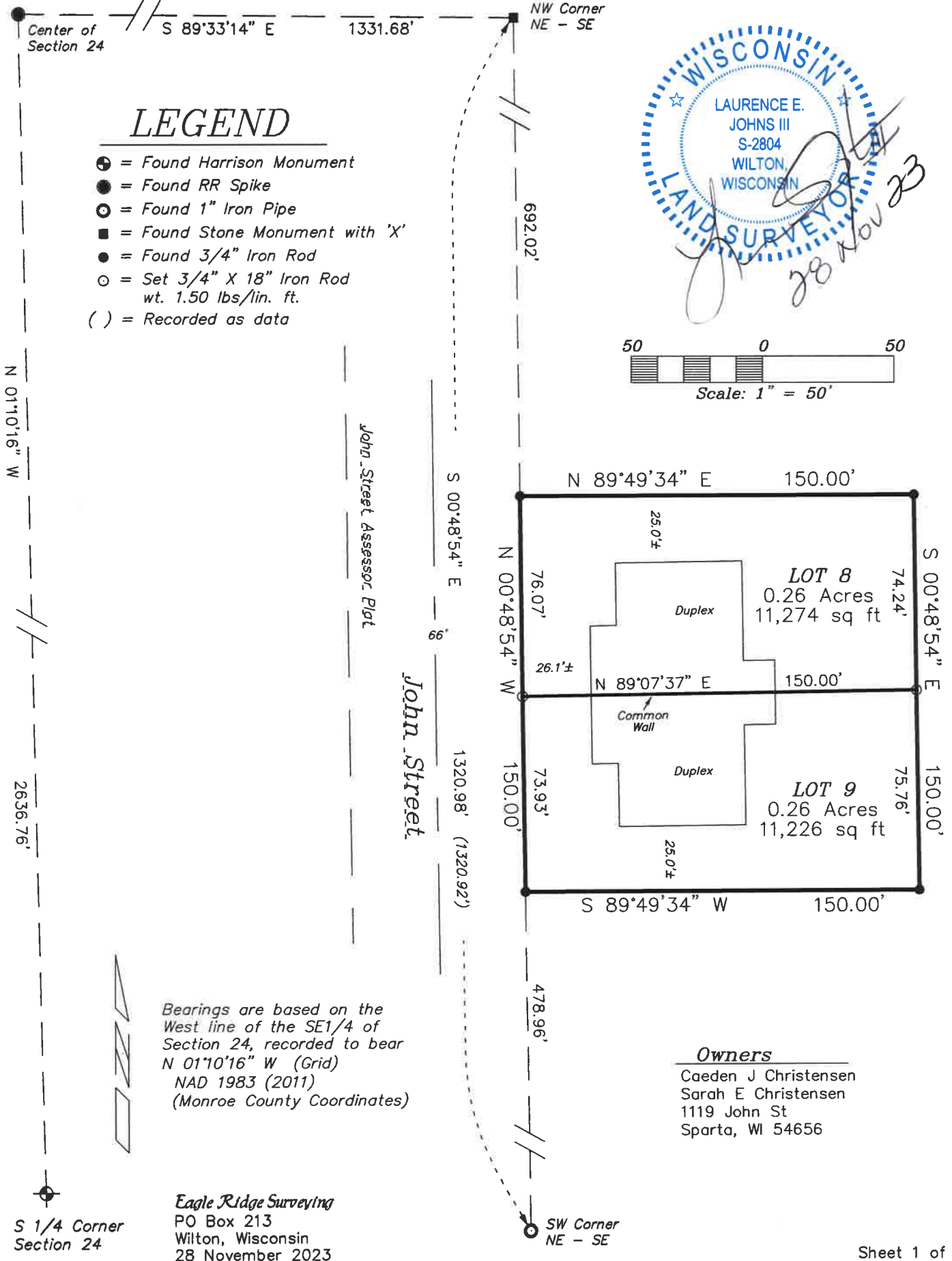
APPROVED BY:

---

Kevin Riley, Mayor

# CERTIFIED SURVEY MAP

Lot 3, Certified Survey Map, Vol 30,  
Pg 151, Doc 336325, Being Part Of  
Certified Survey Map, Vol 1, Pg 226,  
Doc 290930, Located In The NE1/4 Of The SE1/4 Of  
Section 24, T17N, R4W, City Of Sparta, Monroe County,  
Wisconsin



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# *CERTIFIED SURVEY MAP*

*Lot 3, Certified Survey Map, Vol 30, Pg 151,  
Doc 336325, Being Part Of Certified Survey Map,  
Vol 1, Pg 226, Doc 290930, Located In  
The NE1/4 Of The SE1/4 Of Section 24,  
T17N, R4W, City Of Sparta, Monroe County, Wisconsin*

## DESCRIPTION

A parcel of land being Lot 3, CSM, Vol 30, Pg 151, Doc 336325 and also being part of CSM, Vol 1, Pg 226, Doc 290930 and located in the NE1/4 of the SE1/4 of Section 24, T17N, R4W, City of Sparta, Monroe County, Wisconsin.

## SURVEYOR'S CERTIFICATE

I, Laurence E Johns III, Professional Land Surveyor, hereby certify that by the order of and under the direction of Lynette Schmitz & Sarah Christensen, I have surveyed, divided and mapped this property, that this map is a correct representation of the exterior boundaries of the land surveyed and the division of that land and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the City of Sparta Subdivision Ordinance to the best of my knowledge and belief.

## COMMON COUNCIL RESOLUTION

Resolved, that this Certified Survey Map as shown in the City of Sparta is hereby approved by the Common Council.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kevin Riley, Mayor

I hereby certify that the foregoing is a copy of a resolution adopted by the Sparta Town Board.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jennifer Lydon, City Clerk



**Application for Transfer of Retail Licenses for Sale of Fermented Malt Beverages  
and/or Intoxicating Liquor From One Premises to Another**

FEE \$ 10.00

SPARTA, Wisconsin

NOVEMBER 2, 20 23

To the governing body of the ☒ City ☐ Village ☐ Town of SPARTA

County of MONROE Wisconsin.

The undersigned hereby applies for a transfer of Class A license from \_\_\_\_\_

229 N BLACK RIVER STREET to 112 S WATER STREET  
(Present Location) (Proposed Location)

on or about NOVEMBER 15, 2023  
(Date)

1. APPLICANT: *(print name and address plainly)*

(a) Full name of applicant BRIAN JEWELL

(b) Address 715 PARK PLACE, SPARTA, WI 54656

2. LOCATION AND DESCRIPTION OF PREMISES TO WHICH APPLICATION FOR TRANSFER IS MADE:  
Describe building or buildings where alcohol beverages are to be sold, served, consumed, and stored.

(a) Street number 112 S WATER STREET

(b) Trade name of establishment SAKURA FOODS, INC. DBA J-MART

(c) Physical description of building, buildings and/or land area comprising licensed premises.  
ALCOHOL STORED IN BACK STORAGE AREA; DISPLAYED ON SHLEIVING  
NEAR MIDDLE OF THE STORE; SOLD AT CASH REGISTER/COUNTER

(d) Legal description (omit if street address is given above.) \_\_\_\_\_

(e) Is any other business conducted on same premises? ☐ Yes ☒ No If so, what?  
\_\_\_\_\_

(f) Was this location licensed for beer or liquor during the past year? ☐ Yes ☒ No

(g) Give name and address of previous licensee. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(h) Will the previous licensee surrender its license? ☐ Yes ☒ No

**ALL APPLICANTS FOR TRANSFER OF CLASS B LICENSES MUST ANSWER THE FOLLOWING:**

3. If granted, state any interest, directly or indirectly, that any brewer, bottler, wholesaler, manufacturer, or rectifier will hold in the premises for which you are applying

NO

4. If you do not own the fixtures, state the manner, terms and conditions under which said fixtures are held

N/A

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another.

Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

*see attached fr*  
(Signature)

**CLASS OF BUSINESS**

Name SAKURA FOODS, INC. DBA J-MART

Original Location 229 N BLACK RIVER STREET

Ward \_\_\_\_\_

Proposed Location 112 S WATER STREET

Ward \_\_\_\_\_

License No. 11-AL; 17-AB

Treasurer's Receipt No. \_\_\_\_\_

Filed \_\_\_\_\_

Submitted to Council or Board

CITY COUNCIL - NOVEMBER 15, 2023

Approved \_\_\_\_\_ Date \_\_\_\_\_

Denied \_\_\_\_\_ Date \_\_\_\_\_

**ALL APPLICANTS FOR TRANSFER OF CLASS B LICENSES MUST ANSWER THE FOLLOWING:**

3. If granted, state any interest, directly or indirectly, that any brewer, bottler, wholesaler, manufacturer, or rectifier will hold in the premises for which you are applying

No

4. If you do not own the fixtures, state the manner, terms and conditions under which said fixtures are held

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another.

Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

  
(Signature)

**CLASS OF BUSINESS**

Name \_\_\_\_\_

Original Location \_\_\_\_\_

Ward \_\_\_\_\_

Proposed Location \_\_\_\_\_

Ward \_\_\_\_\_

License No. \_\_\_\_\_

Treasurer's Receipt No. \_\_\_\_\_

Filed \_\_\_\_\_

Submitted to Council or Board

Approved \_\_\_\_\_ Date \_\_\_\_\_

Denied \_\_\_\_\_ Date \_\_\_\_\_





201 W Oak Street | Sparta, WI 54656  
(608) 269-4340, Ext 5150 or Option 2  
[clerk@spartawisconsin.org](mailto:clerk@spartawisconsin.org)

### **Appointment of Election Officials for the 2024-2025 Term**

Per State Statute 7.30(4)(a), election officials must be nominated to the governing body by the Mayor. Terms commence on even numbered years and end on December 31 of odd-numbered years. The lists of recommendations are for Chief Inspector Election Officials, Election Officials/Inspectors, Special Voting Deputies, and Special Registration Officials.

Recommendation to appoint the **Chief Inspector Election Officials** for the 2024-2025 term:

Jean Amundson	Julie Geier	Donna Kemp	Cynthia Wise
Sarah Curtis	Teresa Jefferson	Sheila Rhodes	

Recommendation to appoint the **Election Officials/Inspectors** for the 2024-2025 term:

Tim Ackerman	Lori Einer	Erica Koonmen	Cindy Simpkinson
Jean Amundson	Victoria Frandle	Holly Larsen	Barb Smith
Mark Baltz	Julie Geier	Marla Leverich	Ka Lia Smith
Amy Bernath	Scott Giese	Karen McClain	Edith Taylor
Courtney Bisinger	Cheri Greenwood	Patricia Newman	Shonda Waller
Michelle Breen	Edith Habegger	Michael Pace	Cynthia Wise
Heidi Coburn	Julie Hanson	Donna Johnson Parcel	Darleen Ziegler
Julie Cochran	Teresa Jefferson	Sheila Rhodes	
Sarah Curtis	Donna Kemp	Kady Saari	
Emily Diefenbaugh	Sara Kemp	Richard Schaffer	

Recommendation to appoint the **Special Voting Deputies** for the 2024-2025 term:

Jean Amundson	Michelle Breen	Emily Diefenbaugh	Marla Leverich
Tim Ackerman	Heidi Coburn	Robert Humphrey	Kathleen Neubauer
LaVonne Balmer	Julie Cochran	Sarah Kniprath	Darleen Ziegler
Courtney Bisinger	Sarah Curtis	Joni Krepline	

Recommendation to appoint the **Special Registration Officials** for the 2024-2025 term:

Jean Amundson	Sarah Curtis	Marla Leverich
Courtney Bisinger	Emily Diefenbaugh	Jennifer Lydon
Julie Cochran	Jackie Gerl	Darleen Ziegler

## City Administration Report December 2023

### **City Projects & Information**

- Phase 3 for South Pointe in planning stages. Currently reviewing preliminary plans.
- Chamber storage facility almost completed at DPW
- Working on engineering for water service to contaminated wells at old landfill
- Library started footings
- New website has been released for the City. We are still working out some wrinkles.

### **Budget**

2024 budget mill rate \$5.01.

### **Financial**

- Financial report attached for November.

### **Economic Development**

- Multi-tenant building off HWY 71 completed
- ALDI started
- Circle K starting soon in South Pointe
- Working on water service engineering and plans for construction to Page Development after TID approval
- Working on engineering and planning for Biondo Properties off Avon Road
- Things have slowed a bit with new prospects. This is not unexpected this time of year- especially with the current state of the economy and interest rates.