

NOTICE IS HEREBY GIVEN that the Village of Barneveld Board will meet on **Wednesday, November 9th, 2022** at 7:00 p.m. at the **Barneveld Municipal Building, 403 E. County Hwy ID**, Barneveld, Wisconsin, to consider the agenda set forth below.

This meeting is available via video/audio conference. Members of the Village of Barneveld Board and the public may attend by:

- Online: <https://zoom.us/j/6089246861>
- Telephone: Dial 1-312-626-6799 use Meeting ID: 608 924 6861

Agenda

1. Call to Order – State of Public Notice
2. Roll Call
3. Pledge of Allegiance
4. Consideration of approval of the minutes of the October 3rd, 2022 Village Board Meeting and October 19th Special Meeting
5. Informal Public Comment
6. President's Report
7. Blake Bruner, Discussion/Consideration of helping with deductible on Auto Insurance due to incident on Industrial Drive
8. Discussion/Consideration of Operator's License for Cody Henning and Lori Thousand for Kwik Trip
9. Discussion/Consideration of Cost Reimbursement Agreement with Family Deal Trust in regards to 108 Commercial St (removing from TIF #1)
10. MSA Professional Services:
 - Discussion/Consideration of Agreement for TID #1 Subtraction with an estimated fee of \$9,500 (cost would be passed on to Deal Family Trust)
 - Discussion/Consideration of Proposal from MZ Construction for price increase for Weir Gate Replacement & Bar Screen Project (Price increase of \$10,444.15)
 - Discussion/Consideration of Agreement for WPDES Permit Renewal (2022) with an estimated cost of \$3,500
 - Discussion/Consideration of Agreement for Well #3 and Related Facilities with an estimated cost of \$373,300
 - WWTF Headworks project
 - Discussion/Consideration of Agreement for Safe Drinking Water Application and Administration with an estimated cost of \$38,700
 - Discussion/Consideration of Agreement for Barneveld GIS Tech Services with estimated cost of \$2,500
 - Discussion/Consideration of Pay Request #3 from Rule Construction for 2022 Wood, Front & Garfield Reconstruction Project in the amount of \$237,269.66
 - Discussion/Consideration of Water Utility Rate Case
 - Update on current projects
11. 7:30 Budget Hearing
12. Consideration of adoption of 2023 Budgets
13. Public Works Report
 - Discussion/Consideration of Village of Ridgeway's request to use Street Sweeper
 - Discussion/Consideration for new PH Tester
 - Discussion/Consideration of rebuild/reinstallation of Hydromatic dosing pump for \$7,576.92
14. Police Chief's Report
15. Discussion/Consideration of appointment of Citizen Members to the Memorial Park Steering Committee
16. Update on the DNR Grant for the County Hwy T Trail Project
17. Committee/Commission Reports
18. Discussion/Consideration of Resolution 22-13 Setting the Fees and the Bond Schedule for the Village
19. Clerk-Treasurer's Report including employee breakdowns and monthly receipts
 - Monthly bills (water, sewer and general) for consideration of payment
20. Discussion/Consideration of approving the 2023 Stray Animal Contract with Iowa County Humane Society
21. Discussion/Consideration of renewing Agreement with the Town of Brigham for salt/sand storage rental space
22. Discussion/Consideration of appointing a member to the Barneveld Area Rescue Squad Committee
23. Discussion/Consideration of moving the January meeting due to Holiday (move to Wednesday, January 11th, 2023)
24. Future agenda items and business
25. Adjournment

This is a final agenda. This notice may be amended in order to comply with Wisconsin's Open Meetings law. If this notice is amended, the final notice will be posted no later than 24 hours prior to the meeting or no later than 2 hours prior to the meeting, in the event of an emergency.

It is possible that members of and possibly a quorum of members of other government bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice.

Please note that upon reasonable notice all reasonable efforts will be made to accommodate the needs of individuals with disabilities through appropriate aids and services. For additional information or to request this service, contact the Municipal Clerk at 608-924-6861 or 403 E. County ID, Barneveld, Wisconsin, or by fax at 608-924-3056.

Posted: November 3, 2022 @ 12:30 p.m. By: Jean Ann Swenson, Clerk-Treasurer

VILLAGE OF BARNEVELD BOARD MEETING
Monday, October 3rd, 2022
Barneveld-Brigham Municipal Building
403 E. County Hwy ID, Barneveld, WI 53507

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DRAFT SUBJECT TO APPROVAL

1. The meeting was called to order at 7:02 p.m. by President John Forbes. State of Public Notice was given and agendas were available.
2. Roll Call: Scott Leahy, Rhonda Hazen, Don Hugill, Mike Peterson, Brandon Watson and John Forbes. Absent: Chris Valcheff
3. Pledge of Allegiance
4. Motion by B Watson/S Leahy to approve the minutes of the September 6th, 2022 Village Board Meeting and the September 14th Special Meeting. Motion carried.
5. Informal Public Comment: None
6. President's Report
7. Mike Peterson , candidate for Iowa County Sheriff
8. MSA Professional Services
 - Update from Sherry regarding the WWTP Screening Upgrades
 - Motion by M Peterson/R Hazen to issue Municipal Revenue Obligation payments (MRO #1, MRO #2 & MRO #3) to Vortex Nation, Inc. in the amount of \$516,318.00. Motion carried.
 - Motion by B Watson/S Leahy to approve pay request #2 from Rule Construction for 2022 Wood, Front & N Garfield St Reconstruction Project in the amount of \$142,975.00. Motion carried.
 - Motion by S Leahy/D Hugill to approve pay request #1 from Scott Construction Inc for seal coating in the amount of \$128,411.98. Motion carried.
 - Motion by B Watson/R Hazen to approve the quote for hiring an Archeologist for the Memorial Park Grant in the amount of \$2,692.30. Motion carried
9. Public Works Report
 - Motion by R Hazen/M Peterson to approve the quote in the amount of \$23,800.00 for buying two Cub Cadet Commercial Zero Turn Mowers from Farmer Implement Store (this includes trading in the 2019 and 2017 Kubota F3990s). Motion carried.
10. Police Chief Report. Citation/Warnings - 9 and Service - 30.
11. Motion by S Leahy/R Hazen to approve the Class "B" Picnic License for Sons of American Legion on October 15th, 2022 (rain date October 16th, 2022) for a Bags Tournament at Birch Lake Park. Motion carried.
12. Motion by M Peterson/D Hugill to approve the Operator's Licenses for Alex Schaefer and Angela Ginter for Ope Haus Pub & Grill. Motion carried.
13. Terry Liebmann, Library President, Preliminary 2023 Barneveld Public Library and Special Purpose Budgets.
14. Motion by D Hugill/R Hazen to approve the Library Board's appointment of Tim Whisler to the Barneveld Public Library Board. Motion carried.
15. Motion by M Peterson/S Leahy to approve the Class "B" Picnic License for the Barneveld-Brigham Fire Department on October 15th, 2022 for the Sportsman Banquet. Motion carried
16. Motion by s Leahy/R Hazen to approve the Temporary Operator's License for Jerry B Schlimgen for October 15th, 2022 for the Barneveld-Brigham Fire Department's Sportsman Banquet. Motion carried.
17. Discussion on Memorial Park Steering Committee

18. Motion by M Peterson/B Watson to approve opening a checking account at The Peoples Community Bank for the Memorial Park Fund. Motion carried.
19. Committee/Commission reports: Public Works Committee Meeting on Wednesday, October 26th at 5:30 p.m. and Memorial Park Steering Committee at 6:30 pm
20. Discussion on fees for the Village
21. Motion by S Leahy/D Hugill to approve the insurance renewals from the League of Wisconsin Municipalities Mutual Insurance and Municipal Property Insurance. Motion carried.
22. Motion by B Watson/J Forbes to pay the bills as presented. Motion carried.
23. Motion by M Peterson/B Watson to hold the Public Hearing for the 2023 Budget on Wednesday, November 9th, 2022 at 7:30 p.m. at the Barneveld-Brigham Municipal Building. Motion carried.
24. Motion by M Peterson/S Leahy to approve the Preliminary 2023 General Fund Budget. Motion by B Watson/D Hugill to approve the Preliminary 2023 Water Utility Fund Budget. Motion by S Leahy/ M Peterson to approve the 2023 Preliminary Sewer Fund Budget. Motion by D Hugill/B Watson to approve the Preliminary 2023 Debt Service Fund Budget. Motion by S Leahy/M Peterson to approve the Preliminary 2023 Economic Development Fund Budget. Motion by M Peterson/D Hugill to approve the Preliminary 2023 Emergency Services Fund Budget. Motion by D Hugill/J Forbes to approve the Preliminary 2023 Barneveld Public Library and Special Purpose Library Budgets. All motions carried.
25. Motion by M Peterson/S Leahy to approve increasing the Board of Review wages for appointed citizens to \$20.00 per hour and increase the Plan Commission Citizen Members to \$25 per meeting and Board of Appeals to \$25 per meeting to begin in 2023. Motion carried.
26. Motion by D Hugill/B Watson to approve Resolution 22-12 to Claim Exemption from the County Library Tax. Motion carried.
27. No future agenda items or business
28. Motion by M Peterson/D Hugill to adjourn at 8:40 p.m. Motion carried.

APPROVED

DATE _____

SIG _____

VILLAGE OF BARNEVELD SPECIAL BOARD MEETING
Wednesday, October 19th, 2022
Barneveld-Brigham Municipal Building
403 E. County Hwy ID, Barneveld, WI 53507

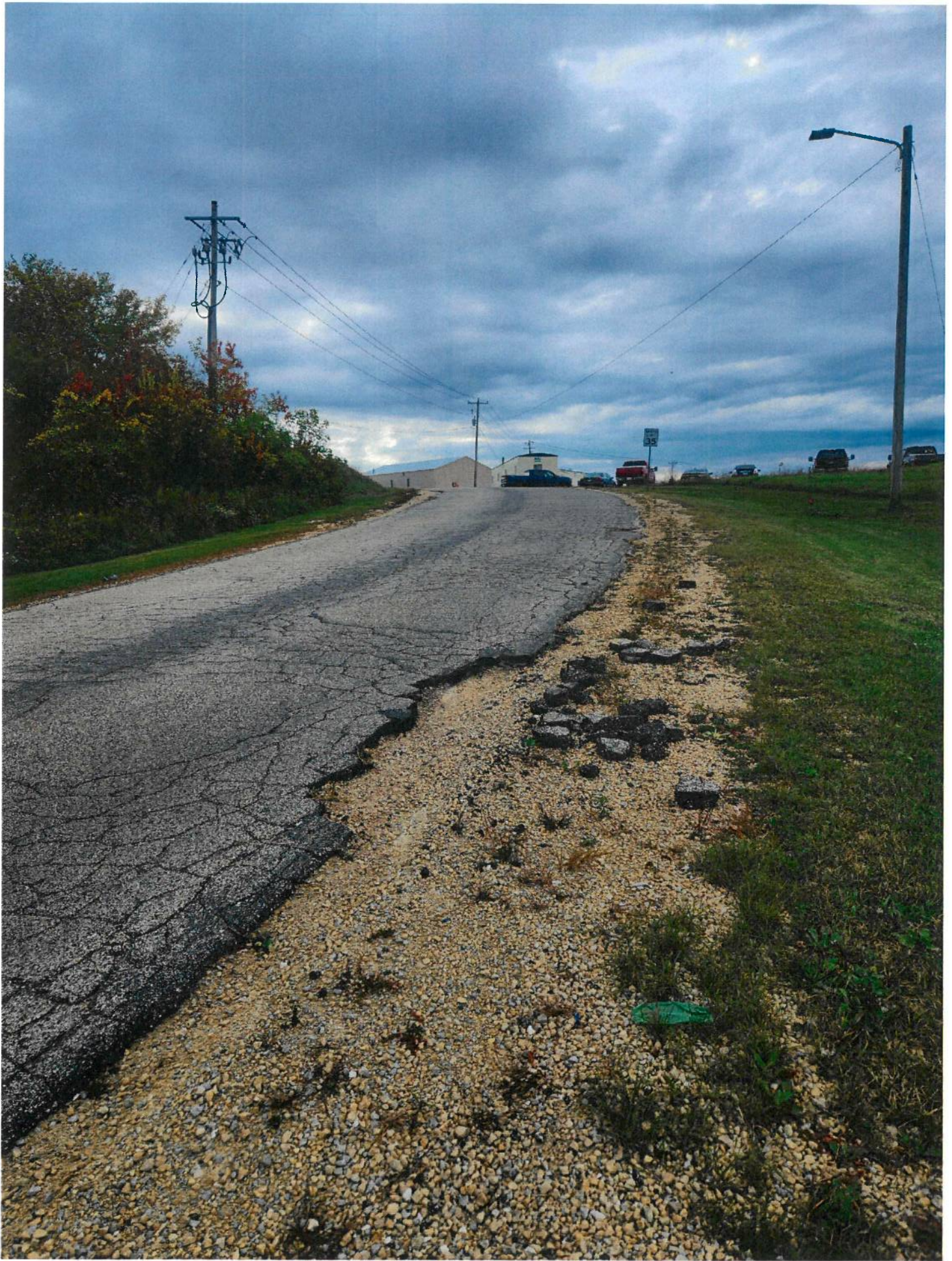
1. The meeting was called to order at 5:00 p.m. by President John Forbes. Public Notice had been given and agenda's were available.
2. ROLL CALL: Scott Leahy, Brandon Watson, Don Hugill, Mike Peterson, John Forbes and Chris Valcheff. ABSENT: Rhonda Hazen
3. Motion by M Peterson/B Watson to approve Resolution 22-13
Authorizing Filing of Objection To and Appeal of Wisconsin Department of Revenue's Determination of Non-Manufacturing Classification of Vortex Nation Inc. Property. Motion carried.
4. Motion by S Leahy/C Valcheff to adjourn at 5:07 p.m. Motion carried.

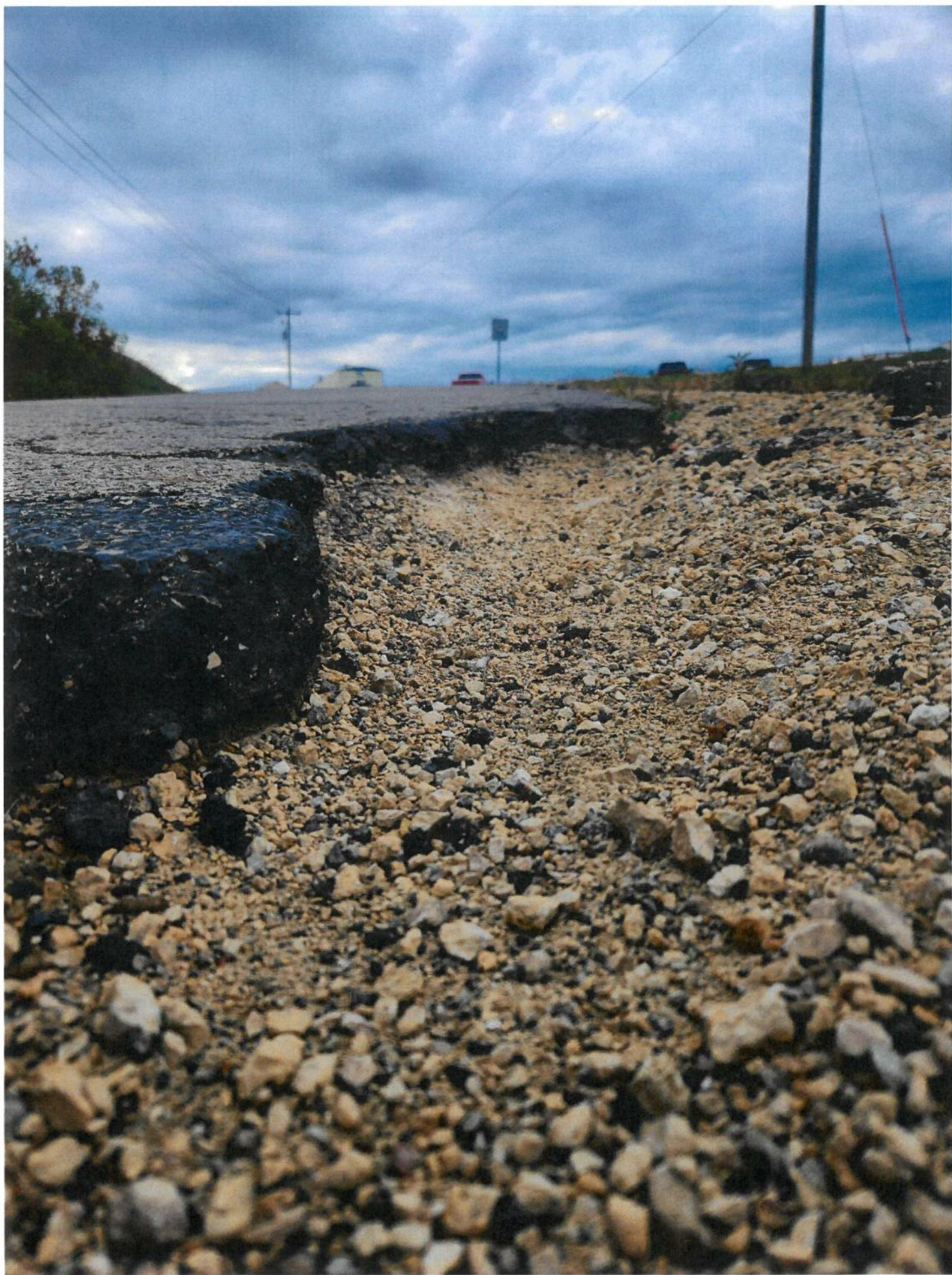
APPROVED

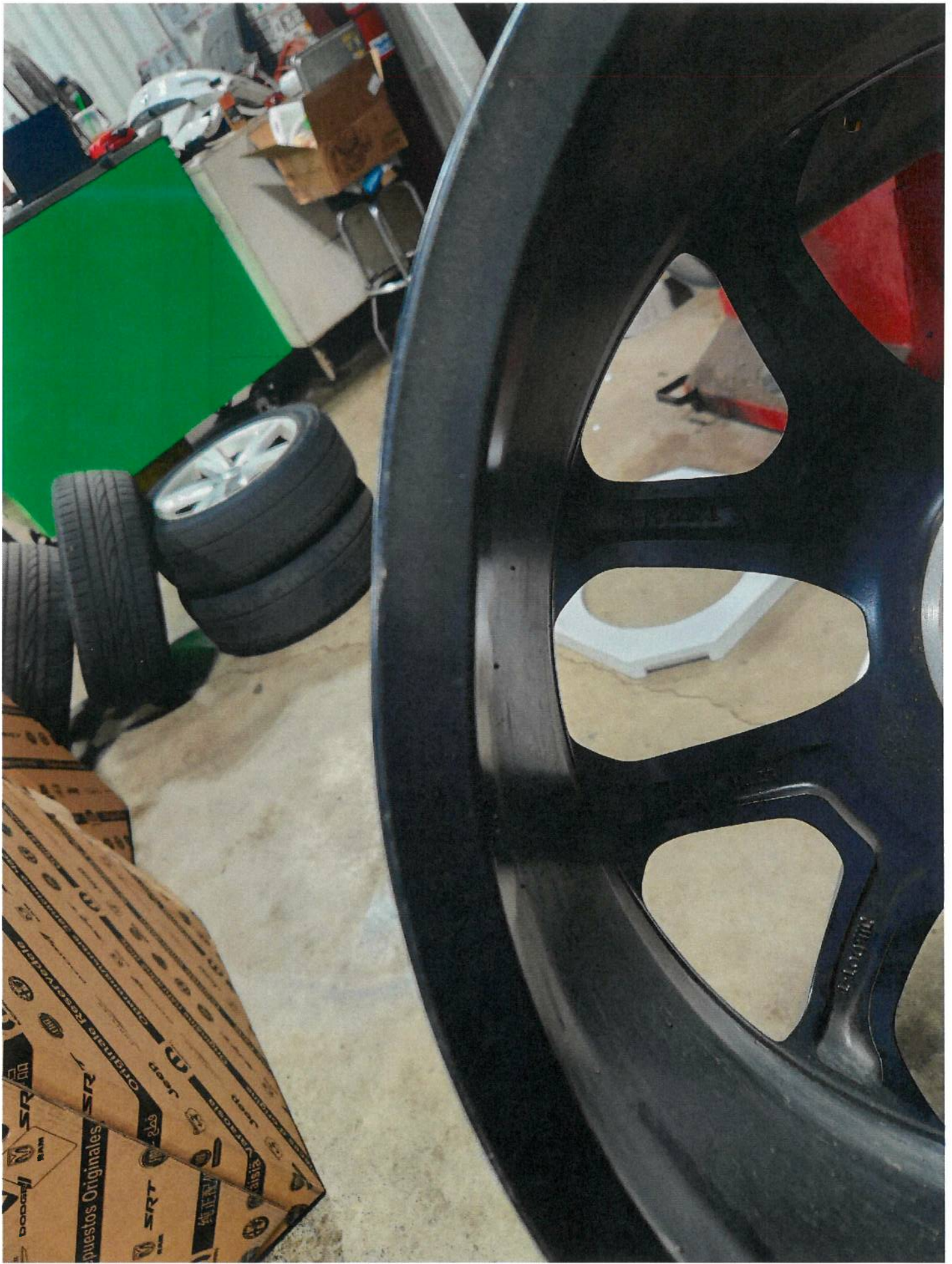
DATE _____
SIG _____

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**CHRYSLER DODGE JEEP RAM
BARNEVELD**

KUNES COUNTRY CHRYSLER OF BARNEVELD
102 COMMERCE ST.
BARNEVELD, WI 53507
(608)924-1505
WWW.KUNESCOUNTRY.COM

19498 BRU

BLAKE BRUNKER 416 RUSTE ROAD BARNEVELD, WI 53507		VEHICLE ID	MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
		2C4RC3BG1NR130165	3988	3988	10/05/22 13:14	10/06/22	19498
		VEHICLE DESCRIPTION			TAG NO.	STATUS	
		2022 CHRYSLER PACIFICA T				COMPLETE	
CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV. DATE	DELIV. DATE	DELIV. MILES	TERMS
149530							Cash
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.		ENGINE	
		(608) 574-0698		SHANE KNIGHT (30)			

[] CASH [] CHARGE [] VISA [] MASTERCARD [] AMEX
[] CHECK [] CHECK # TAKEN BY [] DATE []

SERVICE & PARTS DEPARTMENT HOURS
MONDAY - FRIDAY 8:00AM - 5:00PM
SATURDAY 8:00AM - 12:00PM

Line	Op-Code	Fail Code	Tech	Hours	Type	Amount
A			A05		Customer	\$795.50
Concern	Customer states has humming noise in front when driving after hitting a pothole on passenger side					
Cause	verified concern, front and rear rims compromised/bent, wheel bearings noisy when driven on hoist, advised customer claim #PPAT1245460002					
Correction	Removed and replaced both wheel bearings on vehicle, dismounted, mounted and balanced all tires, reset tire psi, torqued to specification					
Part Number		Description		Qty	Unit Price	Ext. Price
4755555AA		WHEEL ALUMI		2	\$525.00	\$1,050.00
68522905AA		HUB BRAKE		1	\$285.00	\$285.00
68319491AB		BEARING BRAKE		1	\$242.00	\$242.00
68193587AC		VALVE KIT: NONE		2	\$27.00	\$54.00
Parts Total...						\$1,631.00
Line Total...						\$2,426.50
B +	01FOZ12P		A05		Customer	\$119.95
Concern	PERFORM 4 WHEEL ALIGNMENT					
Cause	4 WHEEL ALIGNMENT					
Correction	PERFORMED 4 WHEEL ALIGNMENT					
Line Total...						\$119.95
C +	01FO		A05		Customer	\$100.00
Concern	WARRANTY DEALERSHIP OWNED LOANER					
Correction	2 days rental on vehicle while vehicle was offroad/repaired					
Line Total...						\$100.00

10/06/22 14:12

INVOICE

CUSTOMER COPY

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CHRYSLER DODGE JEEP RAM
BARNEVELD

KUNES COUNTRY CHRYSLER OF BARNEVELD
102 COMMERCE ST.
BARNEVELD, WI 53507
(608)924-1505
WWW.KUNESCOUNTRY.COM

19498 BRU

BLAKE BRUNKER 416 RUSTE ROAD BARNEVELD, WI 53507		VEHICLE ID 2C4RC3BG1NR130165	MILES IN 3988	MILES OUT 3988	DATE/TIME IN 10/05/22 13:14	DATE OUT 10/06/22	INVOICE NO. 19498
VEHICLE DESCRIPTION 2022 CHRYSLER PACIFICA T					TAG NO.	STATUS COMPLETE	
CONTROL NO. 149530	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS Cash
HOME PHONE	WORK PHONE	CELL PHONE (608) 574-0698	STOCK NO.	SERV. ADV. SHANE KNIGHT (30)		ENGINE	

Line	Op-Code	Fail Code	Tech	Hours	Type	Amount
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Warranty Claim Type: W	Authorization Code:	Service Cont No:
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Customer Totals

Charge Description	Amount
Labor	\$1,015.45
Parts	\$1,631.00
Materials	\$34.86
Svc Hist Adm	\$2.97
SalesTax	\$147.64
Total Amount Due	\$2,831.92

Amount Due	\$2,831.92
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STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items..MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP132, WISCONSIN STATE CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WI DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, PO BOX 8911, MADISON WI 53708-8911. WIS ADMIN CODE ATCP132.08(11)

Signature _____

On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence, or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by manufacturer's representative.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON
(DATE)

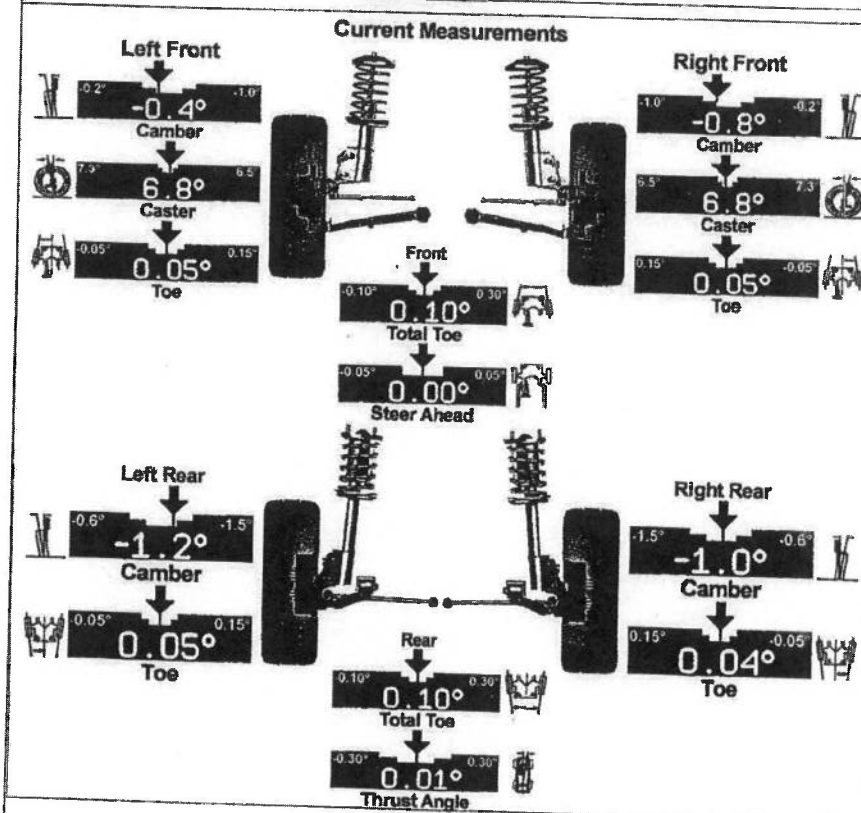
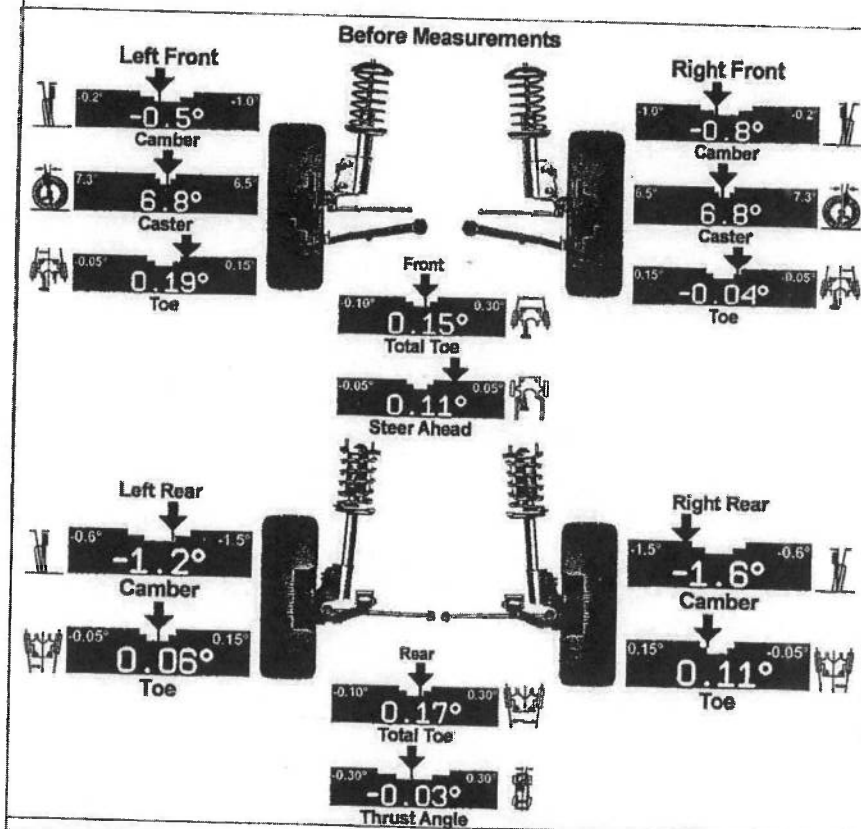
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INVOICE

CUSTOMER COPY

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Chrysler : Pacifica : 2022 : All Wheel Drive ExpressAlign Total Alignment



- One or more values are not within specification. Tire wear, handling and safety problems may result.

VIP Summary Report

Dealer: 60840 - Kunes Country C of Barneveld, Inc

Date: October 5, 2022 Time: 14:06:52

VIN: 2C4RC3BG1NR130165

Dealer Entered Name: BRUN

Dealer Entered Odometer: 3,988 miles

STRICTLY CONFIDENTIAL: This information is provided to DEALER, in accordance with Section 4 of DEALER's Software License, Data Exchange and Electronic Commerce Agreement with FCA US LLC. All information provided is based on entries provided by DEALER.

Warning Messages

!! ATTENTION !! THIS VEHICLE MAY HAVE HAD 0 VISITS, 0 DAYS DOWN AND 0 REPEAT REPAIRS. SERVICE PERSONNEL SHOULD NOTIFY DEALERSHIP SERVICE MANAGEMENT AND ENGAGE FCA SERVICE AND PARTS RESOURCES.

Vehicle Restrictions - No Vehicle Restriction

Vehicle Service Information

Year/Model:	2022 CHRYSLER PACIFICA TOURING L	Last Odometer:	0 miles on May 19, 2022
Body Style:	RUFH53	In-Service Date:	May 19, 2022
Engine:	ERC-3.6L V6 24V VVT Engine Upg 1 w/ESS	In-Service Odometer:	11 miles
Transmission:	DFH-9-Spd 948TE Auto Trans	Odometer Type:	miles
Color 1:	PW7-Bright White Clear Coat	Car Line:	R
Color 2:	QW7-Bright White Clear Coat	Build Date:	February 24, 2022
Current Market Register:	U	Hour:	01
Book:	F		

Warranty Information

REFER TO SPECIFIC LOPS FOR ADDITIONAL COVERAGE AND LIMITS

PLEASE CONTACT CROSS COUNTRY MOTOR CLUB FOR TOWING ASSISTANCE 800-521-2779.

Type of Warranty	Original	Deductible	Expiration	Remaining
BASIC WARRANTY	36 Months or 36,000 miles	0	May 19, 2025	31 Months or 32,012 miles
POWERTRAIN WARRANTY	60 Months or 60,000 miles	0	May 19, 2027	55 Months or 56,012 miles
CORROSION WARRANTY	60 Months or Unlimited miles	0	May 19, 2027	55 Months or Unlimited miles
FEDERAL EMISSIONS WARRANTY	36 Months or 36,000 miles	0	May 19, 2025	31 Months or 32,012 miles
ADJUSTMENT WARRANTY	36 Months or 36,000 miles	0	May 19, 2025	31 Months or 32,012 miles
MAJOR EMISSION COMP WARRANTY	96 Months or 60,000 miles	0	May 19, 2030	90 Months or 76,012 miles

WCC	Roadside Assistance	Towing Assistance	Master Shield	Transferable-Powertrain Warranty
560	Yes	Yes	N/A	Yes

Service Contract - No Service Contracts Available

Service History (24 Month)

Repair Date	Dealer/Payer	Claim Number	Repair Odometer	List Date	Transaction Type
May 19, 2022	60566 - Van Horn Stoughton 0 - {C,P,J,R} 1411 HIGHWAY 51 NORTH 85900058 - Road Ready-20 Wheel Lock Set	PREPNV	0 Miles	2022054	PREPARATION

VIP Summary Report

Dealer: 60840 - Kunes Country C of Barneveld, Inc

Date: October 5, 2022 Time: 14:06:52

VIN: 2C4RC3BG1NR130165

Dealer Entered Name: BRUN

Dealer Entered Odometer: 3,988 miles

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Recall Information - No Recall Information Available

Vehicle Owner Information

Name:	MRS MONNICA BRUNKER	Preferred Name:	MONNICA
Address:	416 RUSTE RD	City:	BARNEVELD
State/Province:	WI	Postal Code:	535078434
Country:	USA	Language Preference:	
Telephone-Home:	(608)778-1513	Telephone-Business:	
Fax:		Original Owner:	MONNICA BRUNKER

Vehicle Sale Information

Selling Dealer:	60556 Van Horn Stoughton	Sales Type:	1 - DIRECT RETAIL
City:	STOUGHTON	State/Province:	WI
Country:	USA	Telephone:	(608)873-5621

CAIR - No Open/Close CAIR Information Available

Connected Vehicle Status

Uconnect status data is not available. Please visit Uconnect Status tab to view Uconnect data in Summary report.

Connected Vehicle?	NA	New Vehicle Free Trial Activated?	NA
Active Paid Subscription?	NA	Eligible for Paid Subscription?	NA

Satellite Radio and Entertainment Status

Satellite Radio Equipped?	NA	Eligible for Service Lane Free Trial?	NA
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Navigation Status

Eligible for Navigation Activation?	NA	Eligible for Map Update?	NA
Vehicle Equipped with Factory Navigation?	NA		



Kunes Country C of Barneveld,
102 COMMERCE ST
BARNEVELD, WI 535079439
Phone : 608 924-1505



Mopar Vehicle Protection Eligibility Report

Customer Name : MRS MONNICA BRUNKER

VIN : 2C4RC3BG1NR130165

416 RUSTE RD

Vehicle : 2022 CHRYSLER PACIFICA TOURING L

BARNEVELD, WI, US

Mileage : 3988 miles

535079434

Telephone : 6087781513

Warranty Code : 560

Sales Type : 1 - DIRECT RETAIL

Eligible Plans

Option	Description	Deduct [USD]	Months	Miles	Services	MSRP [USD]	Price [USD]	Payment*
AT3N	ALTERNATE TRANSPORTATION - 3 YEARS / UNLIMITED MILEAGE	0.00	36	0	0	210.00	221.55	N/A
AT5N	ALTERNATE TRANSPORTATION - 5 YEARS / UNLIMITED MILEAGE	0.00	60	0	0	365.00	385.07	N/A
ECG23N	ESSENTIAL CARE OIL CHANGE - 2 YR/3 OIL CHGS (\$35 CAP)	0.00	24	0	3	100.00	105.50	N/A
ECP23N	ESSENTIAL CARE OIL CHANGE - 2 YR/3 OIL CHGS (\$25 CAP)	0.00	24	0	3	70.00	73.85	N/A
ECSD23N	ESSENTIAL CARE OIL CHANGE - 2 YR/3 OIL CHGS (\$110 CAP)	0.00	24	0	3	315.00	332.32	N/A
MCS230N	MOPAR COMPLETE 360 - 2 YRS / 30,000 MILES - \$0 DEDUCTIBLE	0.00	24	30000	0	1720.00	1814.60	N/A
MCS345N	MOPAR COMPLETE 360 - 3 YRS / 45,000 MILES - \$0 DEDUCTIBLE	0.00	36	45000	0	2350.00	2479.25	N/A
MCS560N	MOPAR COMPLETE 360 - 5 YRS / 60,000 MILES - \$0 DEDUCTIBLE	0.00	60	60000	0	4625.00	4879.37	N/A
MCS675N	MOPAR COMPLETE 360 - 6 YRS / 75,000 MILES - \$0 DEDUCTIBLE	0.00	72	75000	0	4875.00	5143.12	N/A

1. Eligibility is determined by selling dealer state, ownership, sale date, vehicle make and model, odometer mileage, vehicle equipment, warranty coverage, existing Mopar Vehicle Protection Plans and other factors. Change in vehicle, ownership or warranty status may change eligibility. Eligibility is subject to change without notice.

2. * = Payment is based on a 12 month payment plan with a USD10.00 down payment.



Blake Bruner <blakebruner@gmail.com>

Claim # PPAT1245460002

Rich Pohlod <rpohlod@ruralins.com>

Fri, Oct 7, 2022 at 5:20 AM

To: Blake Bruner <blakebruner@gmail.com>

Blake,

I have ok'd the repairs on the 2022 Chrysler. After your 500 deductible is applied the payment will be 2331.92. Rural has gone to E-payments. Please watch your email for instructions from One inc, the company that works with Rural on the e-payments. I have the payment just in your name.

Thanks,

Rich

Please note our new address**Richard Pohlod****Senior Claims Specialist**

Rural Mutual Insurance Company

MDC 044 P.O. Box 7839

Madison WI 53707-7839

Office: (800)-301-0450

rpohlod@ruralins.com



This message is intended only for the person to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure. Use, distribution or copying by anyone else is prohibited. If you receive this in error, please notify us promptly and then destroy this communication.

9

**VILLAGE OF BARNEVELD
COST REIMBURSEMENT AGREEMENT**

Agreement entered into this 9th day of November 2022, by and between Deal Family Trust ("Owner") and the Village of Barneveld, a Wisconsin municipal corporation ("Village").

RECITALS

A. This Cost Reimbursement Agreement arises from Owner's wish to develop on the land described on Attachment A (the "Property").

B. Owner may request Village evaluation or approval of one or more of the following:

- Annexation,
- Tax Increment Financing,
- A comprehensive plan amendment,
- A certified survey map or a subdivision plat,
- A zoning change, conditional use permit, or other zoning approval,
- Erosion control and stormwater management plans,
- Plans and specifications for public improvements,
- And/or other approvals necessary or convenient to develop the Property (collectively referred to as the "Development Approval Process").

C. The Village is willing to process and consider Owner's requested Development Approval Process, in accordance with applicable laws, but wishes to do so without undue expense to Village taxpayers.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, Owner agrees as follows:

SECTION 1. PAYMENT OF VILLAGE COSTS

1.1. The above recitals are material to and are incorporated in this Agreement.

1.2. Owner shall pay all Administrative Costs. For purposes of this Agreement, "Administrative Costs" means the following costs incurred by the Village:

- The actual cost of engineering, planning, legal and financial services provided by outside consultants, relating to the Development Approval Process, on the basis of submitted invoices;
- Village Director of Planning and Zoning Administrator time devoted to the Development Approval Process, at the rate of \$125 per hour;
- The cost of time spent by Village employees (other than the Village Director of Planning and Zoning Administrator) on the Development Approval Process, which shall be deemed to equal 10% of the sum of the cost of engineering, planning, legal and financial services provided by outside consultants on the basis of submitted invoices;
- Publication and other out of pocket expenses.

1.3. Bills for Administrative Costs shall be considered delivered upon personal delivery to the Owner, or upon mailing or emailing to the Owner at the following address:

Deal Family Trust
5701 County Rd HH
Barneveld, WI 53507

1.4. Owner shall pay the Administrative Costs within thirty (30) days of the time when the Village delivers its bill. Failure to do so entitles the Village to add the charges to the Real Estate Taxes as a Special charge. Bills outstanding for more than 30 days shall accrue interest at a rate of 1.5% per month.

1.5. Owner acknowledges and understands that the legal, engineering, planning, financial or other professional consultants retained by the Village are acting exclusively on behalf of the Village and not Owner.

1.6. Owner warrants and represents to the Village that Owner owns the Property, or has a contractual right to acquire the Property.

2.1. Violation of this Agreement, including but not limited to failure to pay amounts when due or failure to deposit amounts required under this Section 2, shall entitle the Village to suspend processing the proposed Development.

2.2. The remedies provided in this Agreement are cumulative and not exclusive and shall be in addition to, and not in lieu of, any other remedies available to the Village at law or in equity.

SECTION 3. TERMINATION

3.1. This Agreement shall terminate upon (a) final rejection of the Development, (b) execution of a final or replacement development agreement, or (c) Village receipt of a written statement from the Owner withdrawing the Development from further consideration.

3.2. The obligation of Owner to reimburse the Village for “Administrative Costs” incurred to and including the date of termination and the Village's rights and remedies to enforce such reimbursement shall survive the termination of this Agreement.

SECTION 4. NO VESTED RIGHTS GRANTED BY THIS AGREEMENT

4.1 Nothing in this Agreement is intended to relieve, nor shall it be construed as relieving, or in any way satisfying other obligations, procedures or requirements pertaining to the annexation, division, zoning, development, or other matters relating to the Property. Furthermore, this Agreement does not bind the Village to approve any request, petition, application or other matter relating to the Property.

IN WITNESS WHEREOF, the parties have executed this Cost Reimbursement Agreement.

By _____

(Print Name/Title)

VILLAGE OF BARNEVELD

By _____
_____, Village President

By _____
_____, Village Clerk

ATTACHMENTS

Attachment A – Description of the Property

ATTACHMENT A

DESCRIPTION OF PROPERTY

DESCRIPTION

A parcel of land located in the SE 1/4 of the NE 1/4 of Section 9, T6N, R5E, Village of Barneveld, Iowa County, WI., to wit:

Commencing at the E 1/4 corner of said Section 9, thence N0°21'40"E, 268.22'; thence S75°22'30"W, 61.05' to the point of beginning, said point also being on the N'ly right of way line of US Hwy 18 and 151; thence continuing S75°22'30"W, 197.00'; thence S84°51'05"W, 106.10' to the SE corner of Lot 1 of Aschilman Commercial Park to the Village of Barneveld; thence N9°09'48"W, 270.05'; thence N80°50'12"E, 301.95'; thence S9°09'48"E, 258.73' to the point of beginning. Parcel contain 81,553 sq. ft. (1.8722 acres), more or less. Parcel is subject to a temporary culdesac easement near the NE corner thereof.

Jean Ann Swenson

To: Joanne Deal
Subject: Board of Appeals Meeting to be canceled per Village Lawyers Advice

Hi Joann and Steve,

Unfortunately the Village has been advised by our lawyers that per our Village Ordinance we do not permit zero lot line outside of R-2 Multiple-Family Residential District. They are also concerned about the unintended consequences of granting a variance given that one of the lots is in the TID and the other is not. Building across lot line is not possible. The Village will reimburse you the \$100.00 dollars you paid with the application. Our lawyers suggested you may want to explore amending the TID's boundaries to exclude your parcel. Michelle had asked our engineers about this and they said it would be time consuming and costly. If this is something you would want to do the lawyers suggested you would need to enter into a reimbursement agreement with the Village to pay the costs as we cannot **asked** the Village of Barneveld tax payers to pay for this. So sorry but a variance is not something the Village can legally do. I went ahead and set up the meeting initially so as to not waste time if it was possible while waiting for our lawyers response.

Thanks,
Jean Ann

Jean Ann Swenson
Deputy Clerk Treasurer
Village of Barneveld
PH – 608-924-6861
Fax – 608-924-3056
Email – barneveld2@mhtc.net
Pop. – 1256
<http://barneveldwi.com>

Jean Ann Swenson

From: Laura Callan <LCallan@staffordlaw.com>
Sent: Thursday, September 29, 2022 12:49 PM
To: 'Jean Ann Swenson'
Cc: 'barneveld'; 'John Forbes'; jtforbes
Subject: RE: [External] - QUESTION - REGARDING TIF PARCEL IN VILLAGE - VARIANCE REQUEST - ASAP
Attachments: 3VE1063-Cost Reimbursement Agreement (form).docx

We suggest asking the property owner to enter into a reimbursement agreement. (Sample form attached.)
Laura

P.S. For avoidance of doubt as you move in a new direction, the property owner should withdraw the variance application.

STAFFORD ROSENBAUM LLP	Laura Callan LCallan@staffordlaw.com 608.259.2644 222 West Washington Avenue, Suite 900 P.O. Box 1784 Madison, Wisconsin 53701-1784 www.staffordlaw.com Stafford Blogs Profile
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From: Jean Ann Swenson <barneveld2@mhtc.net>
Sent: Thursday, September 29, 2022 11:28 AM
To: Laura Callan <LCallan@staffordlaw.com>
Cc: 'barneveld' <barneveld@mhtc.net>; 'John Forbes' <jforbes@mhtc.net>; jtforbes <jtforbes@charter.net>
Subject: RE: [External] - QUESTION - REGARDING TIF PARCEL IN VILLAGE - VARIANCE REQUEST - ASAP

Laura,

Thank you. So Michelle and I are thinking per your reply that we should not even hold a variance meeting for this and the landowner can either apply for a PUD on the lot or the TID boundaries need to be amended. Is this something we could charge the land owner for(changing the boundaries in the TID) since we have been told this would be time consuming and costly?

Thanks for your help,
Jean Ann

From: Laura Callan <LCallan@staffordlaw.com>
Sent: Thursday, September 29, 2022 11:01 AM
To: 'Jean Ann Swenson' <barneveld2@mhtc.net>
Cc: 'barneveld' <barneveld@mhtc.net>
Subject: RE: [External] - QUESTION - REGARDING TIF PARCEL IN VILLAGE - VARIANCE REQUEST - ASAP

Jean Ann-

The Village's ordinances do not permit zero lot line development outside the R-2 Multiple-Family Residential District. Matt and I spoke again and we have concerns about attempting to approve this application as a variance to the set back requirements on both lots (to allow the encroachment of the connector). It is difficult to see how the property owner will be able to meet the legal standard for an area variance based on our understanding of the facts. We're also concerned about the unintended consequences of granting a variance given that one of the lots is in the TID and another is outside the TID and the likely challenges the variance would pose for the assessor.

Laura

STAFFORD
ROSENBAUM
LLP

Laura Callan
LCallan@staffordlaw.com | 608.259.2644 |
222 West Washington Avenue, Suite 900
P.O. Box 1784 | Madison, Wisconsin 53701-1784
www.staffordlaw.com | [Stafford Blogs](#) | [Profile](#) |

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From: Jean Ann Swenson <barneveld2@mhtc.net>
Sent: Monday, September 26, 2022 3:16 PM
To: Laura Callan <LCallan@staffordlaw.com>
Cc: 'barneveld' <barneveld@mhtc.net>
Subject: RE: [External] - QUESTION - REGARDING TIF PARCEL IN VILLAGE - VARIANCE REQUEST - ASAP

Hi Laura.....the highlighted area is wrong.....the property owner wants a variance for zero lot line to construct a passageway from existing Fairway & Greene Building.....which is **NOT** in the TID to build across lot line to lot that **IS** in the TID. Can this passageway be built across the lot line...from non-TID Building to TID empty Lot.

Thanks,
Jean Ann

From: Laura Callan <LCallan@staffordlaw.com>
Sent: Sunday, September 25, 2022 2:13 PM
To: 'Jean Ann Swenson' <barneveld2@mhtc.net>
Cc: barneveld <barneveld@mhtc.net>
Subject: RE: [External] - QUESTION - REGARDING TIF PARCEL IN VILLAGE - VARIANCE REQUEST - ASAP

Jean Ann-

I spoke with Matt Dregne about the property owner's application for a variance to section 280.29 D. (setting the minimum side setback requirement in the B-2 district at 10 feet) to accommodate the owner's plans to construct a new "connected" warehouse on a lot adjacent to a lot improved with an existing warehouse and located within a TID. We understand that, without a territory addition amendment to the TID, it's not possible to create a zero-lot line lot since the lot to be improved is outside the TID and the improved lot is within the TID.

The standard for granting an area variance is high both under law and the Village's ordinance (s. 280.74). The law allows local zoning boards discretion to grant variances in particular cases where the literal application of zoning regulations would result in unnecessary hardship not justified by the underlying purposes of the ordinance in question. Importantly, an unnecessary hardship cannot be self-created; it must be based on conditions unique to the property rather than considerations personal to the property owner. In the context of a set back variance, an "unnecessary hardship" exists when compliance with the strict letter of the restrictions governing set backs would unreasonably prevent the owner from using the property for a permitted purpose or would render conformity with such restrictions unnecessarily burdensome. Whether this standard can be met in this case depends upon a consideration of the purpose of the zoning restriction in question, its effect on the property, and the effect of a proposed variance on the neighborhood and larger public interest. The property owner bears the burden of establishing unnecessary hardship.

Given the challenges this standard poses, the Village may wish to explore with the property owner two alternatives to the variance request.

First, the owner may wish to apply for a planned unit development of the lot under s. 280-36. Second, the owner and the Village may wish to explore amending the TID's boundaries to include the to-be-improved parcel. (This assumes a territory addition amendment is available, that is, that the TID is not distressed and that the Village has not completed four previous changes to the TID boundaries.)

Please feel free to contact me if you have any additional questions or concerns regarding this matter.

Laura

STAFFORD	Laura Callan
ROSENBAUM	LCallan@staffordlaw.com 608.259.2644
LLP	222 West Washington Avenue, Suite 900
	P.O. Box 1784 Madison, Wisconsin 53701-1784
	www.staffordlaw.com Stafford Blogs Profile

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From: Jean Ann Swenson <barneveld2@mhtc.net>
Sent: Monday, September 19, 2022 10:31 AM
To: Laura Callan <LCallan@staffordlaw.com>
Cc: barneveld <barneveld@mhtc.net>
Subject: [External] - QUESTION - REGARDING TIF PARCEL IN VILLAGE - VARIANCE REQUEST - ASAP

Good morning Laura,

I am starting to set up a meeting for our Board of Appeals Committee but need to confirm that we could give him a variance to combine the 3 parcels including the parcel in the TIF? I have attached the application and a copy of our BOA application. Our Committee has not met for 12 years and have never granted a variance since I have been here..... This is the problem. Steve Deal has 3 parcels he wants to combine and build on at Commerce Street to extend Fairway and Green's building but the end parcel is in TIF #1 and prevents him from combining the 3 lots on a CSM. He has now applied for a variance. Just want to make sure we could even do that? TIF #1 will close in 2026 I believe. It would prove a hardship if it would have to come out of the TIF to do this as we have been told this would be an expensive process. Any insight would be helpful.

Thank you,
Jean Ann

Jean Ann Swenson
Deputy Clerk Treasurer
Village of Barneveld
PH – 608-924-6861
Fax – 608-924-3056
Email – barneveld2@mhtc.net
Pop. – 1256
<http://barneveldwi.com>



Professional Services Agreement

MSA Project Number: R00142056

This AGREEMENT (Agreement) is made today October 12, 2022, by and between VILLAGE OF BARNEVELD (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: TID #1 Subtraction Amendment

The scope of the work authorized is: See attached scope

The schedule to perform the work is:

Approximate Start Date: November 1, 2022

Approximate Completion Date: October 31, 2023

The estimated fee for the work is: \$9,500

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

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

VILLAGE OF BARNEVELD

John Forbes
Village President
Date: _____

403 East County Highway ID
Barneveld, WI 53507
Phone: (608) 924-6861
Fax: (608) 924-3056

MSA PROFESSIONAL SERVICES, INC.

Rob Uphoff, P.E.
Vice President
Date: 10/17/2022

1230 South Boulevard
Baraboo, WI 53913
Phone: (608) 355-8948
Fax: (608) 356-2770

OWNER ATTEST:

Michelle Walker
Village Clerk

Date: _____

ATTACHMENT A: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 80 – \$140/hr.
Architects	\$ 65 – \$190/hr.
Community Development Specialists	\$125 – \$150/hr.
Digital Design	\$150 – \$170/hr.
Environmental Scientists/Hydrogeologists	\$100 – \$150/hr.
Geographic Information Systems (GIS)	\$ 80 – \$170/hr.
Housing Administration	\$ 80 – \$140/hr.
Inspectors/Zoning Administrators	\$ 95 – \$120/hr.
IT Support	\$150 – \$170/hr.
Land Surveying	\$ 85 – \$170/hr.
Landscape Designers & Architects	\$ 85 – \$190/hr.
Municipal Advisor	\$150 – \$190/hr.
Planners	\$ 90 – \$150/hr.
Principals	\$170 – \$300/hr.
Professional Engineers/Designers of Engineering Systems	\$130 – \$170/hr.
Project Managers	\$135 – \$230/hr.
Real Estate Professionals	\$120 – \$130/hr.
Staff Engineers	\$ 65 – \$120/hr.
Technicians	\$ 85 – \$130/hr.
Wastewater Treatment Plant Operator	\$ 75 – \$ 90/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.20/page
Plots	\$0.015/sq.in.
Flash Drive	\$10
GPS Equipment	\$30/hour
Laser Level	\$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70 mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	\$40/hour
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	\$30/hour
Drone Flight	\$390/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2022.

ATTACHMENT B: SCOPE OF SERVICES
TIF District #1 Subtraction Amendment

SECTION 1 BASIC SERVICES

MSA agrees to provide planning services for the amendment of TID No. 1 (hereinafter referred to as the PROJECT) required under Wisconsin Statutes 66.1105, including but not limited to the following:

- 1.1: Conduct the required Plan Commission public hearing and Village Board approval meeting.
- 1.2: 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 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: Document the blight status of parcels in a proposed TID (if applicable).
- 3.2: Maintenance and administrative services to the OWNER in conjunction with the TIF Project Plan after approval by the DOR.
- 3.3: Assist in the negotiation and implementation of private development incentives, including the preparation of Developer's Agreements.
- 3.4: Additional meetings beyond those identified under Basic Services
- 3.5: Any other services not identified under Basic Services.
- 3.6: 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 an estimated fee of \$9,500 as indicated.
- 5.2: Definitions:
 - (1) The Direct Wages used as a basis for payment mean salaries and wages paid to all personnel engaged directly on the Project.
 - (2) 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

1. 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.

2. 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 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. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

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

14. 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.

15. 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.

Michelle Walker

From: Mike Weier <barneveldshop@mhtc.net>
Sent: Monday, October 24, 2022 7:52 AM
To: Michelle Walker
Subject: Fwd: Barneveld WWTF - Weir Gate & Bar Screen Scope
Attachments: image001.png; Untitled attachment 00245.htm; image002.png; Untitled attachment 00248.htm; image003.png; Untitled attachment 00251.htm; image004.jpg; Untitled attachment 00254.htm; Barneveld FRP Stop Gates Proposal 10-10-22.pdf; Untitled attachment 00257.htm

Sent from my iPhone

Begin forwarded message:

From: Sheri Scott <sscott@msa-ps.com>
Date: October 20, 2022 at 2:28:36 PM CDT
To: "Mike Weier (barneveldshop@mhtc.net)" <barneveldshop@mhtc.net>, Rob Uphoff <Ruphoff@msa-ps.com>
Cc: Matt Castillo <mcastillo@msa-ps.com>, MacKenzie Phillips <mphillips@msa-ps.com>, Sheri Scott <sscott@msa-ps.com>
Subject: Barneveld WWTF - Weir Gate & Bar Screen Scope

Hi Mike,

Attached is the revised proposal MZ provided to us. There are some changes to the costs since we obtained the quotes from the 3 the contractors earlier this year.

1. Gates – prices increased by \$2,821 since they provided the quote to us in April 2022. The supplier says they had a price increase.
2. The cost for the bar screen and installation remained the same.
3. The labor cost to install the gates remained the same.
4. Contractor added 15% markup to their costs. When we talked to them earlier this year, we said they would be owner procured gates. They are taking on liability and spending time procuring the gates so I feel it is justified. 15% markup is considered a standard value.
5. Previous total was \$48,000. New cost increased to \$58,444.15.

In order to proceed, the Contractor would like the scope of work signed. Should we plan to talk to the Board about this to make sure they are comfortable with the cost change and get this signed?

Thank you!
Sheri

Proposal

MZ CONSTRUCTION, INC.

285 N. Center Street

P.O. Box 60

Livingston, WI 53553

Phone: (608) 341-0578

Fax: (888) 729-2308

Proposal Submitted To MSA Professional Services, Inc.	Date October 10, 2022
Street	Job Name WWTF - Weir Gate Replacement & Bar Screen
City, State & Zip Code	Job Location Barneveld, Wisconsin
Attn: Sheri Scott	Job Number

We hereby submit specifications and estimates for: Barneveld Weir Gate Replacement & Bar Screen Installation

Removal of the existing gates and frames
Installation of the new gates and frames
Remove and install bar screen
Labor & Material

Bar Screen	\$2,000.00
FRP Stop Gates	\$37,821.00
Labor & Equipment	\$11,000.00
15% Contractors Markup	\$7,623.15

Total: \$58,444.15

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be excluded only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____



Curtis Zimmerman <mzconstruction396@gmail.com>

Barneveld FRP Stop Gate Lead Time

Rich Knoelke <rknoelke@mulcahyshaw.com>

Fri, Oct 7, 2022 at 11:35 AM

To: "MZ Construction, Inc." <mzconstruction396@gmail.com>, Thomas Mulcahy <thomas.mulcahy@mulcahyshaw.com>

Cc: Ryan Mulcahy <rmulcahy@mulcahyshaw.com>

Janice,

There has been a price increase since last April. Please see the attached Revision 2 quotation with current pricing for the Barneveld WWTP project.

The new price for the equipment (\$35,463) plus the freight (\$2,358) is **\$37,821.00**

Current lead-times for stop gates are 10 – 12 weeks for drawings and 16 – 18 weeks for production after approved drawings. If we figure 2-3 weeks for the engineer to approve the submittals, that would be a total lead time of 28-33 weeks after the order is placed.

Rich

[Quoted text hidden]

 **FGS Plasti-Fab Quote 210415103 Rev2.pdf**
239K

Fiber Glass Systems | NOV Completion & Production Solutions

Fiber Glass Systems, L.P.
5985 South 6th Way
Ridgefield, WA 98642
Phone: (360) 887-3580
Fax: (360) 887-3577
Email: Damon.Quint@nov.com
Web: www.Plasti-Fab.com

Quote

Account Manager:
Mike Keegan
Manager Regional Sales
503-970-07589
Mike.Keegan@nov.com

Prepared by:
Damon Quint

Mulcahy Shaw Water

Date: 10/05/2022

Attn: Rich Knoelke

Project: Barneveld WWTP Stop Gates – WI

Quotation Number: 210415103 Rev2

Qty	Description	Price	Total
2	Composite FRP Stop Gate 4'-0" wide x 3'-1" high with: Single v-notch 90-degree 1'-6" cut-out (2) stainless steel lifting handles		
2	Composite FRP Stop Gate 4'-0" wide x 3'-1" high with: Double v-notch 90-degree (2) stainless steel lifting handles		
2	Composite FRP Stop Gate 4'-0" wide x 3'-1" high with: (2) stainless steel lifting handles		
3	Composite FRP surface mounted guide frame 4'-0" wide x 3'-1" high with: EPDM side mounted J-seals and flush bottom seal T-304 stainless steel anchor bolts		
1	Composite FRP Stop Gate 3'-6" wide x 3'-1" high with: Single v-notch 90-degree (2) stainless steel lifting handles		
Clarifications: 1) Storage racks and spare parts not included. 2) Unit pricing based on quantities and sizes stated above. Change in quantity will prompt a re-quote.			
NET Subtotal			\$35,463.00
Estimated Freight PP&A (WI)			\$2,358.00

Terms: Unless otherwise specified, Fiber Glass Systems standard terms are NET 30, contingent upon credit approval.

Exclusions:

- Installation, grouting and concrete.
- Fasteners, anchor hardware and adhesive not expressly stated above.
- Appurtenances, fittings, supports, and materials not expressly stated above.
- Controls and operators not expressly stated above.
- Spare parts not expressly stated above.
- NSF-61 compliant components not expressly stated above.
- Site visitation for any reason, including start-up and validation.
- Shop testing and field testing.
- Seismic and PE stamped calculations.

O&M Manuals: When requested, 1 electronic copy only will be provided. Hard copies not included.

Prints: All orders require approval prints. Prints will be sent to customer within **10 - 12** weeks (based on current backlog) of order placement or credit approval, whichever is later. Please confirm schedules at time of order placement.

Production & Shipping: Production will be **16 - 18** weeks after approval of prints, not including day of approval receipt, weekends or Holidays. Delivery schedule contingent upon credit approval. Fiber Glass Systems reserves the right to ship increments and invoice per payment terms accordingly. Schedules are based on current shop loads and are subject to prior commitments.

Validity: The price for item(s) quoted is valid for 7 days, freight rate is valid for 7 days, at which time Fiber Glass Systems reserves the right to requote.

Prices: The prices and lead times in this quotation are based on current working rates and supplier prices. In the event of any changes Fiber Glass Systems reserves the right to withdraw or amend this quote.

Surcharge: All orders are subject to material surcharge. The percentage amount will be decided at time of submittal release to production.

Freight: Freight is Pre-paid & Add at invoice. Freight Estimate provided at Buyer request.

Shipment: Unless otherwise agreed to by Seller in writing, the Goods sold hereunder shall be delivered to Buyer FCA Seller's premises per Incoterms 2020.

Open Credit Account: Fiber Glass Systems reserves the right to approve or disapprove any request for credit in its sole discretion. The amount of credit extended to Buyer will be determined by Fiber Glass Systems and may vary from time to time. Buyer waives notice of any change in Buyer's credit limit. Buyer agrees to timely payment of any and all invoices, charges, fees and costs incurred on Buyer's account.

Buyer must complete, sign and return Fiber Glass Systems credit application Form to establish open credit account with Fiber Glass Systems. Credit will be extended by Fiber Glass Systems, to Buyer based on the information provided in the credit application and agreement. Buyer represents and warrants to Fiber Glass Systems, that all information and financial documents provided to Fiber Glass Systems are true and correct. Buyer expressly authorize Fiber Glass Systems, to check Buyer's credit background. This may include obtaining a credit report from a credit reporting agency, requesting information from Buyer's bank or inquiring directly with Buyer's creditors.

Taxes, Duties & Export Fees: Taxes, duties and export fees are not included on this quote. Upon receipt of Purchase Order, please forward either your Tax Resale No, or Exemption Certificate. Taxes are the responsibility of the BUYER.

Escalation: The quoted price is subject to escalation if the shipment date exceeds 180 days (6 months) from the Purchase Order Date. The proposal shall remain firm subject to specific escalation provisions contained in the proposal. In the event of increases in the price of raw materials to Fiber Glass Systems in excess of 10%, as determined by the PPI industrial chemicals index, during the course of the project, the price of the balance of the project shall be escalated in direct proportion to the PPI industrial chemicals index, increase.

AIS: Per the EPA's 3-20-14 Final Guidance information, and per additional valve/gate follow-up information presented by the EPA, slide/sluiice/stop gates are not "listed products" and are not considered construction material, so they are therefore exempt from AIS requirements.

Terms & Conditions: All orders are subject to Fiber Glass Systems Terms and Conditions attached.

Quotation: The equipment quoted above is based upon:

- 1) Information received, not including Specifications or Contract Drawings
- 2) Contract Drawings
- 3) Specifications
- 4) Additional information provided during Engineer Consultation

This quotation is only for the equipment specifically listed above and does not include any additional items referred to, inferred or assumed to be included by any specification, correspondence or conversation.

Purchase Orders: Issuance of a purchase order by Buyer shall be deemed an acceptance of Fiber Glass Systems Terms and Conditions. By signing the quote, Buyer agrees and is bound by Fiber Glass Systems Terms and Conditions.

Fiber Glass Systems, L.P.
5985 South 6th Way
Ridgefield, WA 98642



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(3)

Professional Services Agreement

MSA Project Number: R00142057.0

This AGREEMENT (Agreement) is made today _____, 2022 by and between VILLAGE OF BARNEVELD (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: WPDES Permit Renewal (2022)

The scope of the work authorized is: Provide professional services required to develop and submit WPDES permit renewal application to the WDNR. (See Attached Appendix B).

The schedule to perform the work is:

Approximate Start Date: October 2022

Approximate Completion Date: December 2022

The estimated fee for the work is: \$3,500

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

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

VILLAGE OF BARNEVELD

John Forbes
Village President
Date: _____

403 East County Highway ID
Barneveld, WI 53507
Phone: (608) 924-6861
Fax: (608) 924-3056

MSA PROFESSIONAL SERVICES, INC.

Rob Uphoff, P.E.
Vice President
Date: 10/17/2022

1230 South Boulevard
Baraboo, WI 53913
Phone: (608) 355-8948
Fax: (608) 356-2770

OWNER ATTEST:

Michelle Walker
Village Clerk

Date: _____

ATTACHMENT A: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 80 – \$140/hr.
Architects	\$ 65 – \$190/hr.
Community Development Specialists	\$125 – \$150/hr.
Digital Design	\$150 – \$170/hr.
Environmental Scientists/Hydrogeologists	\$100 – \$150/hr.
Geographic Information Systems (GIS)	\$ 80 – \$170/hr.
Housing Administration	\$ 80 – \$140/hr.
Inspectors/Zoning Administrators	\$ 95 – \$120/hr.
IT Support	\$150 – \$170/hr.
Land Surveying	\$ 85 – \$170/hr.
Landscape Designers & Architects	\$ 85 – \$190/hr.
Municipal Advisor	\$150 – \$190/hr.
Planners	\$ 90 – \$150/hr.
Principals	\$170 – \$300/hr.
Professional Engineers/Designers of Engineering Systems	\$130 – \$170/hr.
Project Managers	\$135 – \$230/hr.
Real Estate Professionals	\$120 – \$130/hr.
Staff Engineers	\$ 65 – \$120/hr.
Technicians	\$ 85 – \$130/hr.
Wastewater Treatment Plant Operator	\$ 75 – \$ 90/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.20/page
Plots	\$0.015/sq.in.
Flash Drive	\$10
GPS Equipment	\$30/hour
Laser Level	\$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70 mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	\$40/hour
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	\$30/hour
Drone Flight	\$390/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2022.

PROJECT UNDERSTANDING

MSA Professional Services Inc. (MSA) will provide engineering assistance in preparing an electronic application for the renewal of the Village's WPDES permit. MSA will submit the WPDES permit renewal application to the Village for review prior to electronic submittal the WDNR and provide assistance to the Village staff with the submittal to the final permit renewal application to the WDNR, as needed.

SCOPE OF WORK

- Prepare electronic application for renewal of the Village's WPDES Permit
 - Review historical performance of the WWTF
 - Provide application to the Village for review prior to submittal
 - Assist the Village with the electronic submittal

DELIVERABLES

- Electronic Permit Application

ADDITIONAL SERVICES

- Excluded from the proposed scope of services, but available upon request
 - On-site or Virtual Meetings.
 - Location and identification of property boundaries.
 - Sampling and Lab fees
 - Additional field reviews

**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 document, 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 any 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.



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(4)

Professional Services Agreement

MSA Project Number:

This AGREEMENT (Agreement) is made today _____, 2022 by and between VILLAGE OF BARNEVELD (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Well #3 and Related Facilities

The scope of the work authorized is: See Exhibit 1

The schedule to perform the work is:

Approximate Start Date: January 2022
Approximate Completion Date: June 2024

The estimated fee for the work is: \$373,300

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

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

VILLAGE OF BARNEVELD

John Forbes
Village President
Date: _____

402 East County Highway ID
Barneveld, WI 53507
Phone: (608) 924-6861

MSA PROFESSIONAL SERVICES, INC.

Rob Uphoff, P.E.
Vice President
Date: _____

1230 South Boulevard
Baraboo, WI 53913
Phone: (608) 355-8948
Fax: (608) 356-2770

ATTEST:

Michelle Walker
Clerk
Date: _____

ATTACHMENT A: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 80 – \$140/hr.
Architects	\$ 65 – \$190/hr.
Community Development Specialists	\$125 – \$150/hr.
Digital Design	\$150 – \$170/hr.
Environmental Scientists/Hydrogeologists	\$100 – \$150/hr.
Geographic Information Systems (GIS)	\$ 80 – \$170/hr.
Housing Administration	\$ 80 – \$140/hr.
Inspectors/Zoning Administrators	\$ 95 – \$120/hr.
IT Support	\$150 – \$170/hr.
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Project Managers	\$135 – \$230/hr.
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Staff Engineers	\$ 65 – \$120/hr.
Technicians	\$ 85 – \$130/hr.
Wastewater Treatment Plant Operator	\$ 75 – \$ 90/hr.

REIMBURSABLE EXPENSES

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Specs/Reports	\$10
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Plots	\$0.015/sq.in.
Flash Drive	\$10
GPS Equipment	\$30/hour
Laser Level	\$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70 mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	\$40/hour
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	\$30/hour
Drone Flight	\$390/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2022.

EXHIBIT 1: Scope of Services

Engineering Scope - General

Design, bidding, construction, and post-construction services for final well, wellhouse facilities, and related improvements as defined in Article 1, Paragraph 1.01. All work will be performed in conformance with the standards stipulated by the Engineers Joint Contract Document Committee and published jointly by the American Consulting Engineer Council and the National Society of Professional Engineers.

Final Well Design and Bidding

- Project Management and internal quality control reviews
- Summarize test well pumping results and forward to Owner and Wisconsin Department of Natural Resources (DNR) for review
- Prepare specifications and details for final well and submit to WDNR for review
- Prepare bidding documents
- Correspondence with Owner throughout design and bidding
- Prepare advertisement for bids and provide to Village for advertising
 - *Note: Advertising costs will be invoiced directly to Owner*
- Distribute bidding documents to prospective bidders
- Respond to Contractor questions during bidding phase and issue one (1) addendum
- Attend and conduct bid opening online
- Prepare bid tabulation, evaluate bids, and make recommendation to Owner
- Prepare contract documents for execution by Owner and Contractor
- Reimbursables (mileage, copies, submittal fees)

Final Well Construction Related Services

- Project management and internal quality control reviews
- Attend and conduct preconstruction meeting; prepare minutes and distribute
- Perform one-time construction staking for final well and wellhouse building corners
- Review shop drawings
- Provide periodic construction observation (40 hrs. on-site estimated) and documentation
- Process pay applications (3) and change order requests (2)
- Preparation for and attendance at Owner meetings to provide updates (2 assumed)
 - Attend Village Board meetings (2 assumed)
- Evaluate final well test pumping results; finalize pump selection
- Prepare "punch" list of required corrections before final close-out and issue certificate of substantial completion
- Prepare record drawing and provide to Owner in electronic pdf format
- Reimbursables (mileage, copies, submittal fees)

Vortex Coordination and Site Acquisition/Easements

- Assist Owner with finalizing land acquisition with property owner, including meetings and correspondence, and coordination with legal
 - Preparation of certified survey map
 - Preparation of easement and/or descriptions for parcel transfer
- Correspondence with Owner and Vortex to provide updates and discuss general design details

- Attend meetings with Vortex to review project requirements (2 assumed)

Wellhouse & Reservoir Design

- Project Management and internal Quality Control Reviews
- Meet with Owner and revisit MSA's "Wellhouse Design Checklist" (2 meetings)
- Attend Owner Meetings to provide project update and obtain approvals (2 meetings assumed)
- Correspondence with Owner to provide updates and discuss general design details
- Additional topographic survey of site and base map development
- Prepare plans and specifications for a final wellhouse facility which includes the design of the following:
 - *Final Site/grading plan*
 - *Landscaping plan*
 - *Erosion Control plan*
 - *Architectural*
 - *Mechanical, heating, ventilating, and plumbing systems*
 - *Process mechanical and booster pumps*
 - *Chemical feed systems*
 - *Cast-in-place concrete ground reservoir*
 - *Electrical, emergency power, and control systems*
 - *Connecting water main and sanitary sewer*
 - *Stormwater conveyance and treatment*
- Prepare specifications and bidding documents for wellhouse, ground reservoir and related facilities
- Coordination with electric, fiber optic and natural gas utilities
- Prepare cost estimate for well, wellhouse and related facilities
- Review final plans, specifications, and bidding documents with Owner.
- Prepare request for construction authorization to PSC on behalf of the Owner, including follow-up correspondence.
- Submit plans, specifications, and checklists to WDNR on behalf of the Owner for the following:
 - Wellhouse building
 - Chemical feed
 - Well pump
 - Booster pumps
 - Storage Reservoir
 - Water Main Extension
 - Respond and revise plans, permits, specifications and other documents based on review comments from WDNR.
- Prepare and Submit Storm water NOI/Permitting to
 - DNR
 - Village
- Prepare and Submit Sanitary Sewer Extension permit application
- Prepare and submit Building/HVAC permit to the Department of Safety and Professional Services (DSPS)
- Coordinate Village Building permit (to be submitted by Contractor)
- Coordinate Wellhead Protection Plan (WHPP)
 - *(Note: WHPP to be completed by Wisconsin Rural Water Association.)*
- Reimbursables (mileage, copies, submittal fees)

Wellhouse & Reservoir Bidding

- Prepare advertisement for bids and provide to Village for advertising.
 - *Note: Advertising costs will be invoiced directly to Owner.*
- Distribute electronic plans/specifications to statewide "plan rooms".
- Solicit prospective bidders utilizing the Quest electronic bidding network.
- Correspondence with prospective bidders and material supplier questions during project advertising period.
- Prepare and distribute addenda to plan holders (two assumed)
- Conduct electronic bid opening at MSA office.
- Review bids and prepare bid tabulation.
- Make recommendation to Owner on contractor selection and prepare contract documents for execution by Owner and Contractor.
- Attend meeting to present bidding results (1 assumed)
- Prepare and distribute construction contract documents
- Reimbursables (mileage, copies, submittal fees)
-

Wellhouse & Reservoir Construction Related Services

- Project management and internal quality control reviews
- Preparation for and attendance at Owner meetings to provide updates (4 assumed)
- Attend and conduct preconstruction meeting; prepare minutes and distribute.
- Attend and conduct masonry preconstruction meeting; prepare minutes and distribute.
- Prepare "Construction Document" set of plans and specifications based on bid addenda
- Review shop drawings and submittals
- Review and process pay applications (10 assumed)
- Coordinate and process change order requests (4 assumed)
- Perform construction staking for wellhouse, water main and sanitary sewer.(3 trips assumed)
- Provide periodic construction observation and documentation for major items throughout the project (220 hours on-site estimated plus travel).
- Correspondence with Contractor to discuss progress and construction details
- Correspondence and written monthly updates to Owner
- Witness generator and wellhouse start-up, and evaluate test results
- Start-up review for new well pump, motor, controls, and related facilities
- Prepare "punch" list of required corrections before final close-out. This will include a project walk-thru with the Owner, Contractor(s) and MSA
- Review manufacturer's operation and maintenance manuals
- Prepare record drawings and provide to Owner in electronic pdf format.
- Notify Owner at 11-months after substantial completion and perform follow-up warranty inspection.
- Reimbursables (mileage, copies, submittal fees)

Additional Services

The following additional services are not included in the Scope of Basic Services, but are available at standard billing rates upon request:

- Publishing costs for public notices (including Advertisement for Bids).

- Wellhead Protection Plan preparation
- Additional Meetings
- Additional Construction Observation
- Utility Map Updates
- Wetland and/or flood plain delineations
- Soil borings, subsurface soil investigation, or geophysical exploration other than assistance with procurement of these services.
- Environmental Assessments and Environmental Impact Statements
- Archaeological & historical site investigations
- Assistance with funding applications and administration (i.e., Safe Drinking Water Loan Program)

Owner's Responsibilities

Owner's responsibilities include the following:

- Provide requested information and documentation for the existing water system
- Provide primary contact with property owner
- Conduct negotiations with property owner
- Publishing costs for public notices, including Advertisement for Bids

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

1. **Scope and Fee.** The quoted fees and scope of services constitute a good faith estimate of the fees and tasks required to perform the services as defined in Exhibit 1. 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 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. **Owner's Responsibilities.** OWNER shall provide MSA with information and data needed by MSA to perform the scope of services, including but not limited to design objectives, performance requirements, budgetary sources and limitations, previously completed reports or designs, and other pertinent information regarding the site or adjacent properties.
3. **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.
4. **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, 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 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.
8. **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, 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. **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.
11. **Construction Site Visits.** If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Ex. 1 – 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

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

27. **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.

28. **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.



10.
(6)

Professional Services Agreement

MSA Project Number:

This AGREEMENT (Agreement) is made today _____ by and between VILLAGE OF BARNEVELD (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Village of Barneveld SDW Application and Administration

The scope of the work authorized is: See attachment B

The schedule to perform the work is: Approximate Start Date: 01/01/2023
Approximate Completion Date: TBD

The estimated fee for the work is:

Application:	\$12,500
2 nd Application:	\$3,000
Administration:	\$15,700
Labor Standards:	<u>\$7,500</u>
Total:	\$38,700

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

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

VILLAGE OF BARNEVELD

John Forbes
President
Date: _____

403 E County D
Barneveld, WI 53507
Phone: 608-924-3056

MSA PROFESSIONAL SERVICES, INC.

Brittney Mitchell
Brittney Mitchell
Team Leader
Date: 10/13/2022

1230 South Blvd
Baraboo, WI 53913
Phone: 608-356-2771

ATTACHMENT A: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 80 – \$140/hr.
Architects	\$ 65 – \$190/hr.
Community Development Specialists	\$125 – \$150/hr.
Digital Design	\$150 – \$170/hr.
Environmental Scientists/Hydrogeologists	\$100 – \$150/hr.
Geographic Information Systems (GIS)	\$ 80 – \$170/hr.
Housing Administration	\$ 80 – \$140/hr.
Inspectors/Zoning Administrators	\$ 95 – \$120/hr.
IT Support	\$150 – \$170/hr.
Land Surveying	\$ 85 – \$170/hr.
Landscape Designers & Architects	\$ 85 – \$190/hr.
Municipal Advisor	\$150 – \$190/hr.
Planners	\$ 90 – \$150/hr.
Principals	\$170 – \$300/hr.
Professional Engineers/Designers of Engineering Systems	\$130 – \$170/hr.
Project Managers	\$135 – \$230/hr.
Real Estate Professionals	\$120 – \$130/hr.
Staff Engineers	\$ 65 – \$120/hr.
Technicians	\$ 85 – \$130/hr.
Wastewater Treatment Plant Operator	\$ 75 – \$ 90/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.20/page
Plots	\$0.015/sq.in.
Flash Drive	\$10
GPS Equipment	\$30/hour
Laser Level	\$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70 mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	\$40/hour
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	\$30/hour
Drone Flight	\$390/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2022.

Attachment B
Scope of Services

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

Working in conjunction with the Village of Barneveld (OWNER), MSA agrees to provide services for the preparation of an application for a SDWLP Application to Department of Natural Resources, SDWLP Administration, and Wage Rate Monitoring

SECTION 1: SDWLP Application Assistance **Estimated Fee: \$12,500**
Additional Application Estimated Fee: \$3,000

1A: SDWLP APPLICATION – MSA RESPONSIBILITIES

MSA agrees to assist the OWNER with loan application preparation services including the following:

1. Assess the fundability of the project using WDNR Priority Scoring as a guideline
2. Meet with Owner to compile the necessary documentation required for a complete application (one site visit assumed)
3. Provide funding program coordination with other funds
4. Prepare and submit Endangered Resources Review request on behalf of the Owner
5. Prepare and submit SHPO Comment and Consultation on a Federal Undertaking request on behalf of the Owner
6. Complete SDWLP Application and submit on behalf of the Owner on or before the June 30th deadline (application submittal is not a guarantee of a loan award), including the following documentation:
 - Completed Safe Drinking Water Loan Application including:
 - Detailed Project Budget
 - Detailed Non-Core Costs Budget
 - Detailed Debt Information
 - Detailed General Municipal Info
 - Detailed User (and adjusted user) Information
 - Four Year Revenue & Expenditure Projection
 - Four Year Operation & Maintenance (O&M) Costs
 - Replacement Fund Analysis and Schedule Options
 - Detailed Info on Refinancing of Existing Water Debt
 - Engineering Report Approval Documentation (MSA or owner provided)
 - Green Project Reserve (if applicable)
 - Information from MA regarding User Charge impact estimates* (see "Owner's Responsibilities", below)
 - Resolutions (Authorized Representative & Reimbursement Resolutions as adopted by Village Board)
 - All MSA Contracts

- Owner Provided Documentation including:
 - Proposed (or Actual) Intermunicipal Agreement*
 - User Charge System (current and any projected rate updates*)
 - Water Use Ordinance*
 - Contracts with System Users*
 - Past 2 years Municipal Budgets and Audited Financials
 - Past 2 years Water Utility Budgets (and Audited Financials, if separate)
 - All outstanding Water Revenue Bonds and Amortization Schedules
 - Latest Official Statement
 - Contracts for other Professional Services
 - Information on Other Funding Sources*
 - Debt Instrument to Be Refinanced (Interim Financing Document/Note)
 - Bidding Documentation (if available at time of application)*
- 7. Work with the Owner and the WDNR to compile the necessary documentation required for SDWLP post-application submittals

SECTION 1B: SDWLP Application – Owner’s Responsibilities

The OWNER will:

- 1 Provide requested information and documentation complete and in a timely manner.
- 2 Work with and inform MSA regarding interim financing, accounts related to the project or funds, other projects or funding in process or projected.
- 3 Seek and retain Bond Council as required.
- 4 Provide land opinion by Attorney as required.
- 5 Prepare the rate file case study and update water rates as necessary to PSC prior to loan closing.

SECTION 2: SDWLP Loan Administration

Estimated Fee: \$15,700

MSA agrees to assist the OWNER with loan administration services including the following:

1. Work with the Owner and the WDNR to compile the necessary documentation required for SDWLP loan closing(s):
 - Updated budget(s) to include all costs for loans
 - DBE compliance and all bidding documentation for project(s)
 - All award documentation and executed construction contract(s) for project(s)
 - Updated construction schedule
 - Disbursement request, along with all corresponding invoices
 - Use of American Iron and Steel Certification
 - WDNR Form 8700-201 Federal Equivalency Projects Assurances and Certification if needed
 - Ensure DNR has all corresponding Plan and Spec Approval letters for project
 - Final documentation of Green Project Reserve as needed
 - Proof of final user charge adoption for water rates (if necessary)
 - Intermunicipal Agreement (if applicable)

- Title and Deed, and cashed check for any applicable land purchase
 - Statement of Payoff amount (if project has interim financing)
 - Legal Opinion from Village attorney regarding 20-year ownership of all land involved in project(s)
 - Facilitate any necessary coordination between other funding sources to allow SDWLP to correctly understand all funding sources and amounts listed on project budgets.
2. Provide administrative services as required after loan closings. Establish and maintain SDWLP Administration Files
 - Application files and required documentation
 - Financial Assistance Agreement contracts
 - Financial management/disbursements
 - Environmental review
 - Change Orders and Misc. Purchases (as approved by DNR)
 - Project closeout file
 - General correspondence files
 - Labor standards files (see above for detail regarding monitoring)
 3. Work with the Owner and the WDNR through loan close-out at the end of the project.

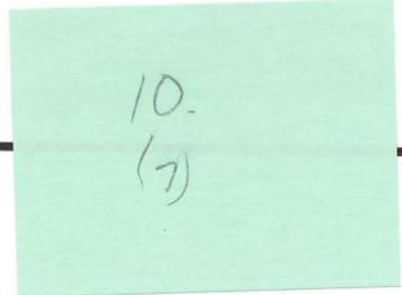
SECTION 3: Provide Federal Labor Standards Monitoring for Construction Project(s)

Estimated Fee: \$7,500

1. Serve as Labor Standards Officer on behalf of Owner
2. Secure/utilize current federal wage rate schedules, per SDWLP requirements
3. Include (or provide for inclusion if requested) all applicable federal labor standards information in all bidding specifications and contract documents
4. Conduct required pre-construction conference and review wage requirements, funding processes and procedures, and payment procedures per all funding agencies as it relates to construction
5. Assist Owner with on-the-job employee interviews (HUD Form 11) and compare interviews to payrolls received; follow up on discrepancies between interviews and payroll documents
6. Review contractor & all sub-contractor payroll records for Davis-Bacon wage rate compliance on a weekly basis during construction:
 - a. Verify signed Certificate of Compliance attached to Payroll report
 - b. Verify that payroll reports include the following:
 - i. Name and Address of employees
 - ii. Employee Identification number
 - iii. Federal classification
 - iv. Base wage hourly amount
 - v. Fringe benefit hourly amount
 - vi. Standard Deductions
 - vii. Other Deductions (with explanations)
 - viii. Identified Apprentice(s) and current level in certified program

- c. Verify receipt of required attachments to the payrolls:
 - i. Union Wage Sheet, or Documentation of Approved Fringe Plan(s), i.e. name, address, phone number, and frequency of deposit on behalf of employees
 - ii. Authorization of "Other" deductions, i.e. Child Support orders, signed plan/insurance/savings enrollment sheets
 - iii. Apprentice Contracts and corresponding Union Contract including ratios of journeymen to apprentices
- 6. Assist Owner in resolving labor standards compliance issues

Michelle Walker



From: Mike Weier <barneveldshop@mhtc.net>
Sent: Monday, October 24, 2022 11:12 AM
To: Michelle Walker
Subject: Fwd: GPS and GIS Map Updates on the WWTF Outfall
Attachments: image001.png; Untitled attachment 00495.htm; image002.png; Untitled attachment 00498.htm; image003.png; Untitled attachment 00501.htm; image004.jpg; Untitled attachment 00504.htm; GIS Tech Services Contract.pdf; Untitled attachment 00507.htm

Sent from my iPhone

Begin forwarded message:

From: Todd Halvorson <thalvorson@msa-ps.com>
Date: October 20, 2022 at 2:09:47 PM CDT
To: Mike Weier <barneveldshop@mhtc.net>
Subject: GPS and GIS Map Updates on the WWTF Outfall

Hi Mike

Just talking with Jeremy Hellenbrand and I hear you're having some issues with the WWTF outfall pipe and manholes.

I think ideally if we go through the effort to GPS and we should bring that into the GIS system mapping as well>

I don't have a GIS tech services contract with the Village of GIS maintenance and updates but this is the type of item that fits.

The GIS Tech contracts are hourly and designed to cover the small items.

They cover routine base map updates, keeping the system running, training or specific Map/GPS/GIS requests.

Parcel updates, Wall Maps, Mobile App training, or even your Lead Service Line Inventory we need to discuss! 😊

In some situations such as this and when a client requests it, we set up a special Phase to cover a specific effort.

We work out the scope and then I provide an estimate for you to approve. The time for that invoiced to that effort.

In this case – WWTF Outfall Pipe GPS and GIS Mapping.

Then all the GPS shots are in the GIS system which you can use to find the manholes with your phone using the mobile app in the field.

I heard McGann is cleaning the Main as well (televising?) and we can attach any reports in a PDF to the pipe as well

If you have the free Mobile App called Field Maps downloaded on your Phone, You could preliminary collect the manhole locations. These are not real accurate but would help Jeremy locate them better to GPS them.

I took the liberty of including a GIS Tech services contract for your review to help expedite this need.

Regards

Todd



**Professional
Services Agreement**
MSA Project Number: R00142058

This AGREEMENT (Agreement) is made today October 19, 2022 by and between VILLAGE OF BARNEVELD (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Barneveld GIS Tech Services

The scope of the work authorized is: Provide GIS system technical support services for the Village GIS mapping system. These services may include system and layer maintenance, map updates, printing, GPS- field work services, GIS training and project or system assistance as requested. MSA will provide estimates upon request for Village approval.

The schedule to perform the work is: Approximate Start Date: October 24, 2022
Approximate Completion Date: December 31, 2023

The estimated fee for the work is: \$2,500

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

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

VILLAGE OF BARNEVELD, WI

MSA PROFESSIONAL SERVICES, INC.

John Forbes
Village President
Date: _____

403 CTH D
Barneveld, WI 53507
Phone: 608-924-6861
Fax: 608-924-3056

Michelle Walker
Village Clerk
Date: _____

Todd D. Halvorson
Todd Halvorson
Sr. GIS Solutions Administrator
Date: _____

1230 South Blvd
Baraboo, WI 53913
Phone: 608-356-2771
Fax: 608-356-2770

Date: _____

ATTACHMENT A: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 80 – \$140/hr.
Architects	\$ 65 – \$190/hr.
Community Development Specialists	\$125 – \$150/hr.
Digital Design.....	\$150 – \$170/hr.
Environmental Scientists/Hydrogeologists.....	\$100 – \$150/hr.
Geographic Information Systems (GIS).....	\$ 80 – \$170/hr.
Housing Administration	\$ 80 – \$140/hr.
Inspectors/Zoning Administrators	\$ 95 – \$120/hr.
IT Support.....	\$150 – \$170/hr.
Land Surveying.....	\$ 85 – \$170/hr.
Landscape Designers & Architects.....	\$ 85 – \$190/hr.
Municipal Advisor.....	\$150 – \$190/hr.
Planners.....	\$ 90 – \$150/hr.
Principals	\$170 – \$300/hr.
Professional Engineers/Designers of Engineering Systems	\$130 – \$170/hr.
Project Managers.....	\$135 – \$230/hr.
Real Estate Professionals	\$120 – \$130/hr.
Staff Engineers	\$ 65 – \$120/hr.
Technicians.....	\$ 85 – \$130/hr.
Wastewater Treatment Plant Operator	\$ 75 – \$ 90/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports.....	\$10
Copies.....	\$0.20/page
Plots.....	\$0.015/sq.in.
Flash Drive	\$10
GPS Equipment	\$30/hour
Laser Level	\$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle.....	\$0.70 mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment.....	\$40/hour
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing.....	At cost
Geodimeter	\$30/hour
Drone Flight	\$390/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2022.



Memo

10.
(8)

To: Michelle Walker, Village Clerk, Village of Barneveld
From: Jeremy Hellenbrand, Engineer Technician, MSA Professional Services jh
Subject: 2022 Street Reconstruction Project, Pay Application #3 & Change Order #1
Date: November 2, 2022

Attached is Rule Construction's third pay request for the aforementioned project. The quantities represent work completed. I recommend payment of **\$237,269.66**, the amount requested.

Also is attached Change Order #1 for review for the same project. One water service on the project was found to be 1-1/2 inch in diameter. This addresses the cost increase for this service.

Please consider both items for the agenda for the next Village Board meeting.

Do not hesitate to contact me with any questions. I can be reached at 608-220-5337.



3

10/24/2022

.....

MSA

142049

Application For Payment
Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

- | | | |
|--|----|--------------|
| 1. ORIGINAL CONTRACT PRICE..... | \$ | \$645,507.51 |
| 2. Net change by Change Orders..... | \$ | |
| 3. Current Contract Price (Line 1 + 2)..... | \$ | \$645,507.51 |
| 4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... | \$ | \$457,485.45 |
| 5. RETAINAGE: | | |
| a. 2.5% X \$457,485.45 Work Completed..... | \$ | \$11,437.14 |
| b. X Stored Material..... | \$ | |
| c. Total Retainage (Line 5.a + Line 5.b)..... | \$ | \$11,437.14 |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... | \$ | \$446,048.31 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... | \$ | \$208,778.65 |
| 8. AMOUNT DUE THIS APPLICATION..... | \$ | \$237,269.66 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE | | |
| (Column G total on Progress Estimates + Line 5c above)..... | \$ | \$199,459.20 |

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature _____
By: _____

Date: _____

10/24/2022

Approved by:

is approved by:

(Owner)

(Date)

Funding or Financing Entity (if applicable)

(Date)

HJCDC® C-620 Contractor's Application for Payment

Progress Estimate - Unit Price Work

For (Contract): 142049

Contractor's Application

Application Period: 9-20-22 to 10-20-22

Application Number: 3

Application Date: 10/24/2022

A											
Item		Contract Information				B	C	D	E	F	
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
PROPOSAL 1 - Base Bid											
1	Mobilization, Bonds and Insurance										
2	Erosion Control	1	L.S.	\$10,000.00	\$10,000.00	1.00	\$10,000.00		\$10,000.00	100.0%	
3	Clearing and Grubbing	1	L.S.	\$1,500.00	\$1,500.00	1	\$1,500.00		\$1,500.00	100.0%	
4	Turf Restoration	1	L.S.	\$750.00	\$750.00	1	\$750.00		\$750.00	100.0%	
5	Traffic Control	1	L.S.	\$14,400.00	\$14,400.00	0.95	\$13,680.00		\$13,680.00	95.0%	\$720.00
6	Rock Excavation	1	L.S.	\$2,000.00	\$2,000.00	0.95	\$1,900.00		\$1,900.00	95.0%	\$100.00
7	Imported Granular Backfill	325	C.Y.	\$20.00	\$6,500.00	192	\$3,840.00		\$3,840.00	59.1%	\$2,660.00
8	Silt Fence	1300	Ton	\$12.00	\$15,600.00						\$15,600.00
9	Inlet Protection, Type D	500	L.F.	\$2.00	\$1,000.00	500	\$1,000.00		\$1,000.00	100.0%	
10	Erosion Mat, Class 1, Type B	12	Ea.	\$100.00	\$1,200.00	12	\$1,200.00		\$1,200.00	100.0%	
11	Sanitary Cleanout	250	S.Y.	\$2.00	\$500.00	250	\$500.00		\$500.00	100.0%	
12	Wye, PVC, 8-inch X 6-inch	1	Ea.	\$1,600.00	\$1,600.00						\$1,600.00
13	Sanitary Lateral, PVC, 6-inch	1	Ea.	\$200.00	\$200.00						\$200.00
14	Sanitary Sewer Spot Repair	80	L.F.	\$40.00	\$3,200.00						\$3,200.00
15	Utility Line Opening	2	Ea.	\$3,500.00	\$7,000.00	1	\$3,500.00		\$3,500.00	50.0%	\$3,500.00
16	Water Main, 8-inch	2	Ea.	\$1,000.00	\$2,000.00						\$2,000.00
17	Water Main, 8-inch	1300	L.F.	\$110.00	\$143,000.00	1000	\$110,000.00		\$110,000.00	76.9%	\$33,000.00
18	Valve and Box, 8-inch	40	L.F.	\$92.50	\$3,700.00	28	\$2,590.00		\$2,590.00	70.0%	\$1,110.00
19	Curb Stop, Box, Corp. & Reconnect, 1-inch	8	Ea.	\$2,500.00	\$20,000.00	8	\$20,000.00		\$20,000.00	100.0%	\$630.00
20	Water Service, Copper, 1-inch	10	Ea.	\$630.00	\$6,300.00	9	\$5,670.00		\$5,670.00	90.0%	\$630.00
21	Valve and Box, 6-inch	300	L.F.	\$55.00	\$16,500.00	230.5	\$12,677.50		\$12,677.50	76.8%	\$3,822.50
22	Cross, 8-inch	2	Ea.	\$2,016.00	\$4,032.00	2	\$4,032.00		\$4,032.00	100.0%	
23	Tee, 8-inch x 8-inch	1	Ea.	\$1,080.00	\$1,080.00	1	\$1,080.00		\$1,080.00	100.0%	
24	Tee, 8-inch x 8-inch	1	Ea.	\$765.00	\$765.00	3	\$2,295.00		\$2,295.00	300.0%	-\$1,530.00
25	Band, 8-inch	2	Ea.	\$686.00	\$1,390.00	2	\$1,390.00		\$1,390.00	100.0%	
26	Reducer, 8-inch x 6-inch	4	Ea.	\$465.00	\$1,860.00	5	\$2,325.00		\$2,325.00	125.0%	-\$465.00
27	Hydrant	2	Ea.	\$417.00	\$834.00	3	\$1,251.00		\$1,251.00	150.0%	-\$417.00
28	Temporary Water Service	2	Ea.	\$5,000.00	\$10,000.00	2	\$10,000.00		\$10,000.00	100.0%	
29	Connect to Existing Water Main	1	Ea.	\$0.01	\$0.01						\$0.01
30	Abandon Water Main	4	Ea.	\$1,000.00	\$4,000.00	4	\$4,000.00		\$4,000.00	100.0%	
		1	Ea.	\$500.00	\$500.00	1	\$500.00		\$500.00	100.0%	

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): 142049

Application Number: 3

Application Period: 9-20-22 to 10-20-22

Application Date: 10/24/2022

Item		Contract Information			B		C	D	E	F	
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
31	Storm Sewer, HDPE, 15-inch	150	L.F.	\$77.00	\$11,550.00	139	\$10,703.00		\$10,703.00	92.7%	\$847.00
32	Storm Sewer, HDPE, 12-inch	280	L.F.	\$71.00	\$20,590.00	281	\$19,951.00		\$19,951.00	96.9%	\$639.00
33	Storm Inlets, 2' x 3'	5	Ea.	\$2,800.00	\$14,000.00	5	\$14,000.00		\$14,000.00	100.0%	
34	Connect to Existing Storm Structure	1	Ea.	\$800.00	\$800.00	1	\$800.00		\$800.00	100.0%	
35	Adjust Existing Inlet Casting	4	Ea.	\$500.00	\$2,000.00	4	\$2,000.00		\$2,000.00	100.0%	
36	Adjust Sanitary Manholes	3	Ea.	\$1,400.00	\$7,000.00						\$7,000.00
37	Unclassified Excavation	1	L.S.	\$40,500.00	\$40,500.00	1	\$40,500.00		\$40,500.00	100.0%	
38	Salvage and Reinstall Existing Pavement	3550	S.Y.	\$7.00	\$24,850.00	3357	\$23,499.00		\$23,499.00	94.6%	\$1,351.00
39	Curb and Gutter Removal	2550	L.F.	\$2.00	\$5,100.00	2550	\$5,100.00		\$5,100.00	100.0%	
40	Concrete Flatwork Removal	3400	S.F.	\$1.00	\$3,400.00	3400	\$3,400.00		\$3,400.00	100.0%	
41	Dense Graded Base	3900	Ton	\$13.00	\$50,700.00	3900	\$50,700.00		\$50,700.00	100.0%	
42	Geotextile Fabric, Type HP 370	4500	S.Y.	\$3.90	\$17,550.00	4500	\$17,550.00		\$17,550.00	100.0%	
43	Excavation Below Subgrade	150	C.Y.	\$40.00	\$6,000.00						\$6,000.00
44	Asphaltic Concrete Pavement	775	Ton	\$88.00	\$68,200.00						\$68,200.00
45	Base Preparation for Asphalt Pavement	1	L.S.	\$4,800.00	\$4,800.00	0.5	\$2,400.00		\$2,400.00	50.0%	\$2,400.00
46	Concrete Sidewalk/Driveway, 6-inch	1500	S.F.	\$6.00	\$9,000.00	1012	\$6,072.00		\$6,072.00	67.5%	\$2,928.00
47	Concrete Sidewalk, 4-inch	600	S.F.	\$7.00	\$4,200.00	209	\$1,463.00		\$1,463.00	34.8%	\$2,737.00
48	Curb and Gutter, 30-inch	2075	L.F.	\$14.50	\$30,087.50	2301.3	\$33,368.85		\$33,368.85	110.9%	-\$3,281.35
49	Sawcut Asphalt Pavement	550	L.F.	\$2.00	\$1,100.00	460	\$920.00		\$920.00	83.6%	\$180.00
50	Sawcut Concrete Pavement	125	L.F.	\$3.00	\$375.00	155.7	\$467.10		\$467.10	124.6%	-\$92.10
51	Detectable Warning Fields	48	S.F.	\$52.00	\$2,496.00	8	\$416.00		\$416.00	16.7%	\$2,080.00
52	Stone Tracking Pad	100	S.Y.	\$10.00	\$1,000.00						\$1,000.00
Totals - Proposal 1 - Base Bid					\$606,707.51		\$448,988.45		\$448,988.45	74.0%	\$157,719.06
PROPOSAL 1 - Bid Alternate B (City Hall)											
B1	Mobilization, Bonds, Insurance	1	L.S.	\$1,000.00	\$1,000.00	0.5	\$500.00		\$500.00	50.0%	\$500.00
B2	Sawcut Asphalt Pavement	700	L.F.	\$2.00	\$1,400.00	506.5	\$1,013.00		\$1,013.00	72.4%	\$387.00
B3	Remove Asphalt Pavement	400	S.Y.	\$5.00	\$2,000.00						\$2,000.00
B4	Base Preparation for Asphalt Pavement	1	L.S.	\$1,500.00	\$1,500.00						\$1,500.00
B5	Asphaltic Concrete Pavement	100	Tons	\$100.00	\$10,000.00						\$10,000.00
Totals - Proposal 1 - Bid Alternate B					\$15,900.00		\$1,513.00		\$1,513.00	9.5%	\$14,387.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): 142049

Application Number: 3

Application Period: 9-20-22 to 10-20-22

Application Date: 10/24/2022

A												B	C	D	E	F		
Item		Contract Information																
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)							
	PROPOSAL 1 - Bid Alternate C (Quail Ridge)																	
C1	Mobilization, Bonds, Insurance	1 L.S.		\$1,000.00	\$1,000.00	0.5	\$500.00		\$500.00	50.0%	\$500.00							
C2	Erosion Control	1 L.S.		\$1,000.00	\$1,000.00						\$1,000.00							
C3	Traffic Control	1 L.S.		\$2,000.00	\$2,000.00	0.5	\$1,000.00		\$1,000.00	50.0%	\$1,000.00							
C4	Full Valve Box Replacement	4 Ea.		\$1,250.00	\$5,000.00	3	\$3,750.00		\$3,750.00	75.0%	\$1,250.00							
C5	Manhole Adjustment	1 Ea.		\$1,400.00	\$1,400.00	1	\$1,400.00		\$1,400.00	100.0%								
C6	Pavement Removal	1 L.S.		\$2,100.00	\$2,100.00						\$2,100.00							
C7	Sawcut Pavement	150 L.F.		\$2.00	\$300.00	167	\$334.00		\$334.00	111.3%	-\$34.00							
C8	Dense Graded Base Course (1-1/4-inch)	20 Ton		\$20.00	\$400.00						\$400.00							
C9	Base Preparation for Asphalt	1 L.S.		\$1,500.00	\$1,500.00						\$1,500.00							
C10	Asphaltic Concrete Pavement (3.5-inch, 2 Lifts)	82 Tons		\$100.00	\$8,200.00						\$8,200.00							
Totals - Proposal 1 - Bid Alternate C					\$22,900.00		\$6,984.00		\$6,984.00	30.5%	\$15,916.00							

Totals - Proposal 1 - Base Bid					\$606,707.51		\$448,988.45		\$448,988.45		\$157,719.06													
Totals - Proposal 1 - Bid Alternate B					\$15,900.00		\$1,513.00		\$1,513.00		\$14,387.00													
Totals - Proposal 1 - Bid Alternate C					\$22,900.00		\$6,984.00		\$6,984.00		\$15,916.00													

Totals - Base Bid, Alternate B, and Alternate C					\$645,507.51		\$457,485.45		\$457,485.45		\$188,022.06													
---	--	--	--	--	--------------	--	--------------	--	--------------	--	--------------	--	--	--	--	--	--	--	--	--	--	--	--	--

Change Order

No. 1

Date of Issuance: 11/02/22

Effective Date: 11/02/22

Project: Barneveld 2022 Street Reconst.	Owner: Village of Barneveld	Owner's Contract No.:
Contract: Village of Barneveld – 2022 Wood Jones Garfield Streets Reconstruction		Date of Contract: March 28, 2022
Contractor: Rule Construction		Engineer's Project No.: 00142049

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Water service was found in field to be 1-1/2 inch. Additional cost for 1-1/2 inch copper water service.

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$645,507.51

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____

\$0

Contract Price prior to this Change Order:

\$645,507.51

Increase of this Change Order:

\$3,960.00

Contract Price incorporating this Change Order:

\$649,467.51

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 11/2/22
Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

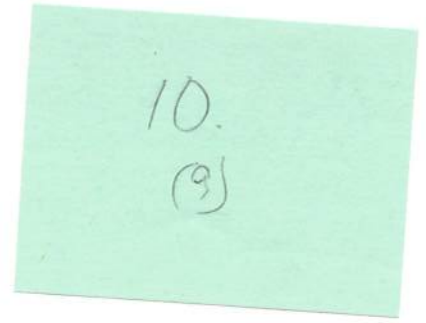
Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 11/2/22

Date: _____



November 1, 2022

The Village Board
Barneveld Water Utility
Barneveld, WI 53507

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide for the Village of Barneveld Water Utility.

We will apply the agreed-upon procedures listed in the attached appendix that were specified and agreed to by the Village Board of the Village of Barneveld. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures performed or to be performed is solely the responsibility of the Village of Barneveld. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which the agreed-upon procedures report has been requested or for any other purpose.

Because the agreed-upon procedures listed in the attached appendix do not constitute an examination or review, we will not express an opinion or conclusion on the Water Utility Rate Case. In addition, we have no obligation to perform any procedures beyond those listed in the attached appendix.

If, for any reason, we are unable to complete any of the procedures, we will describe any restrictions on the performance of the procedures, or withdraw from this engagement.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the Water Rate Case that come to our attention.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

Shawn Roelli, CPA is the engagement partner and is responsible for supervising the engagement.

Our fees for these services will be billed at our standard hourly rates except that we agree that our gross fee including expenses will not exceed the following range:

Service	Fee
Completion of Application to Increase Water Rates	\$4,500-\$5,250
PSC Data Request, Review and Public Hearing	\$3,000-\$3,750
Total	\$7,500-\$9,000



The fee in the table above is based on a conventional one-step water rate case. Time required to complete a two-step water rate case that is above the fee stated in the table will be billed at our standard hourly rates.

The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed the rate case. You will be obligated to compensate us for all time expended through the date of termination.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Johnson Block & Company, Inc.

Johnson Block & Company, Inc.

RESPONSE:

This letter correctly sets forth the understanding of the Village of Barneveld.

By: _____
Title: _____
Date: _____

APPENDIX

Scope of Service

Phase I – Information Request and Review

- Request and review the following:
 - Current schedule of user rates (available on the PSC website).
 - A copy of the last completed user rate study, if applicable.
 - Annual audits for the past three years (we currently have this information)
 - Year to date actual expenses and revenues.
 - 2022 and 2023 Water Utility budgets.
 - PSC annual reports for the last three years (available on the PSC website)
 - Current annual debt service schedules for existing utility debt (we currently have this information).
 - Any available capital improvement plan documents
 - Detailed water billing records for the past 3 years showing billed water consumption by customer class and rate block for the water utility portion and number of customers by class and meter size within the utility.
 - Any available information on upcoming developments and population growth over the study of planning period that would increase the customer base and usage, or conversely any information on customers reducing usage or moving out of the municipality.
 - Current number of un-metered customers within the utility, if any.
 - Any available information on the planned user rate increases by the regional sewer facility.
 - List of 4 largest water users in each customer class (i.e. residential, commercial, industrial, public authority) including the name
 - The current number of private fire protections by the size of connection, if any.
 - For municipal financed utility plant in service and contributed plant in service, the 2022 and estimated 2023 asset additions, retirements and adjustments.
 - Current depreciation rates depreciation schedule including accumulated depreciation for utility financed plant (we currently have this information).
 - The current percentage allocated to the sewer utility's portion of meter costs and assets. (Usually the depreciation of the meters is split 50/50 between water and sewer) (we currently have this information).
 - Estimated materials and supplies inventory for 2022 and 2023, if any.
 - For 2022 and 2023 the number of feet of main and hydrants added and retired. Please classify additions and retirements as routine or major.

APPENDIX, Continued

Scope of Service, Continued

Phase II – Water Utility Rate Study

- Complete and Submit the Application to Increase Water Rates
 - Complete and submit all attachments of the PSC Water Rate application including:
 - Consumption of 4 largest customers by class over last 12 months
 - Detailed water consumption projections by rate block and customer class for the test year.
 - Number of water meters by meter size and customer class for the test year.
 - Projection of direct public fire protection revenues for test year.
 - Projection of private fire protection revenues for test year.
 - Project operating revenues for current year by customer class
 - Enter tax rate information and calculate PILOT payment for test year.
 - Enter 2022 and 2023 detailed expenses and explain any expense plus or minus 15-percent of the 3-year average.
 - For 2022 and 2023, enter utility plant in service and contributed plant in service asset additions and retirements.
 - Review and adjust the depreciation rates for all utility financed assets if applicable to be in line with PSC accepted depreciation rates.
 - Enter the annual interest payment and principal remaining on outstanding utility debt for the next 3-years.
 - Prepare a cash flow analysis for the test year and calculate the return on net investment rate base (ROI) adequate to finance the appropriate share of debt service, equipment replacement and capital outlay expenses.
 - Enter the number of feet of main and fire hydrants added and retired in 2022 and 2023.
 - Assist utility staff as needed with any follow up questions from PSC staff on the application
 - Review PSC Cost of Service Analysis and Proposed Rate Schedule for Test Year
 - We will review the cost of service analysis prepared by the PSC and proposed rate structure for the test year with municipal staff and identify any potential changes or issues with the proposed rates.
 - Preparation of Presentations
 - Upon request, attend at a Board meeting, or other designated meeting to present the study and proposed rate increase for the test year.
 - Represent the Village of Barneveld Water Utility at PSC required public hearing
 - Upon request, be present at the required telephonic public hearing and provide testimony in support of the proposed water rates for the test year on behalf of the Village.

Jean Ann Swenson

From: Shawn Roelli <SRoelli@johnsonblock.com>
Sent: Tuesday, November 1, 2022 10:32 AM
To: Michelle Walker (barneveld@mhtc.net); barneveld2@mhtc.net
Cc: Mikayla Bakken
Subject: Water Conventional Rate Case Proposal
Attachments: Barneveld Water Rate Case Proposal.pdf

Michelle and Jean Ann,

Attached is our proposal to assist with the water rate application and PSC review process. Please let me know if you have questions or if you'd like me to attend the Board meeting.

The contract is more formal than what has been done in the past as we're seeing a significant increase in the time required to prepare applications and particularly to respond to PSC data requests. Additionally, DNR and DOA staff typically review cases involving the Safe Drinking Water Fund Program. We would work with MSA as needed and respond to their inquiries.

As mentioned in my earlier email, the project will be funded mostly or possibly entirely by TID 2 so Water may not pay for the project. However, the project will increase water plant assets which will increase the revenue required to achieve the rate of return on the asset base. This is probably why the PSC and/or the DOA/DNR will encourage or require a rate increase.

The rate case will not be filed if the PSC, DNR and DOA don't require a rate increase or if the Village Board chooses not to do the project. The rate case contract only ensures everything stays on track in the event new rates are required. If you want to talk about any of this, please call anytime – 608-987-2206.

Thank you,



Shawn Roelli, CPA | Audit Partner
2500 Business Park Road, Suite #1
Mineral Point, WI 53565

office 608.987.2206 | fax 608.987.3391

e-mail sroelli@johnsonblock.com

[Click here to send files](#)



Your referrals are the highest compliment you can give us. New business is always welcome. Thank you!

[Visit our COVID-19 Resource Center.](#)

Jean Ann Swenson

From: Michelle Walker, Village Clerk, Barneveld <barneveld@mhtc.net>
Sent: Tuesday, November 1, 2022 9:28 AM
To: Jean Ann Swenson
Subject: Fwd: Barneveld-Well #3 & Related Facilities

Please add to agenda

Begin forwarded message:

From: Shawn Roelli <SRoelli@johnsonblock.com>
Date: November 1, 2022 at 9:15:28 AM CDT
To: "Michelle Walker (barneveld@mhtc.net)" <barneveld@mhtc.net>
Cc: Mikayla Bakken <MBakken@johnsonblock.com>
Subject: FW: Barneveld-Well #3 & Related Facilities

Hi Michelle,

I met with Rob and Brittney this morning. As part of PSC construction authorization, they believe the PSC could require a water rate increase. To ensure authorization and project funding move forward as seamlessly as possible, they suggested that I provide a water rate case contract. I will have the contract to you and Jean Ann this week with the hope that it will be on the 11/9/2022 agenda.

The project will be funded mostly (or possibly entirely) by TID 2 so Water won't have to pay for the project. However, the project will increase water plant assets which will increase the revenue required to achieve the rate of return on the asset base. This is likely why the PSC and/or the DOA/DNR will encourage or require a rate increase.

The rate case will not be filed if the PSC and DNR don't require a rate increase or if the Village Board chooses not to do the project. The rate case contract only ensures everything stays on track in the event new rates are required. This was MSA's primary reason for meeting today. If you want to talk about any of this, please feel free to call – 608-987-2206.

Thanks,
Shawn

From: Rob Uphoff [mailto:Ruphoff@msa-ps.com]
Sent: Monday, October 31, 2022 4:51 PM
To: Michelle Walker (barneveld@mhtc.net) <barneveld@mhtc.net>; Shawn Roelli <SRoelli@johnsonblock.com>; Mikayla Bakken <MBakken@johnsonblock.com>; Brittney Mitchell <bmittchell@msa-ps.com>
Subject: RE: Barneveld-Well #3 & Related Facilities

All:

Attached is the current estimate for the project. This estimate is slightly different than the last one presented to the Village in that it includes "past costs/efforts" already completed (engineering report for water system, well site investigation, test well plans/specifications, and test well construction).

MSA submitted a Intent to Apply (ITA) and Priority Evaluation Ranking Form (PERF) for the project last week for potential funding through the WDNR Safe Drinking Water Loan Program (SDWLP). This program allows for recouping "past costs/efforts" identified above.

Due to the scope of the project (well/wellhouse/booster & ground storage) there are two applications required. I split out the approximate cost for each project in the estimate. Once funded, the two projects would be combined into a single loan closing.

Currently, the Village would be eligible for 10% Principle Forgiveness (PF). That funding is contingent on the PERF score and ranking with respect to other projects in the State. The remainder of the project would be financed through a 20-year low-interest loan. Brittney can provide the estimated interest rate.

The timeline for submitting the complete application to WDNR is June 30, 2023.

In addition to SDWLP financing, the project is included in and eligible for TID assistance.

Look forward to our meeting tomorrow.

Thanks.



Rob Uphoff, PE | Vice President

MSA Professional Services, Inc.

100% Employee Owned

(608) 355-8948 (direct)

(608) 963-7403 (mobile)



-----Original Appointment-----

From: Rob Uphoff

Sent: Monday, October 24, 2022 1:58 PM

To: Rob Uphoff; Michelle Walker; Shawn Roelli; Mikayla Bakken; Brittney Mitchell (bmitchell@msa-ps.com)

Subject: Barneveld-Well #3 & Related Facilities

When: Tuesday, November 1, 2022 8:30 AM-9:30 AM (UTC-06:00) Central Time (US & Canada).

Where: Microsoft Teams Meeting

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 284 709 301 697

Passcode: tvodEQ

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 262-771-1345,412270054#](#) United States, Kenosha

Phone Conference ID: 412 270 054#

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Jean Ann Swenson

From: barneveldshop@mhtc.net
Sent: Wednesday, November 2, 2022 6:48 AM
To: 'Michelle Walker'; barneveld2@mhtc.net
Subject: ph tester

This needs to be added to board agenda DNR survey says we need to get a better PH tester

C:\Users\Barneveld Shop\OneDrive\Documents\Ph Tester.jpg

Mike Weier
Public Works Director
Village of Barneveld
(608)574-4593

13.
(2)



Please note, due to volume, carriers have advised of potential delays. We appreciate your patience during this unprecedented time.

800-548-1234

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Summary

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Part#: 44839

Weight: 12.0 lbs

Brand: Thermo Scientific Orion (<https://www.usabluebook.com/m-1432-thermo-scientific-orion.aspx>)

Orion STAR A211 pH Meter, Bench Top Kit with Triode

- Top-of-the-line features, but still easy to use
- Record up to 2000 data points with time/date stamp, sample ID and user ID

Price:

\$1,375.00 USD/Each

Need Help? Call 800-548-1234

These advanced benchtop pH/mV meters feature Thermo Scientific Orion quality. Meters have a large informative screen that lets you simultaneously view the reading, temperature, and meter and probe status icons. Simple button layout and onscreen messages make calibration and setup easy and fast.

Measure in either Continuous mode or AUTO-READ™ mode that locks in the stable reading on your screen. You can record up to 50 data points. When recording data points in AUTO-READ mode, measurements are automatically stored whenever the "READY" appears.

Easily calibrate pH using 1 to 5 buffers with NIST and DIN buffer recognition. Calibration date, values and slopes are stored in the Calibration Log for later review. Selectable visual and audible alarms alert you to measurements outside your set points. Plain-language screen prompts are available in 6 languages. The IP54-rated housing handles splashes, and can be wall-mounted to save space.

Meter kit includes: electrode arm/holder, universal power adapter, pH electrode, electrode storage bottle, 1-oz cleaning solution, 475-mL bottles of pH 4.01, 7.00, 10.00 buffers and storage solution, manual, and CD with reference guide. 3-year warranty on meter.

RELATED SEARCHES

[Wtw Ph 3210 Meter Only 2aa210 \(/P-328679-Wtw-Ph-3210-Meter-Only-2aa210.aspx\)](#)

RELATED CATEGORY

[Ph Testing Benchtop Instrumentation \(/C-1040.aspx\)](#) [Conductivity Meter \(/Theme/Conductivity-Meter\)](#)

[Hach Company Benchtop Kit \(/Theme/Hach-Company-Benchtop-Kit\)](#)

[Hach Company Orp Electrodes \(/Theme/Hach-Company-Orp-Electrodes\)](#)

RELATED PRODUCTS

[\(/p-336149-thermo-scientifictrade-oriontrade-versa-star-protrade-meter-with-2-phise-modules-vstar40b.aspx\)](#)



[\(/p-336149-thermo-scientifictrade-oriontrade-versa-star-protrade-meter-with-2-phise-modules-vstar40b.aspx\)](#)

[Thermo Scientific™ Orion™ Versa Star Pro™ Meter With \(/p-336149-thermo-scientifictrade-oriontrade-versa-star-protrade-meter-with-2-phise-modules-vstar40b.aspx\)](#)

[More Details \(/p-336149-thermo-scientifictrade-oriontrade-versa-star-protrade-meter-with-2-phise-modules-vstar40b.aspx\)](#)

[\(/n-354693-hach-sension-mm340-benchtop-meter-](#)

Jean Ann Swenson

From: barneveldshop@mhtc.net
Sent: Wednesday, November 2, 2022 6:44 AM
To: 'Michelle Walker'
Cc: barneveld2@mhtc.net
Subject: FW: Rewind and repair of dosing pump

13.
(3)

This needs to be added to the board agenda another pump went down at the sewer plant

From: Dan Westover <dwestover@lwallen.com>
Sent: Monday, October 31, 2022 10:36 AM
To: barneveldshop@mhtc.net
Subject: Rewind and repair of dosing pump

✓

Hello Mike, the rewind and rebuild of your Hydromatic 6" dosing pump with new seals, bearings, gaskets/O-rings, labor and reinstallation would come to \$7576.92

Let me know how we should proceed

Thank you

Dan Westover
Field Service Coordinator

Email: dwestover@lwallen.com
Phone: 16082101469;ext=1469
Cell: (608) 516-4096
Address: 4633 Tompkins Dr, Madison, WI 53716



www.lwallen.com

Disclaimer - Notice: Nothing contained in this e-mail shall be considered an acceptance or binding agreement. For SJE policy on binding agreements please go to our website www.sjeinc.com/terms-and-conditions

RESOLUTION 22-14

**Village of Barneveld
403 E County Hwy ID
Barneveld, WI 53507**

**A RESOLUTION FOR SETTING THE FEES FOR THE VILLAGE
OF BARNEVELD**

Fees

Chapter 80, Adult Entertainment.

- A. Adult entertainment license application: \$500
- B. Annual license fees.
 - (1) Establishment having a license for an adult bookstore/adult video store: \$2,000
 - (2) Establishment having a license for an adult theater:
 - (a) Having adult booths: \$40 for each booth; or
 - (b) Having a hall or auditorium: \$5 for each seat; or
 - (c) Having an area outdoors designed to permit viewing by customer seated in vehicles: \$5 for each parking space; or
 - (d) The total of the amounts above, or a minimum fee of \$2,000, whichever is greater.
 - (3) Adult motel: \$2,000
 - (4) An establishment having a license for an adult dancing establishment, \$2,000.
 - (5) Having a combination of Subsection B(1), (2)(a), (b), (c), (3) and/or (4), the cumulative license fee applicable to each under Subsection B(1), (2)(a), (b), (c), (3) and/or (4).
 - (6) Other adult establishment/establishments meeting the definition of adult entertainment establishment in § 80-7 but not fitting in categories listed above in Subsection B(1) through (5): \$2,000.
- C. Change in name of adult establishment: \$25 name-change fee.

Chapter 96, Brush, Grass and Weeds.

- A. Lawn mowing fee: \$100 per hour (minimum fee of \$100)

Chapter 170, Licenses and Permits.

A license shall be required for each of the following businesses or activities at the indicated license fee, which shall be for one year unless otherwise indicated.

- A. Fermented malt beverages.
 - (1) Class A retail: \$50
 - (2) Class B retail: \$100 per year.
 - (3) Picnic license: \$10 per license.
 - (4) Club license: \$5
 - (5) Wholesaler's: \$25
 - (6) Operator's: \$15 (Temporary Operator's \$0)
 - (7) Provisional license: \$15
- B. Intoxicating liquor:
 - (1) Retail Class A: \$200
 - (2) Retail Class B: \$500
- C. Direct sellers: \$50 per six months
- D. Cigarettes: \$25
- E. Dogs and cats. The license fee for a neutered and spayed dog or cat is \$5 and the license fee for an unneutered and unsplayed dog or cat is \$10. Any dog or cat license not paid by April 1 will have a \$5 late charge added to the license fee.
- F. Mobile home parks: \$100 for 50 spaces or a fraction of 50 spaces.

Chapter 178, Mobile Homes.

Mobile home park license: fee of \$100 for each 50 spaces or fraction of 50 spaces in existing or proposed park.

Chapter 203, Peace and Good Order.

Firearm discharge annual permit.

Landowner/tenant: no charge

Barneveld resident: \$5

Nonresident: \$10

Archery annual permit.

Individual: \$5

Family: \$5

Chapter 227 Special Events.

Special Event Fee; \$25

Chapter 234, Streets and Sidewalks.

Street opening permit: \$25

Street privilege permit: \$50

Chapter 241, Subdivision of Land.

Dedication of lands for parks and playgrounds, fee in lieu of park:

- A. \$500 per permitted residential dwelling unit created by such plat

District	Units	Per Lot
R-1	1	\$500
R-2	4	\$1,200

- B. If the subdivider of a lot designated R-2 residential zoning desires to build more units on the lot than is set forth on the above schedule, the developer shall pay the \$500 for each unit in excess of that listed on the schedule. Residential units approved on lots in other residential zoning districts shall also be assessed \$500 per unit.
- C. Submission of Certified Map, Preliminary Plat & Final Plat \$200 initial fee plus \$25 per lot and \$100 reapplication fee.

Chapter 262, Operation of Golf Carts.

Golf Cart Registration: \$25

Chapter 270, Water and Sewers.

- A. Water lateral installation charge.
3/4 inch or 1-inch copper water service: Actual cost
- B. Water used for flushing sewers, street sprinkling, flooding skating rinks, drinking fountains, etc.: where measurement is impossible, estimated quantity shall be billed at the rate of \$4.48 per 1,000 gallons.

Barneveld, V.

C. Sewer rates:

(1) There shall be charged to each user of the sewer system a sewer charge as follows:

(a) A minimum charge based on the size of water meter in service as per the following/schedule:

Meter Size	Monthly Fee as of 3-1-2016
5/8" and 3/4"	\$25.01
1"	\$62.54
1 1/2"	\$100.05
2"	\$200.10
Meter Size	Monthly Fee as of 3-6-2017
3"	\$350.00

(b) A variable charged based on the amount of water consumed will be charged as follows: \$6.44 per 1,000 gallons as of 3-1-2016.

(c) An initial connection fee to the sewer in the amount of \$1,200.

(2) A 1 1/2% penalty per month will be added to those bills not paid on or before the 20th day after the due date of the bill with a \$1.50 minimum penalty charge. A \$15 charge will be assessed for all non-sufficient fund checks received by the Village.

(3) Sewer Discount Rate for new landscaping and lawn repairs. Fee \$30.00

Chapter 280 Zoning

A. Application for land use change or conditional use: \$100 filing fee

Other Fees

A. Special Assessment Letter - \$25

B. Copying of Public Records - \$0.25 per copied page

C. Birch Lake Shelter Rentals - \$50 per shelter plus \$50 refundable deposit

This resolution was duly considered and adopted by the Village of Barneveld pursuant to a vote of _____ for and _____ against on this 9th day of November, 2022.

John Forbes
Village President

ATTEST:

Michelle L. Walker
Clerk/Treasurer

VILLAGE OF BARNEVELD BOND SCHEDULE

10/11/2021

Ordinance # Description

Bond Amount

(Includes Circuit Court Costs)

046-5	Failing to Assist Peace Officer	\$	200.50
080-17 (2)	Operate adult establishment without license	\$	200.50
087-1	Violating Animal Sanitary Requirements	\$	200.50
087-2	Unlicensed Dog/Cat	\$	200.50
087-4(a)	Animal that habitually pursues a vehicle	\$	200.50
087-4(b)	Animal that assaults or attacks another person	\$	200.50
087-4©	Animal running at large	\$	200.50
087-4(d)	Animal that attacks or wounds another domestic animal	\$	200.50
087-5	Habitual Barking dogs/crying cats	\$	200.50
087-6	Failure to follow animal bite order	\$	200.50
087-7	Failure to remove animal feces from public area	\$	200.50
087-9	Failure to prevent animal from injuring another ones property	\$	200.50
96-1	Failure to mow weeds/grasses over 6 inches	\$	200.50
103-5	Construct Building without a permit	\$	200.50
103-12	Occupying an unsafe building	\$	200.50
103-14 (a)	Razing a structure without a permit	\$	200.50
103-15 (a)	Moving a structure without a permit	\$	200.50
103-18	Violating a stop work order by building inspector	\$	200.50
111-1	Selling cigarettes without a license	\$	200.50
111-4	Underage possession/consumption of Tobacco Products	\$	200.50
119-1	Direct Selling without a permit	\$	200.50
119-7	Violation of terms of direct sellers permit	\$	200.50
128-16	Erosion control permit violation	\$	200.50
153-2	Selling alcoholic beverages without a permit	\$	200.50
153-9	Violation of alcoholic beverages permit	\$	200.50
153-10	Violation of licensed establishment closing hours	\$	200.50
161-2	Truancy	\$	200.50
161-4	Dropouts	\$	200.50
161-5	Contributing to Truancy	\$	200.50
187-1	Public Nuisances	\$	200.50
196-1	Unlawful conduct in parks	\$	200.50
196-4	Snowmobiles in park	\$	200.50
196-5	Off road vehicles in park	\$	200.50
203-2 (a)	Discharge of firearms in village limits without permit	\$	263.50
203-2©	Open burning without approval of fire chief	\$	200.50
203-3(a)(5)	possession of marinuana under 25 grams	\$	200.50
203-3(a)(7)	Junk vehicles	\$	200.50
203-3(a)(27)	Trespass to Land	\$	200.50
203-3(a)(32)	Fraud on gas station/Hotel	\$	200.50
203-3(a)(44)	Lewd behavior	\$	200.50
203-3(a)(55)	Resisting/obstructing an officer	\$	200.50

202-3(a)(82)	Animal Abandonment	\$	200.5
203-4©	Indecent Conduct/Language	\$	200.5
203-5(A)	Destruction of Property	\$	200.5
203-5(b)	Littering	\$	200.5
203-7	Curfew Violation	\$	200.5
203-8	Loitering	\$	200.5
203-11	Possession of Drug Paraphernalia	\$	200.5
203-12	Open Intoxicants on streets and public property	\$	200.5
220-40	Violation of Solid waste requirements	\$	200.5
227-7	Special Events without a permit	\$	200.5
234-3	Construction of a sidewalk without a permit	\$	200.5
234-5	Obstructing and encroaching public right away	\$	200.5
234-6	Snow and Ice in public right away	\$	200.5
250-3	Keeping of Prohibited Trees	\$	200.5
258-7	Violation of ATV/UTV Operation Hours	\$	200.5
262-5	Alternate Side Parking	\$	25.0
262-7	72 hour parking restriction	\$	25.0
270-21	Mandatory hookup of water/sewer	\$	200.5

RESOLUTION 11-03
VILLAGE OF BARNEVELD
403 E. COUNTY HWY 10, BARNEVELD, WI 53507

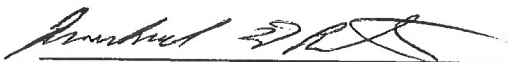
**A RESOLUTION AMENDING THE VILLAGE OF
BARNEVELD'S BUILDING INSPECTION FEE SCHEDULE**

WHEREAS, the Village of Barneveld has contracted with Vierbicher and Associates to conduct building inspection services, and

WHEREAS, the Board deems it beneficial to restructure the building permit fees;

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the Village of Barneveld, Iowa County, Wisconsin that the Building Inspection Fees will be amended to comply with the attached 2011 Fee Schedule.

Resolved this 7th day of March, 2011.



Michael D. Peterson
Village President

ATTEST:



Michelle L. Walker
Deputy Clerk/Treasurer

Approved: 3-7-11

Posted: 3-8-11

BUILDING INSPECTION 2011 FEE SCHEDULE

1. One & Two Family Dwellings

- A. New Structure and Additions – All Areas**.....\$ 0.12 per sq. ft. (\$100.00 min)
Note: Fees for manufactured dwellings with a Wisconsin insignia affixed, shall be charged 2/3 of the normal fee for any closed- panel manufactured areas and a full fee for site built areas.
PLUS
- **Mechanicals – All Areas**
 - Electrical\$0.05 per sq. ft.+ \$30.00 Base fee
 - Plumbing.....\$0.05 per sq. ft.+ \$30.00 Base fee
 - HVAC\$0.05 per sq. ft.+ \$30.00 Base fee
 - **State seal**\$37.00
 - **Erosion Control**.....\$75.00
- B. Remodels**..... \$7.00 per thousand of estimated cost (\$75.00 min)
- C. Accessory Structures**\$ 0.12 per sq. ft. all areas (\$50.00 min)
- D. Temporary Occupancy Permit**\$50.00
- E. Swimming Pools**\$40.00
- F. Miscellaneous Replacements**.....\$50.00
- G. Electrical Service Upgrade**.....\$75.00
- H. Outside Sewer and Water Laterals**\$75.00

2. Commercial Buildings

- A. New Structure and Additions-All Areas**.....\$0.13 per sq. ft. (\$75.00 min)
PLUS
- **Mechanicals**
 - Electrical\$0.05 per sq. ft.+ \$30.00 Base fee
 - Plumbing.....\$0.05 per sq. ft.+ \$30.00 Base fee
 - HVAC\$0.05 per sq. ft.+ \$30.00 Base fee
 - **Erosion control**.....\$175.00
- B. Remodels**..... \$8.00 per thousand of estimated cost (\$100.00 min)
- C. Miscellaneous Replacements**.....\$75.00
- D. Electrical Service Upgrade**.....\$125.00
- E. Outside Sewer and Water Laterals**\$75.00

3. Zoning Administration (where applicable)

- A. Zoning Permit for New One and Two Family Dwellings**\$75.00
- B. Zoning Permit for Commercial**\$150.00
- C. Zoning Permit for Residential Additions**.....\$50.00
- D. Zoning Permit for Accessory Structures**\$25.00

4. Other

- A. Re-inspection and Additional Inspection Fees \$50.00 per inspection
- B. Razing Fee.....\$50.00
- C. Agricultural Buildings\$50.00
- D. Early Start Permit/Residential\$50.00
- E. Early Start Permit/Commercial\$75.00
- F. Property Maintenance Inspections..... \$65.00 per hour
- G. Driveway Inspections.....TBD
- H. Work Started Without Permits is Subject to Double Fees

19

ACCOUNT NAME	ACCOUNT #		AS OF
General Operating	****24	\$1,156,981.81	9/30/2022
Tax Account	****91	\$4.83	9/30/2022
General Designated	****45	\$207,319.64	9/30/2022
Water	****32	\$353,988.78	9/30/2022
Water Depreciation	****61	\$34,111.50	9/30/2022
Sewer General Operating	****59	\$337,760.88	9/30/2022
Sewer DNR Equipment	****53	\$86,578.45	9/30/2022
Sewer System Special	****09	\$49,924.27	9/30/2022
Sewer Reserve Account	****96	\$159,763.57	9/30/2022
EDF	****67	\$654,722.65	9/30/2022
Debt Service	****49	\$5,215.81	9/30/2022
Special Purpose Library Fund	****79	\$65,203.01	9/30/2022
Barneveld Santa Cop	****12	\$5,955.93	9/30/2022
Library Fund	****67	\$57,214.41	9/30/2022
Christmas Fund	****40	\$6,208.70	9/30/2022
Emergency Services	****75	\$2,914.51	9/30/2022
Park Dedication	****88	\$209,062.87	9/30/2022
Birch Lake Fund	****83	\$1,008.73	9/30/2022
TIF #1 Fund	****43	\$25,730.59	9/30/2022
TIF #2 Fund	****33	\$943,450.44	9/30/2022
Fair Day Fund	*****25	\$13,144.00	6/30/2022
Friends of Library - Building Fund	****02	\$22,749.64	9/30/2022
Special Purpose - Roof Fund	****57	\$2,134.55	9/30/2022
Total Deposit		\$4,401,149.57	

DEBT SERVICE	LOAN #	BALANCE	AS OF	MATURES
General Obligation Bonds - TIF		\$600,000.00	2/1/2022	2/1/2026
Fire Truck Loan		\$0.00	3/5/2022	3/5/2023
Library Building Loan		\$85,524.09	6/30/2022	5/6/2026
WWTF Upgrade - Sewer		\$883,855.73	2/10/2022	2/12/2031
TOTAL DEBT SERVICE		\$1,335,216.19		

PAY PERIOD 9/10/22 – 9/23/2022

EMPLOYEE	REG	TAKEN			HIRE DATE
		OT	AS	SICK	
		TOTAL	COMP	PAYOUT	
MIKE	88	5.50		8	04/23/2018
ERIC A	76	4			06/22/2020
ROB	48.50				05/23/2011
BRIAN					06/01/2018
JEFF B					
MICHELLE W	87.50	12	2	7.50	9-25-00
JEAN ANN	81.25			7.50	1-31-06
JEREMY	90			8	12-05-11
ERIC D					05-31-12
JOE P					05-24-12
NATHANIEL F	8				03-21-19
SHARON T	25				4-15-19
AUTUMN	66.50			6.50	9-09-97
AGGIE	32				2-07-07
DANIELLE	16				2-11-22
MARY ANN	14				3-16-06
SHARILYN	64				5/28/19

PAY PERIOD 9/24/22 – 10/7/2022

EMPLOYEE	REG	TAKEN			HIRE DATE
		OT	AS	SICK	
		TOTAL	COMP	PAYOUT	
MIKE	80	11.50			04/23/2018
ERIC A	80	4			06/22/2020
ROB	52				05/23/2011
BRIAN					06/01/2018
JEFF B					
MICHELLE W	79	6.75			9-25-00
JEAN ANN	72				1-31-06
JEREMY	80.5				12-05-11
ERIC D					05-31-12
JOE P					05-24-12
NATHANIEL F	31.5				03-21-19
SHARON T	21				4-15-19
AUTUMN	61				9-09-97
AGGIE					2-07-07
DANIELLE	12				2-11-22
MARY ANN					3-16-06
SHARILYN	66.5				5/28/19

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Flexible Time Off Activity Detail

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Active Employees - Comp. Hours

PAYRL

Transaction Date: From: 10/01/2022 Department: From:
Thru: 10/31/2022 Thru:

Last	First	Trans Date	Hours	Memo
SWENSON	JEAN ANN		6.75	Beginning Balance
		10/10/2022	-6.75	used on 10/3/2022
			0.00	Resulting Balance
WALKER	MICHELLE L		9.00	Beginning Balance
			9.00	Resulting Balance
WEIER	MICHAEL		0.00	Beginning Balance
			0.00	Resulting Balance

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Flexible Time Off Activity Detail
Active Employees - PERSONAL HOURS

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PAYRL

Transaction Date: From: 10/01/2022 Department: From:
Thru: 10/31/2022 Thru:

Last	First	Trans Date	Hours	Memo
ARNESON	ERIC		8.00	Beginning Balance
		10/10/2022	-4.00	Calculate Payroll - 10/10/2022
			4.00	Resulting Balance
COPUS	AUTUMN		16.25	Beginning Balance
			16.25	Resulting Balance
OYEN	JEREMY M		8.00	Beginning Balance
		10/10/2022	-8.00	Calculate Payroll - 10/10/2022
			0.00	Resulting Balance
SAILING	SHARILYN		6.50	Beginning Balance
			6.50	Resulting Balance
SWENSON	JEAN ANN		0.00	Beginning Balance
			0.00	Resulting Balance
WALKER	MICHELLE L		0.00	Beginning Balance
			0.00	Resulting Balance
WEIER	MICHAEL		8.00	Beginning Balance
			8.00	Resulting Balance

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Flexible Time Off Activity Detail
Active Employees - Vacation HoursPage: 1
PAYRLTransaction Date: From: 10/01/2022 Department: From:
Thru: 10/31/2022 Thru:

Last	First	Trans Date	Hours	Memo
ARNESON	ERIC		0.00	Beginning Balance
		10/05/2022	40.00	Auto Accrual - 10/05/2022
			40.00	Resulting Balance
COPUS	AUTUMN		74.50	Beginning Balance
			74.50	Resulting Balance
OYEN	JEREMY M		80.00	Beginning Balance
		10/24/2022	-8.00	Calculate Payroll - 10/24/2022
			72.00	Resulting Balance
SAILING	SHARILYN		3.75	Beginning Balance
			3.75	Resulting Balance
SWENSON	JEAN ANN		74.00	Beginning Balance
		10/10/2022	-26.50	used on 10/4-6
		10/24/2022	-16.50	Calculate Payroll - 10/24/2022
			31.00	Resulting Balance
WALKER	MICHELLE L		91.50	Beginning Balance
			91.50	Resulting Balance
WEIER	MICHAEL		16.00	Beginning Balance
			16.00	Resulting Balance

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GENERAL FUND ACCOUNT

ALL Receipts

Posted From: 10/01/2022

From Account:

Thru: 10/31/2022

Thru Account:

Receipt Nbr	Receipt Date	Payor	Amount
539	10/05/2022	VORTEX NATION, INC MRO PAYMENTS	516,318.00
540	10/05/2022	THE PEOPLES COMMUNITY BANK LOAN DRAW #1 - SCOTT CONSTRUCTION	125,000.00
541	10/03/2022	WISCONSIN DEPARTMENT OF TRANSPORTATION GENERAL TRANSPORTATION AIDS	18,520.87
542	10/11/2022	FAIR DAY REIMBURSE GENERAL FOR FAIR DAY EXPENSES	2,060.00
743177	10/05/2022	GOLF CART PERMIT GOLF CART PERMIT - JOE KARLS	25.00
743178	10/05/2022	PARK RENTAL BIRCH LAKE PARK RENTAL/DEPOSIT-P KLUESNE	110.00
743179	10/05/2022	SPECIAL ASSESSMENT LETTERS SPECIAL ASSESSMENT LETTER-509 KARI KREST	25.00
743180	10/10/2022	SELLER'S PERMIT SOLICITOR PERMITS - EVERLIGHT SOLAR	400.00
743181	10/11/2022	BUILDING PERMIT FEES BUILDING PERMIT - JOE MULLIN	115.00
Grand Total			662,573.87

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BARNEVELD LIBRARY FUND

ALL Receipts

Posted From: 10/01/2022

From Account:

Thru: 10/31/2022

Thru Account:

Receipt Nbr	Receipt Date	Payor	Amount
387	10/17/2022	MISC. REVENUE COPIES/FEES	130.00
Grand Total			130.00

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SEWER O & M ACCOUNT

ALL Receipts

Posted From: 10/01/2022
Thru: 10/31/2022From Account:
Thru Account:

Receipt Nbr	Receipt Date	Payor	Amount
976	10/03/2022	ALLPAID	304.24
977	10/05/2022	ALLPAID	362.79
978	10/06/2022	ALLPAID	85.05
		MCKENZIE HRON ACCOUNT #1561 10/3/2022	
979	10/11/2022	ALLPAID	140.00
		JACOB COLLIER ACCOUNT #1339 10/6/2022	
980	10/12/2022	ALLPAID	244.55
981	10/13/2022	ALLPAID	305.00
982	10/17/2022	ALLPAID	78.00
		ROBB WISE ACCOUNT #1379 10/13/2022	
983	10/19/2022	ALLPAID	170.00
		MARY BLABAUM ACCOUNT #1517 10/16/2022	
985	10/21/2022	ALLPAID	184.82
		DAVID PENA ACCOUNT #1335-23 10/18/2022	
986	10/24/2022	ALLPAID	270.00
		DANIELLE OPSAL ACCOUNT #1099 10/19/2022	
987	10/27/2022	ALLPAID	285.33
		CRISTINA TREVINO ACCOUNT #1304 10/27/22	
UTILITY	10/03/2022	Utility Receipts - SEWER - 10/03/2022	5,317.12
UTILITY	10/03/2022	Utility Receipts - SEWER - 10/03/2022	71.38
UTILITY	10/11/2022	Utility Receipts - SEWER - 10/11/2022	2,689.80
UTILITY	10/20/2022	Utility Receipts - SEWER - 10/20/2022	7,072.38
UTILITY	10/26/2022	Utility Receipts - SEWER - 10/26/2022	2,361.73
UTILITY	10/27/2022	Utility Receipts - SEWER - 10/27/2022	9,218.98
Grand Total			29,161.17

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CHRISTMAS FUND ACCOUNT

ALL Receipts

Posted From: 10/01/2022 From Account:
Thru: 10/31/2022 Thru Account:

Receipt Nbr	Receipt Date	Payor	Amount
770	10/24/2022	VILLAGE OF BARNEVELD CHRISTMAS FUND PAYROLL 10/24/2022	755.64
Grand Total			755.64

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WATER O & M ACCOUNT

ALL Receipts

Posted From: 10/01/2022 From Account:
Thru: 10/31/2022 Thru Account:

Receipt Nbr	Receipt Date	Payor	Amount
536	10/17/2022	MISC. REVENUE INTERCON - BULK WATER	276.43
UTILITY	10/03/2022	Utility Receipts - PUBLIC FIRE - 10/03/2022	1,195.14
UTILITY	10/03/2022	Utility Receipts - WATER - 10/03/2022	3,268.92
UTILITY	10/03/2022	Utility Receipts - WATER - 10/03/2022	43.71
UTILITY	10/03/2022	Utility Receipts - PUBLIC FIRE - 10/03/2022	11.76
UTILITY	10/11/2022	Utility Receipts - PUBLIC FIRE - 10/11/2022	662.50
UTILITY	10/11/2022	Utility Receipts - WATER - 10/11/2022	1,452.24
UTILITY	10/20/2022	Utility Receipts - WATER - 10/20/2022	4,030.55
UTILITY	10/20/2022	Utility Receipts - PUBLIC FIRE - 10/20/2022	1,572.59
UTILITY	10/26/2022	Utility Receipts - WATER - 10/26/2022	1,599.68
UTILITY	10/26/2022	Utility Receipts - PUBLIC FIRE - 10/26/2022	847.31
UTILITY	10/27/2022	Utility Receipts - WATER - 10/27/2022	5,814.39
UTILITY	10/27/2022	Utility Receipts - PUBLIC FIRE - 10/27/2022	2,428.79
		Grand Total	23,204.01

GENERAL FUND ACCOUNT

ALL Checks

Posted From: 10/01/2022 From Account:
Thru: 10/31/2022 Thru Account:

Check Nbr	Check Date	Payee	Amount
ACH	10/21/2022	STATE OF WISCONSIN - GROUP INSURANCE	7,659.86
ACH	10/10/2022	UNITED STATES TREASURY	3,110.63
ACH	10/10/2022	GREAT-WEST	1,080.42
ACH	10/13/2022	POSTAGE	600.00
ACH	10/24/2022	UNITED STATES TREASURY	2,753.12
ACH	10/24/2022	GREAT-WEST	1,128.74
ACH	10/25/2022	WIS DEPT OF REVENUE	858.15
24953	10/05/2022	AUTO VALUE MT HOREB	17.92
24954	10/05/2022	BARNEVELD CLASS OF 2023	75.00
24955	10/05/2022	BARNEVELD CLASS OF 2024	25.00
24956	10/05/2022	BARNEVELD CLASS OF 2025	50.00
24957	10/05/2022	CORPORATE BUSINESS SYSTEMS	93.92
24958	10/05/2022	DON'S TIRE, INC	283.00
24959	10/05/2022	ELECTION SYSTEMS & SOFTWARE, INC	401.38
24960	10/05/2022	EQUITY APPRAISAL, LLC	1,675.00
24961	10/05/2022	GLOBE LIFE	149.28
24962	10/05/2022	HEATHER SCHMITZ	250.00
24963	10/05/2022	INCLUSION SOLUTIONS LLC	1,152.55
24964	10/05/2022	JX ENTERPRISES, INC	414.65
24965	10/05/2022	KWIK TRIP INC	523.86
24966	10/05/2022	MEGAN MIEDEN	343.25
24967	10/05/2022	MELLISA GORDON	89.72
24968	10/05/2022	MGIS	251.51
24969	10/05/2022	MUELLER GRAPHICS	188.00
24970	10/05/2022	NORTH WOODS SUPERIOR CHEMICAL CORPORATION	560.26
24971	10/05/2022	PROFESSIONAL PEST CONTROL INC	90.00
24972	10/05/2022	STAFFORD ROSENBAUM LLP	255.00
24973	10/05/2022	STAFFORD ROSENBAUM LLP	893.50
24974	10/05/2022	TIFFANIE KALISH	169.86
24975	10/05/2022	TOWN OF BRIGHAM	300.00
24976	10/05/2022	TRANSCENDENT TECHNOLOGIES, LLC	644.00
24977	10/05/2022	USABLUBOOK	109.73
24978	10/05/2022	RULE CONSTRUCTION, LTD	142,975.00

GENERAL FUND ACCOUNT

ALL Checks

Posted From: 10/01/2022 From Account:
Thru: 10/31/2022 Thru Account:

Check Nbr	Check Date	Payee	Amount
24979	10/05/2022	SCOTT CONSTRUCTION INC	128,411.98
24980	10/05/2022	VORTEX NATION, INC	516,318.00
24981	10/10/2022	FORBES, JOHN	669.54
24982	10/10/2022	HAZEN, RHONDA R	161.61
24983	10/10/2022	HUGILL, DONALD R	184.70
24984	10/10/2022	LEAHY, SCOTT K	230.87
24985	10/10/2022	PETERSON, MICHAEL	277.05
24986	10/10/2022	PHILLIPS, SCOTT	18.47
24987	10/10/2022	PIQUETTE, DEB	18.47
24988	10/10/2022	VALCHEFF, CHRISTOPHER	184.70
24989	10/20/2022	ANTHEM LIFE	474.07
24990	10/20/2022	AT&T MOBILITY	72.15
24991	10/20/2022	CHARTER COMMUNICATIONS	44.17
24992	10/20/2022	INSIGHT	926.44
24993	10/20/2022	NATURE'S WAY PORTABLE UNITS	224.00
24994	10/20/2022	PAUL KLUESNER	50.00
24995	10/20/2022	QUANTUM DEVICES	50.00
24996	10/20/2022	RAY OR HEATHER ANDERSON	50.00
24997	10/20/2022	RITCHIE IMPLEMENT	657.56
24998	10/20/2022	TOWN & COUNTRY SANITATION	5,949.60
24999	10/20/2022	VISA	880.80
V3496	10/10/2022	ARNESON, ERIC	1,243.03
V3497	10/10/2022	BEVER, DANIELLE	110.82
V3498	10/10/2022	COPUS, AUTUMN	865.50
V3499	10/10/2022	FORREST, NATHANIAL	510.28
V3500	10/10/2022	GEVELINGER, ROBERT	657.11
V3501	10/10/2022	OYEN, JEREMY M	1,496.16
V3502	10/10/2022	SAILING, SHARILYN	938.13
V3503	10/10/2022	SWENSON, JEAN ANN	925.92
V3504	10/10/2022	THOUSAND, SHARON	193.93
V3505	10/10/2022	WALKER, MICHELLE L	1,426.31
V3506	10/10/2022	WATSON, BRANDON	230.87
V3507	10/10/2022	WEIER, MICHAEL	1,399.45

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GENERAL FUND ACCOUNT

ALL Checks

Posted From: 10/01/2022 From Account:
Thru: 10/31/2022 Thru Account:

Check Nbr	Check Date	Payee	Amount
V3508	10/24/2022	ARNESON, ERIC	1,186.47
V3509	10/24/2022	BEVER, DANIELLE	138.52
V3510	10/24/2022	BRINDLEY, MARY ANN	141.99
V3511	10/24/2022	COPUS, AUTUMN	961.67
V3512	10/24/2022	FORREST, NATHANIAL	216.10
V3513	10/24/2022	OYEN, JEREMY M	1,423.93
V3514	10/24/2022	SAILING, SHARILYN	803.75
V3515	10/24/2022	SCHULENBURG, AGNES M	358.18
V3516	10/24/2022	SWENSON, JEAN ANN	925.92
V3517	10/24/2022	THOUSAND, SHARON	221.64
V3518	10/24/2022	WALKER, MICHELLE L	1,538.00
V3519	10/24/2022	WEIER, MICHAEL	1,384.69
ONLINE TRANS	10/10/2022	VILLAGE OF BARNEVELD	515.00
ONLINE TRANS	10/24/2022	VILLAGE OF BARNEVELD	755.64
Grand Total			845,595.50

BARNEVELD LIBRARY FUND

ALL Checks

Posted From: 10/01/2022From Account:

Thru: 10/31/2022Thru Account:

Check Nbr	Check Date	Payee	Amount
2802	10/04/2022	CNA SURETY	150.00
Grand Total			150.00

SPECIAL PURPOSE LIBRARY FUND

ALL Checks

Posted From: 10/01/2022 From Account:
Thru: 10/31/2022 Thru Account:

Check Nbr	Check Date	Payee	Amount
2656	10/04/2022	BAKER & TAYLOR, INC	361.08
2657	10/04/2022	COMPLETE OFFICE OF WISCONSIN, INC	147.42
2658	10/20/2022	BAKER & TAYLOR, INC	145.58
2659	10/20/2022	RICOH USA, INC	41.96
2660	10/20/2022	VISA	216.24
Grand Total			912.28

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ALL Checks by Payee

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GENERAL FUND ACCOUNT

Dated From: 11/10/2022 From Account:

Thru: 11/10/2022 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	11/10/2022	BAER INSURANCE SERVICES, INC INVOICE #5373	6,881.00
	11/10/2022	BARD MATERIALS INVOICE #535798	948.93
	11/10/2022	BARNEVELD AUTO SERVICE LLC INVOICE #3608 - OIL CHANGE	56.45
	11/10/2022	BEAR GRAPHICS, INC INVOICE #0905138 - VOTER NUMBERS	464.31
	11/10/2022	CARRIE PORTZ 7TH GRADE FLOAT - FAIR DAY	14.51
	11/10/2022	CORPORATE BUSINESS SYSTEMS INVOICE #328760	166.94
	11/10/2022	CUMMINS SALES AND SERVICE	646.54
	11/10/2022	CUMMINS SALES AND SERVICE INVOICE #F6-42211 GENERATOR	549.14
	11/10/2022	DODGEVILLE CHRONICLE REF #26479 BUDGET HEARING	140.93
	11/10/2022	FINK'S PAVING & EXCAVATING, INC. INVOICE #CON130351- VICTORIA CT/WOOD ST	4,200.00
	11/10/2022	GLOBE LIFE ACCOUNT #31408	149.28
	11/10/2022	IOWA COUNTY HUMANE SOCIETY INVOICE #1085 - #51173808 CAT	75.00
	11/10/2022	JEFFERSON FIRE & SAFETY, INC. INVOICE #IN145765	133.50
	11/10/2022	MGIS ACCOUNT #20207803-1	244.54
	11/10/2022	MHTC INVOICE #10443665 - C VALCHEFF EMAIL	29.95
	11/10/2022	MID-AMERICAN RESEARCH CHEMICAL	4,167.70
	11/10/2022	MSA PROFESSIONAL SERVICES, INC. PROJECT #R00142040.0-12 CMAR & CMOM	28,159.49
	11/10/2022	MUNICIPAL PROPERTY INSURANCE COMPANY ACCOUNT #40000363	11,414.00
	11/10/2022	NATURE'S WAY PORTABLE UNITS INVOICE #51984 PORT-A-POTTIES AT BIRCH	224.00

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ALL Checks by Payee

ACCT

GENERAL FUND ACCOUNT

Dated From: 11/10/2022

From Account:

Thru: 11/10/2022

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	11/10/2022	PREMIER COOPERATIVE	586.82
	11/10/2022	PROFESSIONAL PEST CONTROL INC INVOICE #592261	90.00
	11/10/2022	RITCHIE IMPLEMENT INVOICE #70583B MAINTENANCE L MOWER	49.50
	11/10/2022	RULE CONSTRUCTION, LTD INVOICE #70273 - STORM INLET REPAIR	1,300.00
	11/10/2022	SCOTT CONSTRUCTION INC INVOICE #3459 - COLD MIX PATCH	618.64
	11/10/2022	SOUTHWEST WI TECHNICAL COLLEGE INVOICE #FTI003541 - OYEN 2023 PURSUIT	112.00
	11/10/2022	STAFFORD ROSENBAUM LLP	436.00
	11/10/2022	STAFFORD ROSENBAUM LLP INV #1273959#271 VORTEX DOR CLASSIFICATI	924.00
	11/10/2022	TOWN OF BRIGHAM NOVEMBER 2022 SALT SHED RENTAL	300.00
	11/10/2022	TRITECH SOFTWARE SYSTEMS INVOICE #365670 - MOBILE CAD ANNUAL FEE	82.66
	11/10/2022	UPLAND HILLS HEALTH ACCOUNT #285715 A MEUDT	40.50
	11/10/2022	USABLUBOOK INV #133845 WINTERS LEAD FREE 2.5" GAUGE	481.25
	11/10/2022	WI DEPT OF JUSTICE INVOICE #455TIME-0000013314	205.50
	11/10/2022	WISCONSIN DEPT OF REVENUE 2022 MANUFACTURING ASSESSMENT FEE	3,286.81
		Grand Total	67,179.89

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ALL Checks by Payee

ACCT

BARNEVELD LIBRARY FUND

Dated From: 11/10/2022

From Account:

Thru: 11/10/2022

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	11/10/2022	PROTECTION TECHNOLOGIES, INC.	462.00
		INV#22613 ANNUAL AGREEMENT-OCTOBER 2023	
		Grand Total	462.00

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ALL Checks by Payee
SEWER O & M ACCOUNT

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Dated From: 11/10/2022

From Account:

Thru: 11/10/2022

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	11/10/2022	LV LABS WW LLC INVOICE #766	969.86
	11/10/2022	MSA PROFESSIONAL SERVICES, INC. INVOICE #R00142030.0-21 SCREENING UPGRAD	8,464.80
	11/10/2022	SJE INVOICE #CD99456723- COMMERCE ST LS	563.56
	11/10/2022	TEAM LABORATORY CHEMICAL LLC	1,900.00
	11/10/2022	VILLAGE OF BARNEVELD NOVEMBER DEPOSIT	6,942.00
Grand Total			18,840.22

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ALL Checks by Payee

ACCT

WATER O & M ACCOUNT

Dated From: 11/10/2022

From Account:

Thru: 11/10/2022

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	11/10/2022	LV LABS WATER LLC INVOICE #24088 TESTING	125.00
	11/10/2022	WI STATE LABORATORY OF HYGIENE INVOICE #724732	26.00
		Grand Total	151.00



Iowa County Humane Society
305 Hwy. YZ, Dodgeville, WI. 53533
(608) 935-1381 Fax (608) 935-2884
e-mail: office@ichs.net website: www.ichs.net



September 21, 2022

Dear Clerk:

Enclosed please find your 2023 Iowa County Humane Society (ICHS) Stray and Abandoned Animal Services Contract.

The fees are \$175 for a dog and \$80 for a cat. These fees will be applied toward ICHS's costs of housing, feeding, and providing vet and daily care to dogs and cats during their state-mandated stray hold period. Please note- the fee for a mother cat and any number of her kittens is \$150. Fees for pregnant dogs or females with puppies will be \$275.

Municipalities may prepay \$500 or pay following monthly billing. Strays claimed by the owner during the state mandated stray hold will not be billed to the municipality.

Signed contracts must be received by ICHS no later than December 15, 2022. Your signed contract authorizes ICHS to provide housing and care for the stray and abandoned animals found in your municipality for the period January 1, 2023 to December 31, 2023. You will need to designate an individual who will be informed of an animal's intake **via email**.

All municipalities will receive a copy of their monthly billing statement(s) **via mail**.

We are currently working with the Iowa County Administrator to determine if future contracts for the area will all be done through them, or if we will continue to need to send contracts to each individual municipality. We are hoping this possible restructuring will result in positive changes for all. Please feel free to contact me with any questions or any ideas to help make this potential transition as smooth as possible.

As a reminder, if you choose to provide your own shelter for stray animals please review the applicable state statutes. Wisconsin law requires shelter be provided to stray animals found within municipalities. These shelters would be subject to the same laws as we are at the Iowa County Humane Society. Some of these laws explain proper care, length of stray holds, sufficient shelter, etc. If you have any questions please reach out and we can discuss those statutes further.

We are pleased to provide services for your stray and abandoned animals and look forward to continuing as your animal shelter service provider.

Sincerely,

Jordyn Weier - Iowa County Humane Society Kennel Manager

kennelmanager@ichs.net



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2023 Stray Animal Contract for Services

Village of Barneveld agrees to contract with the Iowa County Humane Society (ICHS) for the housing and care of stray and abandoned dogs and cats for the period January 1, 2023 to December 31, 2023. ICHS shall hold and care for the stray and abandoned animals in accordance with Wisconsin law.

Stray dogs and cats from my municipality will be housed and cared for by ICHS at a cost of \$175 for dogs, \$80 for cats, and \$150 for a mother cat and any number of her kittens and \$275 for pregnant dogs or females with puppies.

ICHS will inform the municipality (via contact provided below) **by email** promptly after intake of an animal providing all associated information. It is the responsibility of the municipality to address with ICHS any questions or issues regarding the inclusion of any particular strays on a billing statement in a timely manner.

I understand that ICHS will bill my municipality on a monthly basis. I agree to pay bills in full within 30 days of receipt.

ICHS shall inform the individual below of stray intakes for my municipality.

Contact Person: Michelle Walker Email: barneveld@mhtc.net

Phone Number: 608-924-7052

Should you choose not to contract with ICHS, please check the box below, sign and return.

☐ We will provide our own stray animal services with _____ and will not contract with the Iowa County Humane Society in 2023.

Name of Municipality Representative

Signature

Please return a copy of your signed contract by December 15, 2022

New staff overseeing the welfare of animals in our surrounding communities at Iowa County Humane Society!



Jordyn Weier, Kennel Operations Supervisor for the past two years, has been promoted to Shelter Director at the Iowa County Humane Society. Newlyweds Jordyn and husband, Jared, reside in Mineral Point with their two dogs, Briggs and Bodie.

Before working at ICHS, Jordyn worked in the veterinary medicine industry as a Veterinary Technician at the Black Earth Veterinary Clinic and a Surgery Technician at Madison Veterinary Specialist and Emergency. "Initially, I had a passion to work with large animals, I fell in love with shelter medicine, which guided me to where I am today," Jordyn explained. While working at the Iowa County Humane Society, Jordyn completed several classes earning certifications that helps her with community education as well as animal welfare, including humane officer training, Fear Free program, rabies control initiative, and many more.

Executive Director: Claudia Looze

"As a native of Wisconsin and resident of Iowa County, I consider ICHS one of the true gems of our region," says Looze. I am excited to join such a dedicated and talented group serving the animals and residents of southwestern Wisconsin. I look forward to leading the organization and building on its successes, saving and advocating for animals in need."

Originally from Milwaukee, Looze produced Emmy Award-winning documentaries for PBS and was director of WisconsinEye Public Affairs Network, a nonprofit, nonpartisan media organization committed to providing unfettered access to the actions of our state government. She holds a Bachelor's of Arts from the University of Wisconsin-Milwaukee, as well as a Graduate Seminar in Nonprofit Management & Leadership Certificate from UW-Madison's La Follette School of Public Affairs. Looze has two rescue cats and four chickens.

We look forward to continuing working with you to protect and care for the lost animals in our communities!