

**COMMON COUNCIL AGENDA**  
**September 23, 2024**  
**REEDSBURG CITY HALL COUNCIL CHAMBERS**  
**5:30 PM**

DUE TO THE RESTRICTIONS CAUSED BY THE COVID-19 PANDEMIC, SOME VOTING MEMBERS MAY BE PRESENT VIA TELECONFERENCE OR VIDEO CONFERENCE, AS PROVIDED BY THE RECOMMENDATIONS OF THE WISCONSIN DEPARTMENT OF JUSTICE. [HTTPS://WWW.DOJ.STATE.WI.US/NEWS-RELEASES/OFFICE-OPEN-GOVERNMENT-ADVISORY-CORONAVIRUS-DISEASE-2019-COVID-19-AND-OPEN-MEETINGS](https://www.doj.state.wi.us/news-releases/office-open-government-advisory-coronavirus-disease-2019-covid-19-and-open-meetings)

**CALL TO ORDER:**

**ROLL CALL:**

**PLEDGE OF ALLEGIANCE:**

**THE COUNCIL WILL RECEIVE INFORMATION ON NON-AGENDA TOPICS BROUGHT BEFORE THE COUNCIL BY MEMBERS OF THE PUBLIC. THE COUNCIL WILL NOT DISCUSS THESE TOPICS, AND WILL NOT TAKE ACTION ON ANY OF THEM AT THIS MEETING.**

**I. CONSENT AGENDA (ONE MOTION APPROVES ALL ITEMS):**

1. Approve minutes for the meeting held on September 9, 2023.
2. August 2024 Monthly Ambulance Report.
3. Approve/Deny Application for Temporary Class B/Class B Retailer's License for Reedsburg Rescue, Inc. October 5, 2024, from 2:00 p.m. to 8:00 p.m. Event: "Sky's the Limit". Location: Reedsburg Jaycee's Building, 1403 Viking Drive.

**II. GENERAL BUSINESS:**

1. Approve/Deny: Memorandum of Understanding with Reedsburg Farmers Cooperative to provide \$20,000.00 in the form of a grant from TID No. 10 to assist in constructing a new storage building on South Walnut Street.
2. Approve/Deny: Second Reading and Public Hearing for Ordinance 1974-24, amending Chapter 650 to require non-conforming HVAC, electric and plumbing to be elevated 1' above the base flood elevation when modified or added in substantially damaged or improved structures.
3. Approve/Deny: Resolution 4557-24, appointing the Interim Co-City Administrator/Director of Public Works as the City's authorized representative for approval of funding requests related to the treatment plant, USDA, and the Wisconsin Environmental Improvement Fund.

**III. RECOMMENDATIONS FROM BOARDS, COMMITTEES AND COMMISSIONS:**

1. Parks Committee: Approve/Deny: Webb Fund Application for the American Legion Post 350 (Jesse Arias) for restoring and updating the cannon memorial in Webb Park. Amount: \$50,000.00.
2. Parks Committee: Approve/Deny: Preliminary "River District" Concept Plan.
3. Parks Committee: Approve/Deny: Professional Services Agreement with MSA, Inc. for the



The City of Reedsburg does not discriminate on the basis of disability in the admissions or access to, or treatment of or employment in, its programs or activities. Disability-related aids or services, including printed information in alternate formats, to enable persons with disabilities to participate in public meetings and programs are available by calling (608) 524-6404. To be able to meet the needs of a request for a different format contact the City Clerk-Treasurer at 134 S. Locust Street, Reedsburg, WI at least 48 hours prior to the commencement of the meeting so that any necessary arrangements can be made to accommodate each request.

construction of the Legends Park (FKA Northwest Recreation Area) Splash Pad.

**IV. CITY ADMINISTRATOR REPORTS:**

1. **Wastewater Treatment Plant Funding:** The city successfully closed on the \$29.4 million issuance for the new Wastewater Treatment Plant on September 18th. The process went smoothly, and the project is moving forward on schedule.
2. **Reedsburg Community Market:** Only one month remains of the Reedsburg Community Market. Be sure to visit before the season ends!
3. **Fall Leaf and Brush Pickup:** The Streets Department will soon begin leaf and brush collection. There is no set schedule for brush pickup, and residents are reminded to separate branches and leaves into distinct piles. Please place brush on the tree bank, avoiding the street or sidewalk. Homeowners are responsible for keeping piles neat until collection. No bags are permitted; all items must be left loose.

**V. COMMISSION, COMMITTEE, BOARD AND STAFF REPORTS:**

1. 2nd Meeting Committees: Parks & Recreation, REDC, Public Works, Utility Commission, Plan Commission, Library Board, Zoning Board, CDA (any other committees or commissions with reports).

**VI. OFFICE OF THE MAYOR:**

**VII. ADJOURN:**



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City of Reedsburg Meeting of the Common Council  
September 9, 2024

Present: Mayor Dave Estes, Alderpersons Dave Moon, Sonny Hyde, Jason Schulte, Missy Frenz, Phil Peterson, Dave Knudsen, Jake Kummer, and Adam Kaney.  
Absent: Alderperson Mike Gargano.  
Others Present: City Attorney Max Buckner, Police Chief Pat Cummings, Ambulance Director Josh Kowalke, Public Works Director Steve Zibell, Parks and Recreation Director Matt Scott, Building Inspector/Zoning Administrator Brian Duvalle, Finance Director/Clerk-Treasurer Jacob Crosetto, Library Director Sue Ann Kucher.

Mayor Dave Estes called the regular session of the Common Council to order at 5:30 p.m. in the Common Council Chambers.

**Approve Consent Agenda:** consisting of the minutes from the Common Council meeting held on August 26, 2024; Approval of Class “B” Beer and Class “B” Retailer’s License for Bender’s Tap Inn, LLC Pub and Grill, Location: 251 E. Main Street – Matthew Fasbender, owner; the August 2024 Monthly Bills Report; and the August 2024 Monthly Building Permit Report.

**Motion: Schulte, Second: Hyde to approve the consent agenda. Motion carried 8-0.**

GENERAL BUSINESS:

- A. Approve/Deny: Resolution 4556-24 Exempting the City from Paying Sauk County Library Tax for 2025.
  - a. **Motion: Peterson, Second: Frenz to approve Resolution 4556-24 as presented. Motion carried 8-0.**
- B. Approve/Deny: Second Reading and Public Hearing for Ordinance 1973-24, amending Chapter 690 and expanding the scope of conditional commercial uses in the B-2 zone to reflect similar language is used in B-1 and B-2, as well as eliminating 10’ parking setback requirement in I-3 zone.
  - a. **Motion: Kaney, Second: Knudsen to approve Ordinance 1973-24 as presented. Motion carried 8-0.**
- C. Approve/Deny: Granting the Finance Director the Authority to Write Off the Balance of \$382.11 in Delinquent Personal Property Taxes.
  - a. **Motion: Knudsen, Second: Schulte to approve granting the Finance Director the authority to write off the full balance of personal property taxes as presented. Motion carried 8-0.**

**Motion: Schulte, Second: Kaney to enter Closed Session per Section 19.85(1)(e) of the Wisconsin statutes for the purpose of 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.**

**Motion carried 8-0. Time: 5:49 p.m.**

**Motion: Hyde, Second: Kaney to exit Closed Session.**  
**Motion carried 8-0. Time: 6:13 p.m.**

**Motion: Kaney, Second: Frenz to adjourn.**  
**Motion carried 8-0. The meeting adjourned at 6:13 p.m.**

Respectfully submitted,

Jacob Crosetto  
Finance Director/City Clerk-Treasurer

**City of Reedsburg Ambulance**  
**Monthly Report**  
**January 1, 2024 – August 31, 2024**

| Types of Calls                       | Aug 2024   | Aug. 2023  | 2024 YTD    | 2023 YTD    | 2023 Total  | 2022 Total  | 2021 Total  | 2020 Total  | 2019 Total  | 2018 Total  | 2017 Total  | 2016 Total  | 2015 Total  | 2014 Total  |
|--------------------------------------|------------|------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 911 Calls                            | 142        | 146        | 1084        | 1116        | 1670        | 1628        | 1729        | 1463        | 1481        | 1495        | 1432        | 1401        | 1372        | 1325        |
| Transfers (Nursing Home and Madison) | 52         | 54         | 425         | 508         | 754         | 810         | 796         | 787         | 733         | 779         | 740         | 490         | 442         | 433         |
| Hospital to Hospital Transfers       | 44         | 40         | 328         | 388         | 593         | 650         | 662         | 662         | 595         | 652         | 605         | 425         | 395         | 382         |
| <b>Total</b>                         | <b>194</b> | <b>200</b> | <b>1509</b> | <b>1624</b> | <b>2424</b> | <b>2438</b> | <b>2525</b> | <b>2250</b> | <b>2214</b> | <b>2274</b> | <b>2172</b> | <b>1891</b> | <b>1814</b> | <b>1761</b> |

| <b>January 1 - December 31, 2023</b> |             |               |              |                          |  |
|--------------------------------------|-------------|---------------|--------------|--------------------------|--|
| <b>Primary 911</b>                   | <b>1127</b> | <b>46.5%</b>  | <b>70.7%</b> | <b>93.92 Calls/Month</b> |  |
| <b>Primary Transfer</b>              | <b>586</b>  | <b>24.2%</b>  |              | <b>48.83 Calls/Month</b> |  |
| <b>2nd 911</b>                       | <b>480</b>  | <b>19.8%</b>  | <b>24.5%</b> | <b>40 Calls/Month</b>    |  |
| <b>2nd Transfer</b>                  | <b>115</b>  | <b>4.7%</b>   |              | <b>9.583 Calls/Month</b> |  |
| <b>3rd 911</b>                       | <b>107</b>  | <b>4.4%</b>   | <b>4.6%</b>  | <b>8.917 Calls/Month</b> |  |
| <b>3rd Transfer</b>                  | <b>5</b>    | <b>0.2%</b>   |              | <b>0.417 Calls/Month</b> |  |
| <b>4th 911</b>                       | <b>4</b>    | <b>0.2%</b>   | <b>0.2%</b>  | <b>0.333 Calls/Month</b> |  |
| <b>5th 911</b>                       | <b>0</b>    | <b>0.0%</b>   | <b>0.0%</b>  | <b>0 Calls/Month</b>     |  |
| <b>Total Records</b>                 | <b>2424</b> | <b>100.0%</b> |              | <b>202 Calls/Month</b>   |  |

| <b>January 1 - August 31, 2024</b> |             |               |              |                          |  |
|------------------------------------|-------------|---------------|--------------|--------------------------|--|
| <b>Primary 911</b>                 | <b>781</b>  | <b>51.8%</b>  | <b>73.4%</b> | <b>97.63 Calls/Month</b> |  |
| <b>Primary Transfer</b>            | <b>327</b>  | <b>21.7%</b>  |              | <b>40.88 Calls/Month</b> |  |
| <b>2nd 911</b>                     | <b>286</b>  | <b>19.0%</b>  | <b>23.3%</b> | <b>35.75 Calls/Month</b> |  |
| <b>2nd Transfer</b>                | <b>66</b>   | <b>4.4%</b>   |              | <b>8.25 Calls/Month</b>  |  |
| <b>3rd 911</b>                     | <b>43</b>   | <b>2.8%</b>   | <b>3.1%</b>  | <b>5.375 Calls/Month</b> |  |
| <b>3rd Transfer</b>                | <b>4</b>    | <b>0.3%</b>   |              | <b>0.5 Calls/Month</b>   |  |
| <b>4th 911</b>                     | <b>2</b>    | <b>0.1%</b>   | <b>0.1%</b>  | <b>0.25 Calls/Month</b>  |  |
| <b>5th 911</b>                     | <b>0</b>    | <b>0.0%</b>   | <b>0.0%</b>  | <b>0 Calls/Month</b>     |  |
| <b>Total Records</b>               | <b>1509</b> | <b>100.0%</b> |              | <b>188.6 Calls/Month</b> |  |

|                              |            |                                |            |
|------------------------------|------------|--------------------------------|------------|
| <b>Double Transfers 2017</b> | <b>151</b> | <b>Transfers Declined 2017</b> | <b>32</b>  |
| <b>Double Transfers 2018</b> | <b>129</b> | <b>Transfers Declined 2018</b> | <b>38</b>  |
| <b>Double Transfers 2019</b> | <b>111</b> | <b>Transfers Declined 2019</b> | <b>28</b>  |
| <b>Double Transfers 2020</b> | <b>134</b> | <b>Transfers Declined 2020</b> | <b>128</b> |
| <b>Double Transfers 2021</b> | <b>165</b> | <b>Transfers Declined 2021</b> | <b>223</b> |
| <b>Double Transfers 2022</b> | <b>176</b> | <b>Transfers Declined 2022</b> | <b>314</b> |
| <b>Double Transfers 2023</b> | <b>120</b> | <b>Transfers Declined 2023</b> | <b>225</b> |
| <b>Double Transfers 2024</b> | <b>70</b>  | <b>Transfers Declined 2024</b> | <b>102</b> |

|                                |                    |                                  |  |  |  |
|--------------------------------|--------------------|----------------------------------|--|--|--|
| <b>Open Hours</b>              | <b>111.5 Hours</b> |                                  |  |  |  |
| <b>Extra Overtime and Cost</b> | <b>179 Hours</b>   | <b>Overtime cost: \$6,309.17</b> |  |  |  |

## Runs Average Run Times Summary Report

| Avg Unit Notified to Enroute in Minutes | Avg Unit Enroute to Arrived at Scene in Minutes | Avg Unit Arrived on Scene to Left Scene in Minutes | Avg Unit Left Scene to Arrived at Destination in Minutes | Avg Unit Arrived at Destination to Unit Back In Service in Minutes | Number of Runs |
|-----------------------------------------|-------------------------------------------------|----------------------------------------------------|----------------------------------------------------------|--------------------------------------------------------------------|----------------|
| 2.05                                    | 7.90                                            | 22.22                                              | 26.39                                                    | 43.75                                                              | 194            |

## Runs by City

| Scene Incident City Name (eScene.17) | Number of Runs | Percent of Total Runs |
|--------------------------------------|----------------|-----------------------|
| City of Reedsburg                    | 102            | 52.58%                |
| Reedsburg                            | 45             | 23.20%                |
| Village of North Freedom             | 9              | 4.64%                 |
| Baraboo                              | 8              | 4.12%                 |
| Village of La Valle                  | 7              | 3.61%                 |
| Village of Loganville                | 6              | 3.09%                 |
| Village of Rock Springs              | 5              | 2.58%                 |
| City of Wisconsin Dells              | 3              | 1.55%                 |
| Village of Lyndon Station            | 3              | 1.55%                 |
| Hill Point                           | 2              | 1.03%                 |
| Prairie du Sac                       | 2              | 1.03%                 |
| La Valle                             | 1              | 0.52%                 |
| Village of Ironton                   | 1              | 0.52%                 |
| <b>Total: 194</b>                    |                | <b>Total: 100.00%</b> |

## Runs by Location Name and Code

| Scene Incident Facility Or Location Name (eScene.13) | Number of Runs | Percent of Total Runs |
|------------------------------------------------------|----------------|-----------------------|
|                                                      | 127            | 65.46%                |
| REEDSBURG AREA MED CTR                               | 44             | 22.68%                |
| WI Residence                                         | 9              | 4.64%                 |
| SSM Health St Clare Hosp-Baraboo                     | 8              | 4.12%                 |
| WI-Nursing Home                                      | 3              | 1.55%                 |
| SAUK PRAIRIE HOSP-PRAIRIE DU SAC                     | 2              | 1.03%                 |
| WI Assisted Living Facility                          | 1              | 0.52%                 |
| <b>Total: 194</b>                                    |                | <b>Total: 100.00%</b> |

### Runs by Destination Name

| Disposition Destination Name Delivered Transferred To (eDisposition.01) | Number of Runs    | Percent of Total Runs |
|-------------------------------------------------------------------------|-------------------|-----------------------|
|                                                                         | 51                | 26.29%                |
| American Family Childrens Hosp-Madison                                  | 1                 | 0.52%                 |
| Gundersen Lutheran Med Ctr-La Crosse                                    | 1                 | 0.52%                 |
| Middleton Mem VA Hosp-Madison                                           | 5                 | 2.58%                 |
| REEDSBURG AREA MED CTR                                                  | 86                | 44.33%                |
| SAUK PRAIRIE HOSP-PRAIRIE DU SAC                                        | 2                 | 1.03%                 |
| SSM Health St Clare Hosp-Baraboo                                        | 5                 | 2.58%                 |
| SSM Health St Marys Hosp-Madison                                        | 20                | 10.31%                |
| Unitypoint Health-Meriter-Madison                                       | 3                 | 1.55%                 |
| UW HOSP & CLINICS-MADISON                                               | 12                | 6.19%                 |
| WI Assisted Living Facility                                             | 4                 | 2.06%                 |
| WI Residence                                                            | 1                 | 0.52%                 |
| WI-Nursing Home                                                         | 1                 | 0.52%                 |
| WI-Other Hospital                                                       | 1                 | 0.52%                 |
| WI-Other Unlisted Facility                                              | 1                 | 0.52%                 |
|                                                                         | <b>Total: 194</b> | <b>Total: 100.00%</b> |

### Runs by Zone - District

| Scene Incident Zone       | Number of Runs    | Percent of Total Runs |
|---------------------------|-------------------|-----------------------|
| City of Reedsburg         | 135               | 69.59%                |
| Town of Reedsburg         | 9                 | 4.64%                 |
| City of Baraboo           | 8                 | 4.12%                 |
| Town of LaValle           | 8                 | 4.12%                 |
| Town of Dellona           | 5                 | 2.58%                 |
| Town of Washington        | 5                 | 2.58%                 |
| Village of North Freedom  | 5                 | 2.58%                 |
| Town of Westfield         | 3                 | 1.55%                 |
| Village of Rock Springs   | 3                 | 1.55%                 |
| Town of Excelsior         | 2                 | 1.03%                 |
| Town of Freedom           | 2                 | 1.03%                 |
| Town of Lyndon            | 2                 | 1.03%                 |
| Town of Winfield          | 2                 | 1.03%                 |
| Village of Prairie du Sac | 2                 | 1.03%                 |
|                           | 1                 | 0.52%                 |
| Mutual Aid                | 1                 | 0.52%                 |
| Village of Loganville     | 1                 | 0.52%                 |
|                           | <b>Total: 194</b> | <b>Total: 100.00%</b> |

### Runs by Responding Unit

| Response EMS Unit Call Sign (eResponse.14) | Number of Runs | Percent of Total Runs |
|--------------------------------------------|----------------|-----------------------|
| 515                                        | 68             | 35.05%                |
| 511                                        | 66             | 34.02%                |
| 512                                        | 40             | 20.62%                |
| 513                                        | 12             | 6.19%                 |
| 516                                        | 8              | 4.12%                 |
| <b>Total: 194</b>                          |                | <b>Total: 100.00%</b> |

### Runs per Month Report

| Incident Month Name | Number of Runs | Percent of Total Runs |
|---------------------|----------------|-----------------------|
| January             | 200            | 12.85%                |
| February            | 183            | 11.76%                |
| March               | 175            | 11.25%                |
| April               | 183            | 11.76%                |
| May                 | 200            | 12.85%                |
| June                | 169            | 10.86%                |
| July                | 205            | 13.17%                |
| August              | 194            | 12.47%                |
| <b>Total: 1,509</b> |                | <b>Total: 100.00%</b> |

## Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 9-13-2024

☐ Town ☐ Village ☒ City of Reedsburg

County of Sauk

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.  
☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning Oct 5th 2024 and ending Oct. 5th 2024 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

### 1. Organization (check appropriate box) →

- ☒ Bona fide Club ☐ Church ☐ Lodge/Society  
☐ Veteran's Organization ☐ Fair Association or Agricultural Society  
☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Reedsburg Rescue Inc.

(b) Address 131 South Park St. Reedsburg WI 53959  
(Street) ☐ Town ☐ Village ☒ City

(c) Date organized May 2019

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President Howard Althiser

Vice President Craig Meyer Jr.

Secretary Troy Thompson

Treasurer Troy Thompson

(g) Name and address of manager or person in charge of affair: Howard Althiser

E6042 Cty Tr S Reedsburg

### 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number Reedsburg Jaycee's Building, 1403 Viking Dr. Reedsburg WI 53959

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? All

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: \_\_\_\_\_

### 3. Name of Event

(a) List name of the event Sky's The Limit

(b) Dates of event October 5th 2024 2:00pm - 8:00pm

### DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer

[Signature] 9/13/24  
(Signature / Date)

Reedsburg Rescue Inc.  
(Name of Organization)

Date Filed with Clerk 9-13-2024

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

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

## **MEMORANDUM OF AGREEMENT**

**Between**

**Reedsburg Farmers Cooperative**

**And The**

**City of Reedsburg, Wisconsin**

Reedsburg Farmers Cooperative (Developer) is proposing to construct a new storage building on South Walnut Street in the City of Reedsburg. This Memorandum of Agreement is intended to summarize the commitments of the Developer and City of Reedsburg (City).

### **WITNESSTH:**

Whereas, the Developer has been serving the agricultural community in the Reedsburg area since 1912; and,

Whereas, the Developer owns and operates the Reedsburg Farmers Feed Mill located at 300 South Walnut Street; and,

Whereas, the Developer needs to construct a storage building to support the continued growth of their business; and,

Whereas, the Developer is proposing to construct the facility on parcels they own at 400 and 402 South Walnut Street, which is the more expensive option versus other property they own; and,

Whereas, the City has determined the proposed location is the preferred as is it more consistent with the City's Comprehensive Plan and will be more compatible with the Downtown; and,

Whereas, the City is proposing to use Tax Incremental District No. 10 (TID No. 10) funds to encourage the Developer to construct the building on the parcels they own at 400 and 402 South Walnut Street location; and,

Whereas, it has been concluded that it is in the City's best interest to have this project be implemented as proposed; and,

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

### **I. Developer Agreement**

1. The Developer agrees to construct a 30-foot by 60-foot storage shed at the location shown on Exhibit A.
2. The total cost of the facility including site grading, access drive, building construction and soft costs is estimated to be \$57,000.00.
3. To avoid filling in the floodplain of the Baraboo River, the Developer will need to apply for a variance to the front yard setback.

4. The Developer proposes to complete the construction by the spring of 2025.
5. The Developer agrees to use the facility for storage in conjunction with the feed mill.
6. The Developer agrees to comply with all local, state and federal laws and regulations.
7. Any costs expended by the Developer will be exclusive to the Developer and will not be a cost to the City.

## **II. City of Reedsburg Agreement**

1. The City has created Tax Incremental District No. 10 (TID No. 10) for the purpose of promoting development, blight elimination and revitalization of the downtown. Using TID No. 10 funds, the City shall provide \$20,000.00 to the project. The TID No. 10 funds will be provided as a grant and will be disbursed to the Developer after the concrete foundation and floor is completed.
2. The City shall receive and process the application for a variance to the front yard setback. While the City cannot guarantee the variance will be approved by the Board of Adjustment, the request for the variance is reasonable due to the hardship that exists due to the floodplain.
3. The City agrees to abandon the existing sanitary sewer main that is crossing the proposed building location and allow the building to be constructed as shown on Exhibit A.
4. The Developer will not be allowed to sell the building unless granted written approval from the City, which will not be unreasonably withheld. If approval to sell is granted, the terms of the development agreement between the Developer and the City will be assigned to the buyer. The intent of this provision is to prohibit the Developer from making a quick sale to earn unreasonable profits.
5. Any money expended exclusively by the City for this project will not be reimbursed by the Developer.

## **III. Financial Guarantee**

In addition to its obligations in Section I above, Business shall do the following:

1. Insurance. The Developer shall maintain insurance on the Parcel, in an amount not less than the full insurable value of the improvements, for fire, casualty, and external damage coverage and shall name the City as an additional insured, for the term of the Development Agreement. The City shall be in a subordinate position to any bank and/or other lender (collectively, the "Lender") providing construction or long-term financing for the Facility or to the Developer. A copy of an insurance binder or certificate of insurance demonstrating compliance with this Section shall be submitted to the City within thirty (30) days after commencement of construction at the Facility. Thereafter, the Developer shall provide the City with written evidence of compliance with this Section on an annual basis. In the event the improvements on the Parcel are damaged or destroyed before the City has totally recovered its expenditures for this project, the proceeds from the insurance shall be payable to the Developer, and subject to the Lender's requirements, shall be applied toward (a) the reconstruction of the improvements so destroyed or damaged, or (b) the then outstanding

amount of upfront Development Costs that have not been recouped by the annual tax increment revenue generated by the project. The parties agree that solely for purposes of this Agreement, the amount of the City's Net Upfront Development Cost is \$20,000.00.

Both parties mutually understand that this Memorandum of Agreement will serve as the Development Agreement between the City and Developer and the commitments made herein are binding.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement on:

September \_\_, 2024.

**For the City of Reedsburg**

\_\_\_\_\_  
David G. Estes, Mayor

\_\_\_\_\_  
Jacob Crosetto, City Clerk/Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Reedsburg Farmers Cooperative**

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



City of Reedsburg GIS

DISCLAIMER: The City of Reedsburg does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1" = 35'

CITY OF REEDSBURG

134 S. Locust Street

PO Box 490

Reedsburg, VM 53959

608-524-6404

Print Date: 8/21/2024

**ORDINANCE NO. 1974-24**  
**(Floodplain Zoning Ordinance Amendment)**

The City of Reedsburg, Sauk County, Wisconsin, does hereby ordain as follows:

SECTION I: PURPOSE.

This amendment would require non-conforming HVAC, electric and plumbing to be elevated 1' above the base flood elevation when modified or added in substantially damaged or improved structures.

SECTION II: PROVISIONS AMENDED.

The following City of Reedsburg Code Section is hereby amended by this Ordinance.

§ 650-21(B)(8)(a)  
[3] Shall be constructed with electrical, heating, ventilation, plumbing and air-conditioning equipment and other service facilities that are **elevated to 1 (one) foot above the base flood elevation.**

SECTION III: VALIDITY.

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION IV: CONFLICTING PROVISIONS REPEALED.

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION V: EFFECTIVE DATE.

This ordinance shall be in force from and after its introduction and publication as provided by statute.

SECTION VI: PART OF CODE:

This Ordinance becomes part of the City of Reedsburg Code, Chapter 650.

Dated this 23<sup>rd</sup> day of September 2024.

\_\_\_\_\_  
David G. Estes, Mayor

\_\_\_\_\_  
Jacob Crosetto, Clerk/Treasurer

1st Reading at Council:  
Public Hearing Noticed:  
2nd Reading at Council/Public Hearing:  
Published, Enactment Date:

August 26, 2024  
September 5 & 12, 2024  
September 23, 2024  
October 3, 2024

**RESOLUTION APPOINTING AUTHORIZED REPRESENTATIVE TO  
APPROVE FUNDING REQUESTS FOR  
USDA RURAL DEVELOPMENT AND  
STATE OF WISCONSIN CLEAN WATER FUND**

**WHEREAS**, the City of Reedsburg, a Wisconsin municipal corporation, will be using state and federal financial assistance for upgrades to its wastewater treatment facilities under the Wisconsin Environmental Improvement Fund (ss.281.58 and 281.59. Wis. Stats.) and the United States Department of Agriculture (USDA) Rural Development, Rural Utilities Service Water and Wastewater Funding Program; and

**WHEREAS**, it is necessary for the City to review and approve disbursement requests and contractor pay applications for said state and federal financial assistance programs;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Reedsburg that the City Director of Public Works, Steven Zibell, is hereby appointed as the authorized representative for the City of Reedsburg to review and approve documents for disbursement of state and federal funds, including disbursement requests, contractors pay applications, work change directives, and change orders related to the funded project, and that the representative is further authorized and empowered to complete any required paperwork in connection with said disbursement of funds and payment of contractors.

Passed by the Common Council of the City of Reedsburg this 23rd day of September in the year 2024.

\_\_\_\_\_  
David G. Estes, Mayor

\_\_\_\_\_  
Jacob Crosetto, City Clerk-Treasurer/Finance Director

**CERTIFICATE**

STATE OF WISCONSIN    )  
                                  ) ss.  
COUNTY OF SAUK

I, Jacob Crosetto, City Clerk-Treasurer of the City of Reedsburg, do hereby certify that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Reedsburg, held at the City Hall on the \_\_\_\_th day of \_\_\_\_\_, 2024, at \_\_\_\_\_ p.m., the vote on the resolution being \_\_\_\_ Aye and \_\_\_\_ Nay.

\_\_\_\_\_  
Jacob Crosetto, City Clerk-Treasurer/Finance Director  
City of Reedsburg  
Sauk County

# APPLICATION FORM

## WEBB FUND

Submit application to: Reedsburg City Clerk  
134 S. Locust St.  
PO Box 490  
Reedsburg, WI 53959  
(608) 524-6404 FAX (608) 524-8458 [cityhall@ci.reedsburg.wi.us](mailto:cityhall@ci.reedsburg.wi.us)

Please allow a minimum of 60 days for processing of application.

Name of applicant: American legion Post 350 / Jesse Arias

Organization: American legion

Federal ID Number: <sup>EIN</sup> 39-0777962 Phone No. 608-408-4274 Fax No. \_\_\_\_\_

Tax status of applicant (corporation, charity, governmental body, etc.) \_\_\_\_\_

501 C 19

Street Address: P.O. Box 354 Mailing Address: \_\_\_\_\_

City, State, Zip Reedsburg WI 53959

### DESCRIPTION OF THE PROJECT

Describe in detail the proposed project (attach additional sheets if necessary): \_\_\_\_\_

Restore and update the cannon memorial in Webb Park  
with a new display with granite memorial stones, benches  
obelisks and new concrete work and history sign.

Location of Project (projects must be in the City limits) Webb Park

How will the project recognize the contribution from the Webb Fund? It will be engraved  
on the main memorial stone. Reedsburg community Page  
on Facebook + local newspaper

How will the project benefit the city of Reedsburg? It restores a 100 year old  
piece of Reedsburg history and complements all the  
improvements the city is doing to Webb Park

### PROJECT BUDGET

Webb Fund Grant Amount Requested: \$ 50,000. Please attach a copy of your proposed budget. Include all resources needed for this project including labor and indicate who will be responsible.

Will applicant receive any additional funds (grants, donations, entrance fees, etc.)? If yes, please explain how, when or where additional funds will be received.

Donations from local businesses and individuals  
Pending donation from United Fund

Name and address of person responsible for accounting for the funds?

Russ Hooge Treasurer AL Post 350  
54005 State Rd 23 Reedsburg, WI 53959

Please provide a timetable for completion of this project including when you wish to receive funding: (see attached policies)

Phase One - November 2024  
Phase Two June 2025  
Phase Three November 2025

I declare that I have read the above application and that it is a true, correct, and complete statement of the intended use of the requested funds.

Applicant's Name: Jesse Arias, Commander

Signature: [Signature] Date: 9/19/2024

Email Address: jarias@ruchs.net

Date received by City Clerk: \_\_\_\_\_

Status: \_\_\_\_\_ Committee

Finance Committee  
City Council

Disposition:

| EXPENSES                                                       | COST         |
|----------------------------------------------------------------|--------------|
| Main Memorial Granite                                          | \$118,365.00 |
| Main memorial electrical<br>work                               | \$25,000.00  |
| Main Memorial Cement<br>Work                                   | \$30,000.00  |
| Paint cannon                                                   | \$5,000.00   |
| Three Flag Poles (1@40<br>2@30)                                | \$25,559.81  |
| (3) USA Made flags                                             | \$1,000.00   |
| Refurbish Webb Park<br>Plaques                                 | \$5,000.00   |
| (4) Outdoor spotlamps for<br>flag poles                        | \$2,000.00   |
| Custom made bronse<br>history sign w/ mounts                   | \$7,500.00   |
| History Sign, Handicap<br>Ramps and Garbage Can<br>cement work | \$15,000.00  |
| (2) Outdoor metal 37 gal.<br>garbage cans                      | \$2,000.00   |
| (4) trees                                                      | \$2,000.00   |

|       |              |
|-------|--------------|
| TOTAL | \$238,424.81 |
|-------|--------------|



Page 20 of 37

## The American Legion

If you do not include the subordinates in a group return, each must file an annual return by the 15th day of the 5th month after its annual accounting period closes.

You and your subordinates are not required to file Federal income tax returns unless you or your subordinates are subject to the tax on unrelated business income under section 511 of the Code, if so, you and your subordinates must file an income tax return on Form 990-T. In this letter we are not determining whether any of your, or your subordinates', present or proposed activities is unrelated trade or business as defined in section 513 of the Code.

Unless specifically excepted, you and your subordinates are liable for taxes under the Federal Insurance Contributions Act (social security taxes). Also, unless excepted, you and your subordinates are liable for tax under the Federal Unemployment Tax Act if, during the current or preceding calendar year, you have one or more employees at any time in each of 20 weeks, or you pay wages of \$1,500 or more in any calendar quarter. Any questions concerning excise, employment, or other Federal taxes should be submitted to your key District Director in Baltimore, Maryland.

Contributions made to your exempt subordinate units are deductible as provided by section 170 of the Code.

You should advise each of the subordinates of the provisions of this ruling, including the requirement for filing information or other returns.

Each year within 45 days after the close of your annual accounting period, please send the following to the Philadelphia Service Center, 11601 Roosevelt Boulevard, Philadelphia, Pennsylvania 19155, Attention: EOR Branch:

The American Legion

1. A statement describing any changes during the year in the purposes, character, or method of operation of your subordinates.
2. A list of the names, mailing addresses including ZIP Codes, and employer identification numbers (if required for group exemption letter purposes) of subordinates on your group exemption roster that during the year:
  - a. changed names or addresses;
  - b. were deleted from the roster;
  - c. were added to the roster. ✓

An annotated directory of subordinates will not be accepted for this purpose.

3. For subordinates added to the roster, a letter signed by one of your principal officers containing or attaching:
  - a. a statement that the information which your present group exemption letter is based applies to the new subordinates;
  - b. a statement that each has given you written authorization to add its name to the roster;
  - c. a list of those to which the Service previously issued rulings or determination letters relating to exemption.

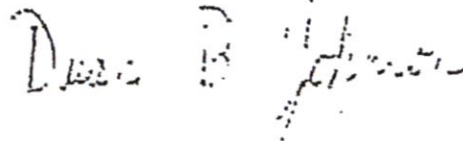
The American Legion

4. If applicable, a statement that your group exemption roster did not change during the year.

To the extent that this ruling is inconsistent with it this ruling modifies our ruling issued to you on March 14, 1946.

Your key District Director is being advised of this action.

Sincerely yours,

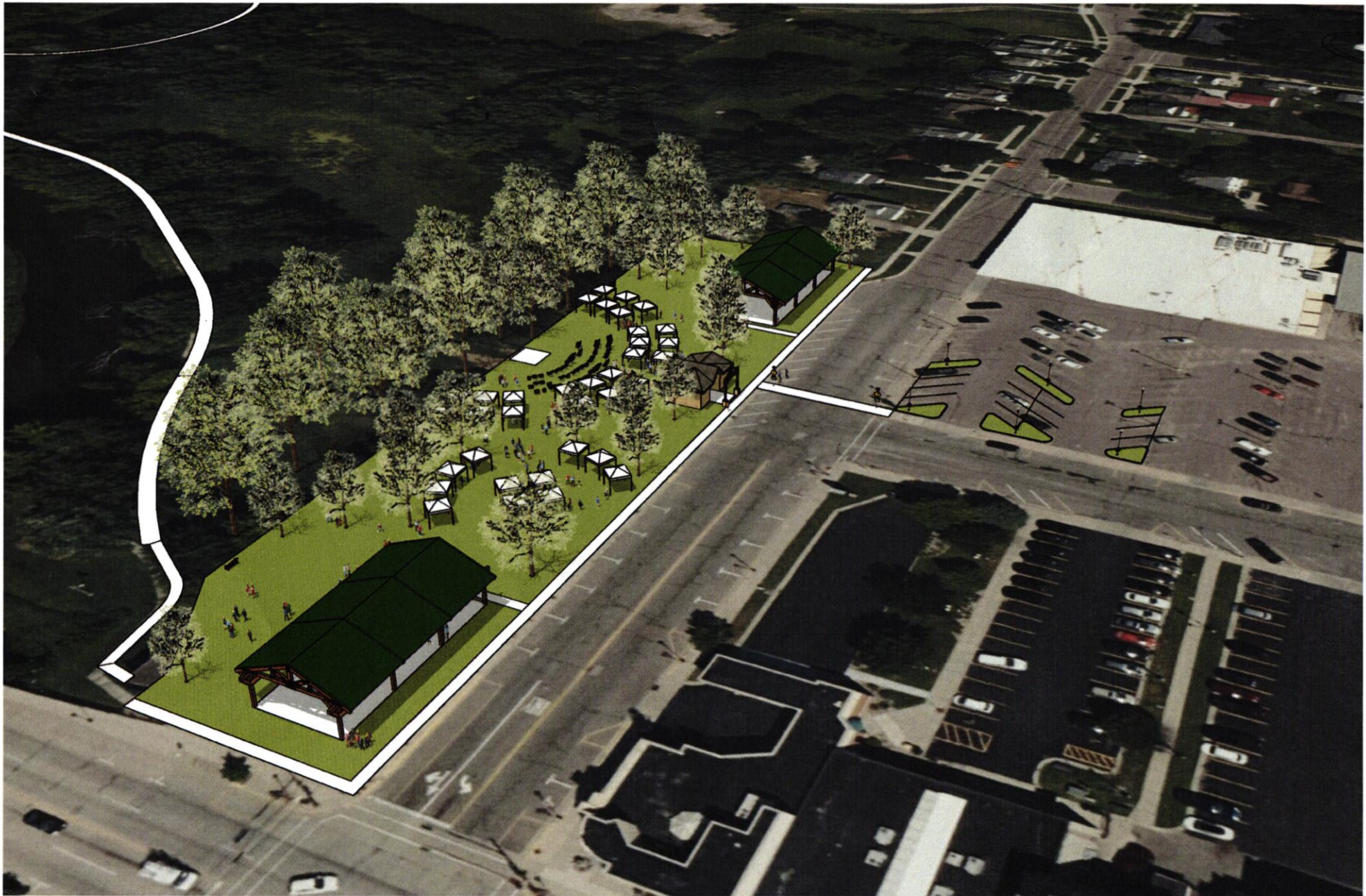


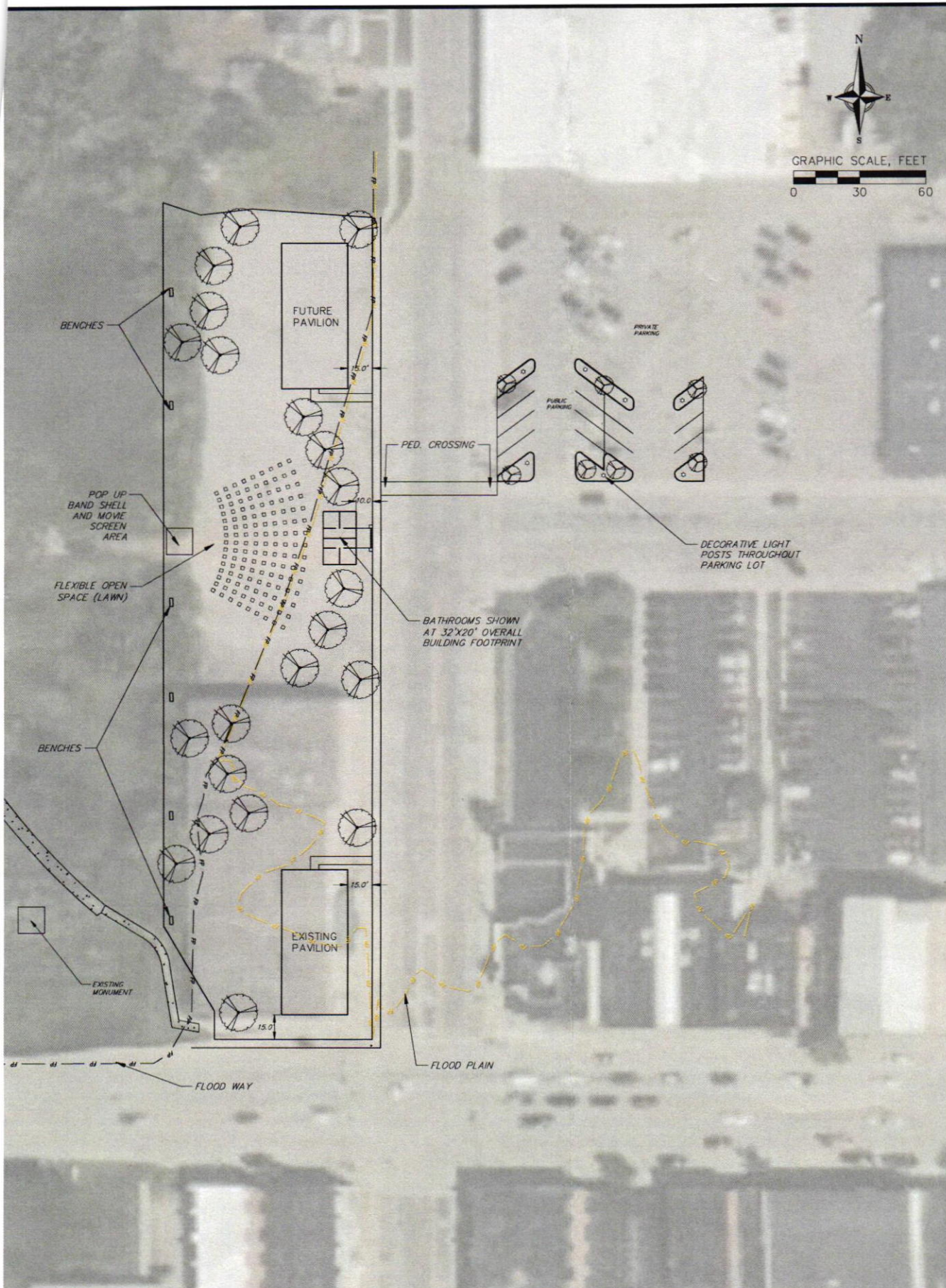
Director,  
Miscellaneous and Special  
Provisions Tax Division.



# DUAL MARKET SPACIAL STUDY







vierbicher  
planners | engineers | advisors

## PROGRAMS STUDY

[illegible]



## Professional Services Agreement

MSA Project Number: 02068040

This AGREEMENT (Agreement) is made effective 09/09/2024 by and between

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

Address: 1230 South Boulevard, Baraboo, WI 53913

Phone: (608) 355-8913

Representative: Raine Gardner, PE

Email: rgardner@msa-psa.com

**CITY OF REEDSBURG (OWNER)**

Address: 134 South Locust Street, Reedsburg, WI 53959

Phone: (608) 524-6404

Representative: Matthew Scott

Email: mscott@reedsburgwi.gov

**Project Name:** City of Reedsburg Legends Park Splash Pad – Northwest Recreation Area  
Conceptual Design

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

**The schedule to perform the work is:** Approximate Start Date: 09/23/2024  
Approximate Completion Date: 12/20/2024

**The lump sum fee for the work is:** **\$35,000**  
**Reimbursables are estimated at:** **\$ 1,200**

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Payment for these services will be on a lump sum plus reimbursable basis. A list of reimbursable expenses is on Attachment B: Rate Schedule and made part of this Agreement.

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

**CITY OF REEDSBURG**

**MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_  
Dave G. Estes  
Mayor  
Date: \_\_\_\_\_



\_\_\_\_\_  
Raine Gardner, PE  
Operations Leader  
Date: 9/13/2024

\_\_\_\_\_  
Matthew Scott  
Director of Parks and Recreation  
Date: \_\_\_\_\_



\_\_\_\_\_  
Kevin Byrne  
Principal Project Manager Landscape Architect  
Date: 9/09/2024

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

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

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

(b) Designated Owner Representative

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

(c) Tests, Inspections, and Reports

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

(d) Additional Consultants

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

(e) OWNER Provided Services and Information

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

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

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

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

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

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

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

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

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

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

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

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

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

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

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

**15. Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

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

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

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

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

**18. Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional

insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT A:  
SCOPE OF SERVICES**

**SCOPE OF WORK**

**PROJECT UNDERSTANDING**

The City of Reedsburg is planning the development of a new splashpad at the proposed Legends Park, in the Northwest Recreation Area, near the corner of Doris Road and Dessa Rain Drive. Currently, the park is undergoing Phase I construction, including installation of water, sanitary sewer, and storm water management infrastructure; access roads, sidewalks, and parking lots; concession stand and restroom facility; and a natural turf soccer field.

The splashpad is proposed in the northwest corner of the park, in the previous City of Reedsburg Yard Waste Drop-off facility. Utilizing proposed plans for the park (by others), MSA will investigate existing conditions and review the current park plans to accommodate the proposed splash pad infrastructure and layout. A geotechnical evaluation and report will be necessary for the project and will be reviewed by MSA for the project requirements.

MSA will coordinate with the City to investigate, compare, and present the benefits and challenges of a flow-through versus recirculating splashpad within the proposed budget, and create up to two (2) concept designs for each system for review, including example splashpad components.

Additional elements of the project may include shade structure(s), connective sidewalks, changing room/family restroom/mechanical building, landscaping, trees, and other site furnishings including but not limited to benches, bike racks, and trash receptacles related to the splashpad. The design will create a sense of place, or "gathering spot" for the City and surrounding residents.

The manufacturer used for the basis of design for the splashpad equipment will be Vortex Aquatic Structures. MSA will work with the local vendor, Commercial Recreation Specialists (CRS) to develop conceptual plans for the layouts and splashpad feature options.

## PHASE I: INVENTORY AND ANALYSIS

### **Task 1.1 Topographic Survey**

- MSA will perform field topographic survey and data collection necessary for the splashpad and utilities. Survey work will extend beyond the limits of the proposed improvements by 100-feet buffer to allow for proper evaluation of utilities, drainage and pavement transitions.

### **Task 1.2 Kick-off Meeting (Meeting #1) and Site Visit**

- Meet with staff to identify key Village personnel to review project goals, obtain park and user information, and discuss available project data (GIS, planning documents, construction documents, etc.). *The City has already provided a fair amount of this information already to MSA.*

### **Task 1.3 Site Analysis/Facility Assessment**

- Review observations from the site visits and staff discussions, examine compiled documents to understand how this project will plug into the overall park development.

## PHASE II: DRAFT AND FINAL CONCEPTUAL DESIGN

### **Task 2.1 General Splash Pad Component Review**

- Review general splash pad components with stakeholders and discuss flow-through versus recirculation options.

### **Task 2.2 Draft Conceptual Design**

- Review the field survey and splash pad components. Create up to two (2) conceptual designs for each splash pad type (Flow-through and recirculation). Create cost estimates with vendor collaboration, and review with staff for splash pad type direction and potential components.
  - As part of the recirculating system pad, an outdoor shower, changing room will be needed. As well as a larger area for the pad equipment and chemicals. This could require a small building to be included as part of the project hold these items.
- Upon developing the general concepts, MSA will meet with the City to review the options and costs. Upon feedback from the City, MSA will begin to refine the concepts into 1 final concept.

### **Task 2.3 Final Conceptual Design**

- After receiving feedback, MSA will create a final conceptual design for presentation to Village staff and stakeholders. Upon City approval of the final design, MSA will start the schematic design phase and bring forth the next project phases in an amendment.

**Meetings:****Phase I: Inventory And Analysis**

- Meeting #1: (In-person) Kick-off meeting and meeting notes (PDF)(Completed)
- Meeting #2: (In-person) Parks and recreation meeting attendance for approval
- Meeting #3: (Virtual) Review site analysis/facility assessment and meeting notes (PDF)

**Phase II: Draft And Final Conceptual Design**

- Meeting #4: (Virtual) General splash pad component review
  - (Flow-through vs. Recirculation)
- Meeting #5: (In-person) Conceptual design, splash pad components, and budget review
- Meeting #6: (Virtual) Final conceptual design review prior to Final Plan
- Meeting #7: (In-person) Presentation of final concept and discussion of next steps

**Deliverables:****Phase I: Inventory And Analysis**

- Topographic Survey / Existing Conditions Map
- Site Analysis / Facility Assessment Report/Exhibit

**Phase II: Draft And Final Conceptual Design**

- General splash pad component examples
- Up to four (4) draft conceptual designs (two (2) flow-through, two (2) recirculation)
- Conceptual design splash pad component cut sheets
- Four (4) cost estimates for each conceptual design
- One (1) final conceptual design
- Final splash pad component cut sheets
- Final cost estimate
- Meeting notes (pdf)

**Items Provided By The Village:**

- Existing site documentation such as proposed plans, land information on lots, boundaries, easements, utility plans, site plans, etc.
- Available GIS data
- Facilitation of public engagement meetings and promotion of the online public survey to gather community input

**Additional Services:**

If desired by the Village, MSA can provide the following additional services not included in the attached scope of services:

- Additional Public Engagement & Events: Facilitation of public meetings, promotion of events/surveys, etc. outside of the established number of meetings above
- 3D Renderings: Generate 3D renderings for promotional efforts
- Grant assistance and administration for future improvements of items identified in the master plan process
- Design Development Documents, Construction Documents, Bidding Assistance, and Construction Administration
- Permitting

**ATTACHMENT B:  
RATE SCHEDULE**

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

REIMBURSABLE EXPENSES

|                                                   |                                     |
|---------------------------------------------------|-------------------------------------|
| Copies/Prints .....                               | Rate based on volume                |
| Specs/Reports.....                                | \$10                                |
| Copies .....                                      | \$0.14/page                         |
| Plots .....                                       | \$0.01/sq.in.                       |
| Flash Drive .....                                 | \$10                                |
| GPS Equipment .....                               | \$20/hour - \$10.75/hour for DOT    |
| GPS R2 Equipment .....                            | \$20/hour - \$2/hour for DOT        |
| Dini Laser Level .....                            | \$85/per day                        |
| Mailing/UPS .....                                 | At cost                             |
| Mileage – Reimbursement .....                     | IRS Rate – IRS Rate + \$5/day       |
| Mileage – MSA Vehicle .....                       | \$0.70 mile standard                |
| .....                                             | \$0.69 mile for DOT                 |
| Nuclear Density Testing .....                     | \$30/day                            |
| Organic Vapor Field Meter .....                   | \$100/day                           |
| PC/CADD Machine .....                             | Included in labor rates             |
| Robotic Survey Equipment.....                     | \$20/hour - \$10/hour for DOT       |
| Stakes/Lath/Rods.....                             | At cost                             |
| Travel Expenses, Lodging, & Meals .....           | At cost                             |
| Traffic Counting Equipment & Data Processing..... | At cost                             |
| Geodimeter .....                                  | \$30/hour                           |
| Drone Flight .....                                | \$375/flight - \$360/flight for DOT |

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