

**CITY OF SPARTA
FINANCE AGENDA
June 3, 2020**

**COUNCIL ROOM AT CITY HALL
OR
VIA PHONE CONFERENCE**

6:00 p.m.

Finance Meeting
Wed, Jun 3, 2020 6:00 PM - 6:45 PM (CDT)

Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/541763797>

You can also dial in using your phone.
United States: [+1 \(571\) 317-3122](tel:+15713173122)

Access Code: 541-763-797

- 1. Call Meeting to Order**
- 2. Consent Agenda: Consisting of minutes of the regular meeting on May 6, 2020.**
- 3. Consideration of Reducing Liquor License Fees Because of COVID-19**
- 4. Consideration of TID Contracts**
- 5. Items for Future Consideration**
- 6. Adjourn**

A possible quorum of the Common Council may be in attendance at this meeting but no action will be taken by the Council.

Posted: 6-2-2020

**CITY OF SPARTA
FINANCE MINUTES
May 6, 2020**

PRESENT: Kevin Riley, Norm Stanek, Josh Lydon

ABSENT: None

ALSO PRESENT: Mark Sund, Todd Fahning, Kevin Brueggeman

This meeting was held face-to-face at City Hall for members but also available via phone conference for citizens to listen in.

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

Roll call was done by Clerk.

A motion was made by Josh Lydon and seconded by Norm Stanek to approve the Consent Agenda consisting of the minutes of the regular meeting of April 1, 2020. Roll call vote was taken: Kevin Riley – yes; Josh Lydon – yes; Norm Stanek – yes. Motion carried 3-0.

Mark Sund mentioned that the Mayor had information about cities starting a program to help small businesses out. He is recommending that we designate \$45,000 from the defederalized funds for a Small Business Emergence Assistance loan or grant. The businesses would have to fill out an application and meet certain criteria. The maximum grant they could receive would be \$1500.00, must be located in the city limits of Sparta, be non-franchised with 10 or fewer employees, be 18 years old, never have been fined or otherwise penalized for criminal or civil activity to include City of Sparta code or regulatory violations, must be current on all monies owed to City of Sparta (date to be determined), and not available to City of Sparta employees, mayor, aldermen or immediate family members. **A motion was made by Josh Lydon and seconded by Norm Stanek to approve the Small Business Grant and recommend to Council. Roll call vote taken: Norm Stanek – yes; Josh Lydon – yes; Kevin Riley – yes. Motion carried 3-0.**

Part of Act 185 deals with waiving interest and penalties on property tax installment payments. In order to take advantage of this, both the County and the municipality have to agree on handling tax payments this way. On an average, the city collects about \$12,000 in interest and penalties. The County Board will be meeting later this month and they would need to know how we feel about this. Mark will talk to Jim Hellman about putting together a resolution for this. **A motion was made by Norm Stanek and seconded by Josh Lydon to approve Supporting a Portion of Act 185 to Waive Interest and Penalties on Property Tax Installment Payments. Roll call vote taken: Norm Stanek – yes; Josh Lydon – Yes; Kevin Riley – yes. Motion carried 3-0.**

There were no items mentioned for future consideration.

A motion was made by Norm Stanek and seconded by Josh Lydon to adjourn at 6:25 p.m. Roll call vote: Kevin Riley, yes; Josh Lydon, yes, Norm Stanek, yes. Motion carried 3-0.

Respectfully submitted,

Julie Hanson
City Clerk

CITY OF SPARTA
201 W. OAK ST.
SPARTA, WI 54656

LICENSES

_____ dba _____

Address of business: _____

Mailing address for license and correspondence: _____

_____ Liquor, "Class B" License	\$500.00
_____ Liquor, "Class A" Retail License	\$500.00
_____ Beer, Class "A" Retail License	\$250.00
_____ Liquor, "Class A" Cider	N/C
_____ Beer, Class "B" License	\$100.00
_____ Wine, Class "C" License	\$100.00
_____ Publication fee for Liquor, Beer Licenses & Misc.	\$17.00
_____ Bartender's License	\$ 60.00 for 2 year term (\$30.00 for 2 nd year after June 30 th)
_____ Cigarette	\$100.00
_____ Video Games	\$10.00 ea. = \$ _____
_____ Second Hand Article License	\$27.50
_____ Second Hand Jewelry License	\$30.00
_____ Pawn Broker License	\$210.00
_____ Taxi cab	\$50.00 (first vehicle, \$25.00 each additional) attach application = \$ _____
_____ Mobile Home	\$2.00 per space w/ \$25.00 minimum for a MH Park = \$ _____
_____ Auto Salvage	\$10.00

Dated: _____

License # _____

Receipt: _____

Issue Date _____



Professional Services Agreement

This AGREEMENT (Agreement) is made today June 10, 2020 by and between CITY OF SPARTA (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: TIF District #9 Amendment

The scope of the work authorized is: See attached scope

The schedule to perform the work is:

Approximate Start Date: June 11, 2020
Approximate Completion Date: January 31, 2021

The fee for the work is:

Section I-Basic Services: \$6,908 (lump sum)
Section II-Base Packet: \$1,790 (estimated fee)
Section 3-Additional Services: Time and Materials

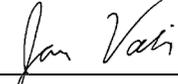
All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis for Section 1. Payment for services in Sections 2 and 3 will be on a time and expense basis.

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

CITY OF SPARTA

MSA PROFESSIONAL SERVICES, INC.

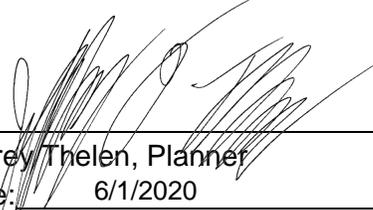
Kristen Gust
Mayor
Date: _____



Jason Valerius
Team Leader
Date: 6/1/2020

Attest:

Clerk Name: _____
Date: _____



Jeffrey Thelen, Planner
Date: 6/1/2020

201 W. Oak Street
Sparta, WI 54656
Phone: (608) 269-4340
Fax: (608) 269-5046

1702 Pankratz Street
Madison, WI 53704
Phone: +1 (608) 242-6629
Fax: (608) 242-5664

**ATTACHMENT A:
RATE SCHEDULE**

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

REIMBURSABLE EXPENSES

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

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

ATTACHMENT B

TIF AMENDMENT

SECTION 1 BASIC SERVICES

MSA agrees to provide planning services for the amendment of Tax Incremental Finance (TIF) District #9 (hereinafter sometimes referred to as the PROJECT) required under Wisconsin Statutes 66.1105, including but not limited to the following:

- 1.1: Conduct required Plan Commission public hearing.
- 1.2: Assist with the establishment of a Joint Review Board and conduct two meetings with the Joint Review Board.
- 1.3: Draft and prepare for signature all resolutions, letters, documents and notices required for TIF Project Plan approval.
- 1.4: Prepare Tax Incremental District (TID) Project Plan Amendment including preliminary cost estimates, and required TIF Project Plan maps.
- 1.5: Prepare economic feasibility study, projected tax increment shares for inclusion in the TIF Project Plan as required.
- 1.6: Liaison with the Department of Revenue (DOR).
- 1.7: Submit PDF of the TIF Project Plan documents and base packets to the OWNER.

SECTION 2 BASE PACKET

- 2.1: Prepare and submit documents required by the DOR for the TIF Project Plan Certification, including DOR-required "base packet" information.
- 2.2: Prepare legal descriptions for purposes of defining the TIF district.
- 2.3: Assist OWNER in responding to DOR questions regarding the TID base packet.

SECTION 3 ADDITIONAL SERVICES

If authorized by the OWNER, MSA shall furnish Additional Services of the following type which are not considered customary Basic Services or Base Packet preparation:

- 3.1: Conduct pre-development meeting(s).
- 3.2: Attend City Council approval meeting.
- 3.3: Document the blight status of parcels in a proposed TID (if applicable).
- 3.4: Maintenance and administrative services to the OWNER in conjunction with the TIF Project Plan after approval by the DOR.
- 3.5: Assist in the negotiation and implementation of private development incentives, including the preparation of Developer's Agreements.
- 3.6: Additional meetings beyond those identified under Basic Services
- 3.7: Any other services not identified under Basic Services.
- 3.8: Municipal Advisor services related to the structure and timing of debt and/or projections of revenue in order to fund a specific project related to the TID.

SECTION 4 OWNER'S RESPONSIBILITIES

- 4.1: Provide a Planning Commission to direct the Plan.

- 4.2: Assist MSA in the establishment of a Joint Review Board.
- 4.3: Designate in writing a person to act as the OWNER's representative with respect to the services to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to the services.
- 4.4: Assist MSA with the assemblage of documentation required for determination of blight within the TID (if applicable).
- 4.5: Provide up-to-date tax parcel map information or documentation (i.e. tax parcel descriptions) for purposes of defining TIF District boundaries, descriptions, and determining property valuations within the District.
- 4.6: Provide copies of studies, plans and reports that include information on community goals, objectives, needs, and capacities of public facilities (as applicable).
- 4.7: Advertise for the required public hearings.
- 4.8: Review, approve and sign all documents and submittals.
- 4.9: Provide the services of the Attorney, Assessor and Clerk as needed in preparing the TIF Project Plan and/or DOR base packet.
- 4.10: Provide such legal, accounting, and insurance counseling services as may be required for the Project, and such auditing service as the OWNER may require.

SECTION 5 COMPENSATION

- 5.1: The OWNER will pay MSA for Basic Services provided under SECTION 1, a lump sum fee of \$6,908.
- 5.2: The OWNER will pay MSA for Base Packet services provided under SECTION 2, an estimated fee of \$1,790.
- 5.3: Payment for participation in public hearings or meetings at the request of the OWNER beyond the number set forth under Basic Services shall be completed on a time and materials basis.
- 5.4: The OWNER will pay MSA for Additional Services rendered under SECTION 3 shall be completed on a time and materials basis.
- 5.5: Definitions:
 - (i) The Direct Wages used as a basis for payment mean salaries and wages paid to all personnel engaged directly on the Project.
 - (ii) Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: toll telephone calls and fax; and reproduction of reports, drawings, and similar Project-related items.

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

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

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

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

4. **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.

5. **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 of instructions which have been furnished to Consultant by others.

6. **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 decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

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

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

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

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, 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.

10. **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.

11. **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.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in 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.

13. **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.

14. **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.

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

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

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **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 any state or federal court having jurisdiction.

17. **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.

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

19. **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, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. **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.

CITY OF SPARTA

TAX INCREMENT FINANCE DISTRICT NO. 9

PROPOSED AMENDMENT PROCESS

Activity	Date
1. Preparation of Draft Project Plan and Threshold Analysis Completed, request legal opinion and notify property lister	June 25, 2020
2. Submit a Class 1 Notice for the Planning Commission Public Hearing and 1st Joint Review Board Meeting to the Monroe County Herald & Follow Up with a Phone Call	June 25, 2020
3. Notify Taxing Entities (Sparta School District, Monroe County, Western Technical College, City of Sparta) <ul style="list-style-type: none"> • Verify existence of any special taxing jurisdictions • Letter to be drafted on City letterhead • Letter to be dated before first publication • Include copy of notice of public hearing • Notify other stakeholders (consulting engineer, attorney, DPW, etc.) 	June 25, 2020
4. Publication of Class 1 Notice of First Joint Review Board Meeting and Plan Commission Public Hearing Only one notice required for a TID amendment	July 2, 2020
5. Joint Review Board -- Meeting No. 1 (within 14 days of 1st public hearing notice) <ul style="list-style-type: none"> • Meet prior to Planning Commission’s public hearing • Election of JRB Chair and a Community Member At-Large • Decide on date for second JRB meeting 	July 13, 2020
6. Planning Commission Meeting <ul style="list-style-type: none"> • Conduct Public Hearing on TID Amendment • Recommend Approval of Project Plan to the City Council 	July 13, 2020
7. Submit a Class 1 Notice for the 2 nd Joint Review Board Meeting	July 16, 2020
8. City Council Meeting <ul style="list-style-type: none"> • At least 14 days after public hearing for creation or boundary amendment • Approve Project Plan and Amend TID by Resolution 	July 15, 2020
9. Publication of Class 1 Notice for the 2nd Joint Review Board Meeting	July 23, 2020

- | | |
|---|-----------------------------|
| <p>10. Joint Review Board -- Meeting No. 2</p> <ul style="list-style-type: none"> • Within 45 Days of amendment by City Council • Review Statutory Requirements (JRB Report) • JRB Resolution Approving Amendment of TID(s) | <p>July 30, 2020</p> |
| <p>11. Notify Wisconsin Department of Revenue (DOR) of the City's Amendment Resolution(s)</p> <ul style="list-style-type: none"> • Not later than 60 days after passage of resolutions | <p>July 31, 2020</p> |
| <p>12. Joint Review Board Notifies City of Its Decision</p> <ul style="list-style-type: none"> • Not later than one week after JRB meeting No. 2 | <p>July 31, 2020</p> |
| <p>13. Secure Legal Opinion</p> | <p>October 15, 2020</p> |
| <p>14. City Submits TID Base Packet to DOR</p> <ul style="list-style-type: none"> • MSA to transmit written instructions & base packets to City Clerk • Dependent on availability of DOR data | <p>October 31, 2020</p> |



Professional Services Agreement

This AGREEMENT (Agreement) is made today June 10, 2020 by and between CITY OF SPARTA (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: City of Sparta Act 257 TID Services 2020

The scope of the work authorized is: See Attachment A

The schedule to perform the work is:

Approximate Start Date: June 15, 2020
Approximate Completion Date: October 31, 2020

The lump sum fee for the work is: \$6,000

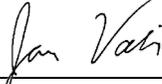
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Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF SPARTA

MSA PROFESSIONAL SERVICES, INC.

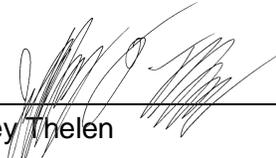
Kristen Gust
Mayor
Date: _____



Jason Valerius
Team Leader
Date: 6/1/2020

Attest: City Clerk

Julie Hanson, City Clerk
Date: _____



Jeffrey Thelen
Planner
Date: 6/1/2020

201 W. Oak Street
Sparta, WI 54656
Phone: (608) 269-4340

1702 Pankratz Street
Madison, WI 53704
Phone: +1 (608) 242-6629
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ATTACHMENT A: SCOPE OF SERVICES

MSA will provide the following services:

1. Summary of District. Provide a summary statement of each TIF District within the community with relevant information on each District including; district type, creation date, project expenditure period, termination date, amendment dates, etc. Provide a map of each District.
2. Summary of Project Costs. A table summarizing projects identified in each District's Project Plan, including original cost estimates. A table summarizing the costs incurred by each District by expenditure category as described in the City's audits, annual reports, or financial statements. A table summarizing past development agreements. A summary of current debt obligation payments for capital projects completed. A summary description of any remaining capital projects which have yet to be completed.
3. Summary of Tax Increment Collected. A table identifying past and projected annual TID valuations and tax increment collected. MSA will create two tables for each District. One table will assume no additional valuation or increment increases in the District through its closure date (i.e. no growth scenario). The second table will include projections of potential additional tax increment from new development projected in the original Project Plan but which has yet to occur.
4. Summary of District Performance. A table identifying past and projected annual TID fund balances. MSA will create two tables for each District. One table will assume no additional valuation or increment increases or new capital expenditures (debt issuance) in the District through its closure date (i.e. status quo scenario). The second table will include projections of additional tax increment from new development and additional debt service from projects original outlined in the Project Plan that are yet to be completed.
5. Summary of Recommendations. The analysis from scope items 1-4 may highlight the need for future Project Plan amendments either due to sufficient or insufficient cash flow projections. MSA will summarize any potential amendment opportunities.
6. Summary Report. MSA will combine scope items 1-5 in a succinct report.
7. Meeting Attendance. Assist in the coordination and facilitate the meeting with the Joint Review Board to present the findings of the report summary.
8. Report Submittal. Electronically submit the annual report to the Department of Revenue via their reporting forms (e.g. PE-300).

PROJECT SCHEDULE

The project can begin upon authorization of the contract. Tasks 1-8 require completion by July 1, 2020. The timing of these tasks will depend on when the 2019 Financial Statements are completed by the City's auditor.

INFORMATION PROVIDED BY OWNER

In order to complete our scope of services, the following information shall be provided:

1. Past and current financial information (updated audits, annual reports, debt service schedules, etc. from auditor) for all TIDs.
2. Copies of adopted Project Plans and Project Plan amendments.
3. Copies of approved Development Agreements for each District.

MUNICIPAL ADVISOR SERVICES (MA)

During the course of providing services as outlined above, some activities may require the services of a registered Municipal Advisor. MSA is registered as a Municipal Advisor with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB).

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

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

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

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

4. **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.

5. **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 of instructions which have been furnished to Consultant by others.

6. **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 decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

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

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

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

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, 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.

10. **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.

11. **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.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in 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.

13. **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.

14. **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.

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

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

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **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 any state or federal court having jurisdiction.

17. **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.

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

19. **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, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. **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.