

CITY OF SPARTA
COMMON COUNCIL AGENDA
April 12, 2023

CITY HALL

6:00 P.M.

**CALL MEETING TO ORDER
ROLL CALL
PLEDGE BY ALDERMAN KEVIN BRUEGGEMAN**

APPROVAL OF AGENDA

CONSENT AGENDA: Minutes of the regular meeting on March 15, 2023 and monthly bills for March.

Service Award to Kyle Erickson for 15 Years of Service to the Sparta Police Department

ORDINANCES

Ordinance Pertaining to the Definition of a Public Nuisance to Include Recreational Vehicles as Storage Structures in Residential Neighborhoods

Ordinance Pertaining to the Definition of Junked Motor Vehicles

Ordinance Pertaining to Effective Date of Changes in Sanitation Billing Rates

RESOLUTIONS

Resolution Approving the Certified Survey Map for Bruce Hoekstra

Resolution Authorizing Mayor and City Clerk to Execute Easement for Karen and John Lodico located at 108 W Main Street

Resolution Approving a Contract with Short Elliott Hendrickson, Inc. to Consulting Services on Traffic Study at the Intersection of Montgomery Street and Water Street

Resolution Authorizing Amendments to Collective Bargaining Agreement Between City of Sparta and the Sparta Professional Police Association

Resolution Approving Contract Between Police Department and Part-Time Officers

Resolution Approving Agreement to Split Fee with Monroe County for Ayers Associates Landfill Contract

OTHER BUSINESS

Consideration of "Class B" / Class "B" Liquor License for Jeanette Burlingame, Sparta Bottling Company, LLC dba Sparta Soda Works located at 121 E Oak Street #1

Consideration of Carnival License for Sparta Area Chamber of Commerce for Butterfest on June 8th through June 11th located in Memorial Park

Consideration of Temporary Class “B” Beer License for Sparta Festivals for Butterfest on June 8th through June 11th located in Memorial Park

Consideration of Temporary Class “B” Beer License for Sparta Area Chamber of Commerce for Concerts in the Park May 31; June 7, 14, 21, 28; July 5, 12, 19, 26; August 2, 9, 16, 23 and 30, 2023 located in Evans-Bosshard Park

Consideration of Miscellaneous License for Cigarettes for Vape Club, LLC dba Smoke Shop located at 620 Industrial Drive, Suite 10

CITY ADMINISTRATOR REPORT

ITEMS FOR FUTURE CONSIDERATION

ADJOURN SINE DIE

Posted: 04/11/2023

CITY OF SPARTA
COMMON COUNCIL MINUTES
March 15, 2023

PRESENT: Jim Church, Kevin Brueggeman (via phone,) Bruce Humphrey, Troy Harris, Matthew Hoffland, Ed Lukasek, Josh Lydon, Gordon Dace, Mayor Riley

ABSENT:

ALSO PRESENT: Todd Fahning, Mark Sund, Dan Hellman, Chief Nottestad, Mark Van Wormer, Robert Arnold, Booker Ferguson, Michelle Tryggestad, Reinhard Mueller, John and Sherry La Course, Laurie Koll John Hendricks, John Sund, Gene Arenz, Harlan and Sandie Perry, Mike and Amy Bernath, Library staff, Members of the Friend of the Sparta Free Library

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 Jim Church.

A motion was made by Josh Lydon and seconded by Matthew Hoffland to approve this agenda. Motion carried 8-0.

A motion was made by Ed Lukasek and seconded by Matthew Hoffland to approve the consent agenda consisting of the minutes of the last regular meeting of February 15, 2023 and monthly bills for February. Motion carried 8-0.

Mayor Kevin Riley presented Amy Weisenberger a certificate recognizing her 15 years of service to the Sparta Free Library and the City of Sparta.

RESOLUTIONS

**RESOLUTION APPROVING ROADWAY
FUNCTIONAL CLASSIFICATION CHANGES**

Jim Church 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 8-0. Mayor Riley read the Resolution third time by title only and the Resolution was approved on a roll call vote 8-0.

**RESOLUTION AUTHORIZING CITY OF SPARTA TO INITIATE BONDING
FOR SPARTA PUBLIC LIBRARY EXPANSION PROJECT**

Bruce Humphrey 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 8-0. Josh Lydon made a motion to amend the original motion stating the dollar amount to be \$3,895,000, seconded by Gordon Dace. Motion carried 7-1, with Bruce Humphrey voting no. Mayor Riley read the

Resolution third time by title only and the Resolution was approved on a roll call vote 6-2 with Jim Church and Gordon Dace voting no.

**RESOLUTION AUTHORIZING AMENDMENTS TO COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE CITY OF SPARTA AND
THE SPARTA PROFESSIONAL POLICE ASSOCIATION**

Jim Church made a motion to refer the collective bargaining agreement back to the Finance Committee, seconded by Bruce Humphrey. Motion carried 6-2, with Matthew Hoffland and Josh Lydon voting no.

**RESOLUTION APPROVING PLANNED UNIT DEVELOPMENT – GENERAL
DEVELOPMENT PLAN (PUD-GDP)
(1775 Larson Drive)**

Jim Church read the Resolution the first and second time. Jim Church moved to read the Resolution third time by title only, rules be suspended and placed before the Council for immediate action, seconded by Bruce Humphrey. Motion carried 7-1 with Ed Lukasek voting no. Jim Church made a motion to amend the original motion by adding the verbiage of construction of a haul road for construction purposes, seconded by Bruce Humphrey Mayor Riley read the Resolution third time by title only and the Resolution was approved on a roll call vote 6-2, with Matthew Hoffland and Ed Lukasek voting no.

ORDINANCES

**ORDINANCE NO. 1012
ORDINANCE PERTAINING TO PARKING RESTRICTIONS ON
JEFFERSON AVENUE**

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 8-0. Mayor Riley read the Ordinance third time by title only and the Ordinance was approved on a roll call vote 8-0.

**ORDINANCE NO. 1013
ORDINANCE PERTAINING TO RESTRUCTURING HISTORIC
PRESERVATION COMMITTEE**

Ed Lukasek read the Ordinance the first and second time. Matthew Hoffland moved to read the Ordinance third time by title only, rules be suspended and placed before the Council for immediate action, seconded by Josh Lydon. Motion carried 8-0. Mayor Riley read the Ordinance third time by title only and the Ordinance was approved on a roll call vote 8-0 .

A motion was made by Josh Lydon and seconded by Matthew Hoffland to approve the Mayoral appointment of Bob Halverson Jr to the Park Board. Motion carried 8-0.

A motion was made by Josh Lydon and seconded by Ed Lukasek to approve the Mayoral appointment of Brian Harrie to the Zoning Board of Appeals. Motion carried 8-0.

A motion was made by Josh Lydon and seconded by Matthew Hoffland to approve the Mayoral appointment of Carlos Holcomb to the Zoning Board of Appeals. Motion carried 8-0.

Todd Fahning went over the City Administrator Report. He added that Sparta Kriskindlmarkt received the Governor's Tourism Award, in which they were one of six awarded.

There were no items for future consideration.

At 6:57 p.m. a motion by Jim Church was made for a roll call vote to go into Closed Session per Wis. Stat. 19.85 (1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

Re: Land Located in South Pointe Business Park

Roll call vote: Jim Church – Yes; Kevin Brueggeman – Yes; Bruce Humphrey – Yes; Troy Harris – Yes; Matthew Hoffland – Yes; Josh Lydon – Yes; Gordon Dace – Yes.

Respectfully submitted,
Jennifer Lydon
City Clerk

ORDINANCE NO. 1014
ORDINANCE PERTAINING TO THE DEFINITION OF A PUBLIC
NUISANCE TO INCLUDE RECREATIONAL VEHICLES AS STORAGE
STRUCTURES IN RESIDENTIAL NEIGHBORHOODS

THE COMMON COUNCIL OF THE CITY OF SPARTA, MONROE COUNTY, WISCONSIN,
DO ORDAIN AS FOLLOWS:

Section 2. Sec. 10-5 of the Code of City Ordinances is hereby amended by adding paragraph (15) to the list of public nuisances which read as follows:

(15) Any motorhome, recreational vehicle, or camping trailer used primarily for storage of personal property for more than 30 days in the last 365 days.

Section 3. This ordinance amendment shall be in full force and effect following its passage and publication as provided by law.

Dated this 12th day of April, 2023.

OFFERED BY:

Alderman Jim Church

PASSED this 12th day of April, 2023.

Jennifer Lydon, City Clerk

APPROVED BY:

Kevin Riley, Mayor

ORDINANCE NO. 1015
ORDINANCE PERTAINING TO THE DEFINITION OF JUNKED MOTOR
VEHICLES

THE COMMON COUNCIL OF THE CITY OF SPARTA, MONROE COUNTY, WISCONSIN,
DO ORDAIN AS FOLLOWS:

Section 1. Sec. 10-99 of the Code of City Ordinances is hereby amended by changing the
definition of "Junked Motor Vehicle" to read as follows:

Junked motor vehicle means any motor vehicle which is partially dismantled or
wrecked or which is not currently licensed or legal to operate on a public road.

Section 2. This ordinance amendment shall be in full force and effect following its passage and
publication as provided by law.

Dated this 12th day of April, 2023.

OFFERED BY:

Alderman Jim Church

PASSED this 12th day of April, 2023.

Jennifer Lydon, City Clerk

APPROVED BY:

Kevin Riley, Mayor

ORDINANCE NO. 1016
ORDINANCE PERTAINING TO EFFECTIVE DATE OF CHANGES IN
SANITATION BILLING RATES

THE COMMON COUNCIL OF THE CITY OF SPARTA, MONROE COUNTY,
WISCONSIN, DO ORDAIN AS FOLLOWS:

Section 1. Sec. 15-42 of the Code of City Ordinances is hereby amended so that Paragraph (e) pertaining to the effective date of changes in sanitation billing rates shall be added and read as follows:

Sec. 15-42 (e) Effective Date of Billing Rate Changes for 2023. The 2023 sanitation billing rates shall have an effective date of February 1st, 2023 for monthly billing charges and February 15th, 2023 for quarterly billing charges.

Section 2. This ordinance amendment shall be in full force and effect following its passage and publication as provided by law.

Dated this 12th day of April, 2023.

OFFERED BY:

Alderman Kevin Brueggeman

PASSED this 12th day of April, 2023.

Jennifer Lydon, City Clerk

APPROVED BY:

Kevin Riley, Mayor

**RESOLUTION APPROVING CERTIFIED SURVEY MAP
(Bruce Hoekstra)**

WHEREAS, the attached Certified Survey Map has been prepared at the direction of Bruce Hoekstra, and approved by the Planning Commission,

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 12th Day of April, 2023.

OFFERED BY:

Alderman Ed Lukasek

APPROVED BY:

Kevin Riley, Mayor

CERTIFIED SURVEY MAP No. _____

PART OF

Lot 1, A.A. Munn's Subdivision; Located in the
SE 1/4 - NW 1/4, Section 24, T17N-R4W;
City of Sparta, Monroe County, Wisconsin

SURVEYOR'S CERTIFICATE

I, Christopher W. Fechner, Professional Land Surveyor, do hereby
certify that I have surveyed and mapped this Certified Survey Map
being part of Lot 1, A.A. Munn's Subdivision, located in the SE 1/4 of
the NW 1/4, Section 24, T17N-R4W, City of Sparta, Monroe County,
Wisconsin described as follows:

Commencing at the Center 1/4 corner of Section 24, thence
N 40°02'28" W 885.69 feet to the West line of Lot 1, A.A. Munn's
Subdivision and the point of beginning of this description:

thence, along said West line, N 00°05'09" W 446.02 feet to the
Northwest corner of said Lot 1 and the South right-of-way line
of Walrath Street;
thence, along said South right-of-way line, N 89°57'57" E
145.10 feet;
thence S 00°59'29" E 324.65 feet;
thence S 51°00'00" W 193.08 feet to the point of beginning of
this description.

Subject to any easements, covenants and restrictions of record.

That I have made such survey, map and division of land at the
direction of Bruce Hoekstra, owner of said land.

That such map is a correct representation of the exterior boundaries
of the land surveyed and subdivision thereof made.

That I have fully complied with the provisions of s.236.34,
Wisconsin Statutes, Chapter 35 of the Monroe County Code of
Ordinances and with the subdivision ordinances of the City of Sparta in
surveying and mapping the same.


Christopher W. Fechner PLS #2448
Coulee Region Land Surveyors, LLC
917 S. 4th Street
La Crosse, WI 54601
608-784-1614



Owner:
Bruce Hoekstra
13726 Gazette Road
Sparta, WI 54656

Common Council Resolution

Resolved, that this Certified Survey Map, located in the SE 1/4 of the NW 1/4,
Section 24, T17N-R4W, City of Sparta, Monroe County, Wisconsin is hereby
approved by the Common Council of the City of Sparta.

Dated this _____ Day of _____, 2023

Mayor

I hereby certify that the foregoing is a copy of a resolution adopted by the
Common Council of the City of Sparta.

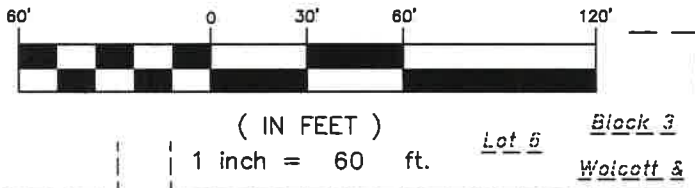
City Clerk

Date

CERTIFIED SURVEY MAP No. _____

PART OF
Lot 1, A.A. Munn's Subdivision; Located in the
SE 1/4 - NW 1/4, Section 24, T17N-R4W;
City of Sparta, Monroe County, Wisconsin

Graphic Scale



33' 33'
East Avenue

Lot 5
Block 2
Burlingame Addition
Calc. Location
From Ties
N 1/4 Corner
Section 24
T17N-R4W

33' 33'
Walrath Street

SE - NW
Section 24
T17N-R4W

Assessor's Subdivision

(East)
N 89°57'57" E
71.97'
(71.47')
(75')
(148')
145.10'
73.13'
(73'±)

Found iron bar is
1.73' into the R.O.W.

Lot 1

Lot 1
57,053 sq. ft.
1.31 acres

446.02'
N 00°05'09" W
(North)

S 00°59'29" E
324.65'
(South)

Assessor's Subdivision

Outlot 80

Bearing Basis: The Monroe County Coordinate System.
Referenced to the (WCCS) NAD 83 (2011) Adjustment:
Referenced to the East line of the NW 1/4,
Section 24, T17N-R4W: S 00°56'43" E

Outlot 77

A.A. Munn's
Subdivision

96.67'

Lot 1

96.41'
193.08'
S 51°00'00" W

Outlot 80

2649.78'

Soo Line Railroad Company

N 40°02'28" W
885.69'

RR Spike
Center 1/4
Section 24
T17N-R4W

Outlot 83

S-7678A

SHEET 1 OF 2

LEGEND

- = Found 1" Iron Pipe
(unless stated otherwise)
- () = Recorded dimensions
- ⊙ = Found 3/4" Iron Bar
- ⊕ = Found County marker
- = Boundary of this survey
- - - = Centerline
- x-x- = Fence line



**RESOLUTION AUTHORIZING MAYOR AND CITY CLERK
TO EXECUTE EASEMENT
(Karen and John Lodico – 108 West Main Street)**

WHEREAS, the Finance Committee has recommended that certain City owned property owned by Karen and John Lodico located at 108 W Main Street in the City of Sparta be granted an encroachment easement which is attached as Exhibit A for an overhang which extends out over the adjoining property owned by the City of Sparta,

NOW THEREFORE, BE IT RESOLVED, BY THE COMMON COUNCIL OF THE CITY OF SPARTA, MONROE COUNTY, WISCONSIN, that the Mayor and City Clerk are hereby authorized to execute and deliver to Karen and John Lodico an Easement in the form of Exhibit A hereto, which is annexed and incorporated by reference.

Dated this 12th Day of April, 2023.

OFFERED BY:

Alderman Josh Lydon

APPROVED BY:

Kevin Riley, Mayor

Document No.

**ENCROACHMENT
EASEMENT AGREEMENT**

Return to:
Arndt, Buswell Thorn, S.C.
101 West Oak Street
Sparta, WI 54656

281-02384-0000;281-02385-0000
Parcel Numbers

THIS ENCROACHMENT EASEMENT AGREEEMNT (the *Agreement*) is between John Lodico, Jr. and Karen J. Lodico (Parcel A Owners) and City of Sparta (*Parcel B Owner*).

RECITALS:

A. Parcel A Owners are the owner of certain real property located in Monroe County, Wisconsin, as described on the attached Exhibit A and referred to on the exhibit and in this Agreement as *Parcel A*.

B. Parcel B Owner is the owner of certain real property located in Monroe County, Wisconsin, as described on the attached Exhibit B and referred to on the exhibit and in this Agreement as *Parcel B*.

C. Parcel A Owner and Parcel B Owners wish that an encroachment easement be granted by Parcel B Owner to Parcel A Owners concerning a building overhang that extends from Parcel A Owners real property over real property owned by Parcel B owner.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Grant.** Parcel B Owner grants a perpetual encroachment easement to Parcel A Owners, their successors and assigns, to permit a 7.5 feet by 47.5 encroachment being an overhang extruding from the west wall of a building located on Exhibit A onto Parcel B Owner's real estate.

2. **Termination, Right to Repair and Maintain.** Said encroachment easement shall terminate if said building is demolished or if the existing overhang is removed by Parcel A Owners. Parcel A Owners shall have the right to repair and maintain said overhang on the condition that said overhang remains the same size and in substantially the same condition as the overhang exists at the execution of this easement.

3. **Covenants Run with Land.** Subject to paragraph 2 above, all of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Parcel A Owners and Parcel B Owner and their respective successors and assigns.

4. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

5. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Monroe County, Wisconsin.

6. **Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.


7. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.


8. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

9. **No Public Dedication.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public or for any public purpose whatsoever.

Dated this 24th day of February, 2023.

Parcel A Owners By:


John Lodico, Jr.


Karen J. Lodico

Parcel B Owner By:


Kevin Riley, Mayor

Jennifer Lydon, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF MONROE)

This instrument was acknowledged before me on the 24th day of February, 2023 by John Lodico, Jr. and Karen J. Lodico.


Jack D. Buswell
Notary Public, State of Wisconsin
My commission is permanent.

STATE OF WISCONSIN)
) ss.
COUNTY OF MONROE)

This instrument was acknowledged before me on the ____ day of February, 2023 by Kevin Riley and Jennifer Lydon.

Notary Public, State of Wisconsin
My commission expires _____

This document was drafted by
Jack D. Buswell
608-2691200
jackb@arndtbuswellthorn.com

**RESOLUTION APPROVING A CONTRACT WITH SHORT ELLIOTT
HENDRICKSON, INC. TO CONSULTING SERVICES ON TRAFFIC STUDY
AT INTERSECTION OF MONTGOMERY STREET AND WATER STREET**

WHEREAS, the City of Sparta is conducting a traffic study at the intersection of Montgomery Street and Water Street; and

WHEREAS, the Finance and Public Works Committees have approved the attached contract - Exhibit A in the amount of \$4,500 to hire Short Elliott Hendrickson, Inc. to consult with the City of Sparta in regards to said traffic study and the configuration of turning lanes at said intersection.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SPARTA, MONROE COUNTY, WISCONSIN, that the agreement with Short Elliott Hendrickson, Inc. to provide consulting services related to the traffic study at the intersection of Montgomery Street and Water Street is hereby approved.

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 12th day of April, 2023.

OFFERED BY:

Alderman Kevin Brueggeman

APPROVED BY:

Kevin Riley, Mayor

Agreement for Professional Services

This Agreement is effective as of March 6, 2023, between City of Sparta (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Traffic Study at Intersection of Montgomery St. and Water St. in Sparta WI

Client's Authorized Representative: Mark Van Wormer
Address: 201 W. Oak Street
Sparta, WI 54656
Telephone: 608.269.4340 **email:** dpw@spartawisconsin.org

Project Manager: Josh Woller, PE (WI, IL, IN, MI)
Address: 6808 Odana Road, Suite 200
Madison WI 53719-1137
Telephone: 608.620.6176 **email:** jwoller@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

The City of Sparta is proposing to review the SB lane configuration at the signalized intersection of Montgomery Street & Water Street. Currently the SB lane configuration consists of a designated right turn lane and a shared through/left lane. The existing signal phasing for the approach permitted only for all movements. The purpose of the study is to evaluate changing the configuration to a designated left turn lane and a shared through/right lane.

SEH will complete the following tasks:

- Prepare a Traffic Study
 - Data Collection
 - 13-hour TM counts at one (1) location:
 - Montgomery Street & Water Street
 - Synchro/SimTraffic modeling of the one (1) study intersection
 - The following conditions will be analyzed:
 - Year 2023 volumes, existing geometry
 - Year 2023 volumes, proposed geometry
 - Recommendation of final intersection configuration
 - Two (2) conference calls
 - Prepare a summary memo discussing analysis and recommendations
 - Address and respond to one round of comments by the Client.

Data provided by City

- Existing traffic signal timing parameters

Not Included in scope:

- Design of recommended improvements

Schedule: The traffic study will be completed prior to the completion of the 2022/2023 Sparta Area School District school year. Work on study will begin within two (2) weeks of notice to proceed / receipt of signed agreement.

Payment: The lump sum fee for completing the traffic study based on assumptions listed above is \$4,500, including expenses and equipment. Any changes to the scope may result in an increased fee. The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None.

x:\pt\s\spart\common\montgomery_water st traffic\tr agreement for prof services_montgomery&waterst.docx

Short Elliott Hendrickson Inc.

City of Sparta

By: _____



Brian L. Kent, CHMM

Title: Client Service Manager

By: _____

Title: _____

Exhibit A-2
to Agreement for Professional Services
Between City of Sparta (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 6, 2023

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

x:\pt\slspart\common\montgomery_water st traffic\exhibit a2.docx

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.

4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.

5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

**RESOLUTION AUTHORIZING AMENDMENTS TO COLLECTIVE
BARGAINING AGREEMENT BETWEEN THE CITY OF SPARTA AND
THE SPARTA PROFESSIONAL POLICE ASSOCIATION**

WHEREAS, the Finance Committee has recommended amendments to the collective bargaining agreement between the City of Sparta and the Sparta Professional Police Association and said amendments are stated in the attached Memorandum of Understanding,

NOW THEREFORE, BE IT RESOLVED, BY THE COMMON COUNCIL OF THE CITY OF SPARTA, MONROE COUNTY, WISCONSIN, that the City of Sparta hereby authorizes the collective bargaining agreement between the City of Sparta and the Sparta Professional Police Association to be amended as stated in the attached Memorandum of Understanding.

Dated this 12th day of April, 2023.

OFFERED BY:

Alderman Josh Lydon

APPROVED BY:

Kevin Riley, Mayor

RESOLUTION APPROVING CONTRACT BETWEEN POLICE DEPARTMENT AND PART-TIME OFFICERS

WHEREAS, the Finance Committee has approved the attached contract -Exhibit A - to be used between the City of Sparta Police Department and officers who will work for the Police Department on a part-time basis.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SPARTA, MONROE COUNTY, WISCONSIN, that the contract, attached Exhibit A, between the City of Sparta Department and officers working part-time for the Police Department is hereby approved.

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 12th day of April, 2023.

OFFERED BY:

Alderman Josh Lydon

APPROVED BY:

Kevin Riley, Mayor



SPARTA POLICE DEPARTMENT

Emilee Nottestad
Chief of Police

711 Pine St.
Sparta, WI 54656
Tel. 608-269-3122
Fax. 608-269-2156
www.spartawisconsin.org

PART TIME POLICE OFFICER AGREEMENT

This agreement made by and between Andrew Kuen, hereinafter referred to as Employee, and the City of Sparta, hereinafter referred to as City.

Whereas, the City desires to retain qualified employees on a part time basis; and

Whereas, the City is willing to invest the monetary cost of providing training for a part time police officer to retain their certification with the Wisconsin Training and Standards Board, including the minimum number of training hours, firearms qualifications, and EVOC recertification as required by the State of Wisconsin Department of Justice;

Now, therefore, in consideration of the covenants herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. City agrees to pay costs associated with training required to maintain certification as a police officer through the Wisconsin Training and Standards Board, including 24 hours of yearly training, firearms qualification, and EVOC recertification.
2. Employee agrees to work a minimum of 72 hours of uniformed duties per year. This may include but is not limited to any combination of shift coverage, transport assistance, and special event assignment. Shift assignment must fall within the parameters of the Union Bargaining Agreement and Employee has no selection rights over full-time employees.
3. Employee cannot contract to other agencies under the Sparta Police Department until their minimum 72 hours of uniformed duties are met for that calendar year.
4. Employee will not work more than 600 hours per year and will not be entitled to any benefits including sick leave, vacation time, compensatory time, insurance, etc. In the event Employee works more than 40 hours in a week, Employee must be approved by an agency administrator for overtime benefits.
5. Employee's rate of pay will be equal to the starting police officer pay for that calendar year, per Union Contract (\$27.30/hour in 2023).
6. Employee will adhere to all Sparta Police Department Policies and Procedures, as well as Department Standards of Conduct.
7. Any uniform/equipment replacement requests must be submitted to the Patrol Lieutenant for consideration. Uniforms will be replaced by the City as needed, provided all requirements are met by Employee.

Committed to Excellence

RESOLUTION APPROVING AGREEMENT TO SPLIT FEE WITH MONROE COUNTY FOR AYERS ASSOCIATES LANDFILL CONTRACT

WHEREAS, the Finance Committee and Public Works Board have approved the attached agreement - Exhibit A – between the City of Sparta, Monroe County, and Ayers Associates to split the fees of the attached contract, also included in Exhibit A, with Ayers Associates in the amount of \$2,000 for services pertaining to landfill analysis.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SPARTA, MONROE COUNTY, WISCONSIN, that the agreement, attached Exhibit A, between the City of Sparta, Monroe County, and Ayers Associates to split the fees of the contract with Ayers Associates for services pertaining to the landfill is hereby approved.

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 12th day of April, 2023.

OFFERED BY:

Alderman Josh Lydon

APPROVED BY:

Kevin Riley, Mayor

**AGREEMENT BETWEEN THE COUNTY OF MONROE, WISCONSIN, CITY OF SPARTA,
WISCONSIN, AND AYRES ASSOCIATES FOR ENVIROMENTAL SERVICES**

THE PARTIES to this agreement, the County of Monroe, the City of Sparta and Ayres Associates, do hereby agree to the following terms and conditions:

The County of Monroe and the City of Sparta do hereby agree to jointly retain the services of Ayres Associates, Eau Claire, WI to perform environmental services, specifically a work plan associated with the former interim landfill sites owned and or operated by the County of Monroe and the City of Sparta respectively, also known as the Sand Creek Landfill sites located in Monroe County, WI.

The first phase of the environmental services shall be the work plan required to be prepared pursuant to Wisconsin Administrative Code Section NR 7.16.

The work plan shall be prepared and jointly shared between the parties. Any further phases of environmental work, after the completion of the work plan, shall require a new and separate agreement between the parties.

The parties understand that Ayres Associates is primarily contracting with the County of Monroe for this initial work plan. All billing for services shall be made in accordance with the proposal from Ayres Associates dated March 7, 2023. All bills shall be forwarded to the County of Monroe and the City of Sparta shall be responsible for reimbursement to the County of Monroe in the amount of ½ (one half) of the costs for this work plan.

If, at any time during this agreement, there appears to be any conflict with Ayres Associates providing work for both the County of Monroe and the City of Sparta, or if either party advises the parties in writing of an objection to this arrangement, the environmental services shall then only be provided to the County of Monroe under this agreement and Ayres Associates shall then cease providing any services or information to the City of Sparta. In the event that the City of Sparta does exit the agreement per above language, they shall still be responsible for ½ (one half) of the costs incurred up to the point of exiting the agreement and shall not be entitled to a refund of monies paid to Ayres Associates or the County of Monroe per this agreement.

This agreement represents the entire agreement of parties. Any modifications to this agreement shall require approval of all of the parties to this agreement.

_____	_____
_____	_____
_____	_____
_____	_____



Ingenuity, Integrity,
and Intelligence.

March 7, 2023

David Hesser
Monroe County Solid Waste Department
20448 Junco Road
Norwalk, Wisconsin 54648

Re: Work Plan for Monroe County Landfill Interim Site
18313 Ideal Road, Sparta, Wisconsin
BRRTS No. 02-42-186177
FID No. 642008950

Dear Mr. Hesser:

Thank you for the opportunity to submit this proposal for professional services to prepare a work plan for the site investigation at the Monroe County Landfill Interim Site in Sparta, Wisconsin. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

On March 6, 2023, the Wisconsin Department of Natural Resources (WDNR) issued a letter informing Monroe County that it was responsible for investigating groundwater contamination migrating from the landfill. The County has periodically investigated groundwater contamination emanating from the landfill since the late 1990s. Detections of vinyl chloride in downgradient monitoring wells MW-13/13A, and a private well indicate that additional downgradient monitoring points are needed. The WDNR has requested that the County install at least three additional monitoring wells and piezometers downgradient of MW-13/13A to define the leading edge of the contaminant plume that is migrating west-southwest from the landfill site.

The County must submit an investigation work plan to the WDNR by May 5, 2023. At a minimum, the plan must describe the proposed installation methods, well locations and depths, and the sampling and testing plan. It must also evaluate if emerging contaminants such as per- and polyfluoroalkyl substances (PFAS) or 1,4-dioxane are potential contaminants of concern in groundwater.

Scope of Services

Ayres proposes to provide the following services:

- Prepare a work plan per Wis. Admin. Code NR 716. The plan will describe the proposed scope of work for installing the monitoring wells, along with an evaluation of the site history, sources of contamination and substances discharged. In addition, it will describe the sampling and analysis strategy for testing groundwater.
- Ayres will prepare an emerging contaminant scoping statement. Wis. Admin. Code requires that all field investigations include an evaluation of emerging contaminants, including PFAS and 1,4-dioxane.
- Provide the County with a copy to review and comment on before its submission to the WDNR. Ayres will also provide the County with an estimated cost to complete the work described in the plan.
- Upload an electronic copy of the work plan to WDNR's online submission portal. Ayres will also provide the County with an electronic copy of the submitted work plan.
- Ayres will respond to one round of WDNR comments and revisions.

Responsibilities of Owner and Others

- The County is responsible for any WDNR review fees. The County has the option to send a \$1,050 payment to the WDNR, and in return, the County will receive written review comments and/or approval from the WDNR.

Additional Services

The following services are not included in the proposed scope but are available upon request.

- Monitoring well installation and oversight.
- Monitoring well survey.
- Groundwater sampling, analysis, and reporting.
- Remedial action planning.

Time Schedule

Ayres will submit the work plan to the WDNR before May 5, 2023.

Fee

We will perform the above services for a lump sum amount of \$2,000.

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services and which are incorporated into this proposal by reference.

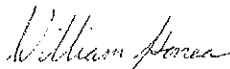
Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until April 7, 2023, unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc



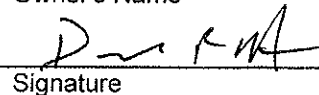
Bill Honea, PG
Project Manager



Keely Campbell, PG
Manager – Development Services Midwest

Accepted by Owner:

DAVID HESER MONROE COUNTY LANDFILL
Owner's Name


Signature

DAVID HESER
Name

SOLID WASTE DIRECTOR
Title

3/23/23
Date

Attachments: Contract Terms and Conditions

**AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS**

- 1. Performance of Services:** Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.
- 2. Billing and Payment:** Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.
- 3. Access to Site:** Owner shall furnish right-of-entry on the project site for Consultant 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. Consultant 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.
- 4. Location of Utilities:** Consultant 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 Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.
- 5. Hazardous Materials:** In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.
- 6. Insurance:** Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.
- 7. Limitation of Professional Liability:** Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.
- 8. Opinions of Probable Costs:** Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.
- 9. Construction Review:** Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.
- 10. Construction Observation:** On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.
- 11. Standard of Performance:** The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by 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.

12. Ownership of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

17. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant 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.

21. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost 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 Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

22. Amendments: This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

City Administration Report April 2023

City Projects & Information

- New bridge in golf course construction has started
- Phase 3 for South Pointe in planning stages.
- Working with Chamber of Commerce for new storage facility.
- Continuing to work with County and DNR for contaminated water resolution regarding Sand Creek Landfill.
- Library should begin construction soon. The site will be secured for safety. Fountain will be wrapped and inoperable during construction as will the charging station.

Budget

2023 budget mill rate \$5.19.

Financial

- Financial report attached for March.

Economic Development

- Multi-tenant building off HWY 71 finishing
- Starbucks finishing
- Max Building Solutions started
- Working on next step for Avon Rd. apartment development
- Sparta Soda Company (old PD) coming along nicely. Many changes have already been made inside. Slated to open this summer.

Economic Development activity continues to be active. Continue to have contacts with several prospects in South Pointe.