

NOTICE IS HEREBY GIVEN that the Village of Barneveld Board will meet on **Monday, January 5th, 2026 at 6:00 p.m.** at the **Barneveld-Brigham Municipal Building, 403 E. County Hwy ID**, Barneveld, Wisconsin, to consider the agenda set forth below.

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 December 1st, 2025 Village Board Meeting
5. Informal Public Comment
6. MSA Professional Services:
 - Discussion/Consideration of the 2026 Utility Operations Agreement
 - Discussion/Consideration of the 2026 General Engineering Support Agreement
7. Discussion/Consideration of issuing tax refund to Vortex Nation Inc and approving revised MRO memo
8. President's Report
9. Public Works Report
 - Discussion/Consideration on sale of Peterbilt
 - Discussion/Consideration of carrying over Mike Weier's 2025 vacation into 2026
 - Discussion/Consideration of Water Disconnect Procedure
10. Police Chief's Report
 - Discussion/Consideration of approving Operator's License for Nadia Moore for Ope Haus Pub
 - Discussion/Consideration of approving Operator's License for James Johnston for Kwik Trip #1508
11. Committee/Commission Reports
12. Clerk Treasurer's Report including employee breakdowns and monthly receipts
 - Monthly bills (water, sewer and general) for consideration of payment.
13. Discussion/Consideration Upland Hills Health Occupational Health Services Agreement
14. Future agenda items and business
15. 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: December 29th, 2025 @ 10:00 a.m. By: Michelle Walker, Clerk-Treasurer

VILLAGE OF BARNEVELD BOARD MEETING
Monday, December 1st, 2025
Barneveld-Brigham Municipal Building
403 E. County Hwy ID, Barneveld, WI 53507

DRAFT SUBJECT TO APPROVAL

1. The meeting was called to order at 6:01 p.m. by President John Forbes. Public Notice had been given and agendas were available.
2. ROLL CALL: Scott Leahy, Rhonda Hazen, Chris Valcheff, Mike Peterson, Brandon Watson, and John Forbes. Don Hugill was absent.
3. Pledge of Allegiance
4. Motion by B Watson/S Leahy to approve the minutes of the November 3rd, 2025 Village Board Meeting minutes. Motion carried with M Peterson abstaining.
5. No informal public comment
6. Brian Kehrli, MSA Professional Services
 - Update on Well #3 & Ground Reservoir Project
 - Motion by C Valcheff/R Hazen to approve Pay Application #14 for \$276,782.50 from Portzen Construction for Wellhouse #3 & Ground Reservoir Project. Motion carried.
 - Motion by M Peterson/C Valcheff to send quote for \$14,295.00 from Rule Construction for adding an area drain on the east side of Memorial Park and regrading for positive drainage on the west side to Public Works for discussion. Motion carried.
7. President's Report
8. Public Works Report
 - Motion by C Valcheff/M Peterson to not accept the addition of physical memorials but will accept monetary memorial donations for the donor wall in Memorial Park due to uncertainties of future development. Motion carried.
 - Motion by B Watson/S Leahy to approve the Village of Barneveld to salt the Barneveld-Brigham Municipal building at no cost. Motion carried.
9. Police Chief Report. Call response for November: Citations/Warnings-13 and Service-21
10. Committee/Commission Reports
 - Motion by M Peterson/B Watson to approve the Barneveld-Brigham Fire District to purchase the Wolter generator for the Barneveld-Brigham Municipal Building. Motion carried.
11. Motion by B Watson/C Valcheff to approve the bills as presented. Motion carried.
12. Motion by R Hazen/S Leahy to approve the 2026 Stray Animal Contracts with the Iowa County Humane Society. Motion carried.
13. Motion by C Valcheff/M Peterson to approve Resolution 25-09 to Nominate 2026-2027 Election Inspectors. Motion carried.
14. Motion by M Peterson/S Leahy to approve Resolution 25-10 Establishing a Refund Policy for Overpayment of Taxes. Motion carried.
15. Future agenda items or business
 - Public Works meeting on December 22nd at 4pm.
16. Motion by M Peterson/R Hazen to adjourn at 6:58 p.m. Motion carried.



1230 South Boulevard

Baraboo, WI 53913

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www.msa-ps.com

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MSA Professional Services, Inc.
1230 South Boulevard
Baraboo, WI 53913
(608) 356-2771

December 16, 2025

Village of Barneveld Village Board
403 East County Highway ID
Barneveld, WI 53507

Re: Wastewater Utility Services Agreement Renewal – 2026
Operator-in-Charge (O-I-C) Services and Time & Expense Billing

Dear Village Board Members,

On behalf of MSA Professional Services, Inc. (MSA), we appreciate the opportunity to continue our long-standing partnership with the Village of Barneveld in support of the Village's wastewater utility operations. MSA has valued our collaborative relationship with the Village over the years and remains committed to providing reliable, compliant, and responsive wastewater operational support.

MSA respectfully submits this letter in support of renewing the Wastewater Utility Operations Professional Services Agreement for calendar year 2026, effective January 1, 2026. As outlined in the attached agreement, MSA will continue to provide Operator-in-Charge (O-I-C) services through Wisconsin-certified wastewater operators to ensure ongoing compliance with Wisconsin Department of Natural Resources (DNR) and WPDES permit requirements.

Under the proposed agreement, services will be provided on a Time & Expense (T&E) basis, which has proven to be an effective structure for both parties.

Key elements of the 2026 agreement include:

- Continued part-time O-I-C support until the Village has a fully compliant certified operator.
- Routine site visits, operational review, reporting assistance, and regulatory coordination.
- Support for DMRs, CMARs, sludge reporting, and WPDES permit renewal activities.
- 24/7 after-hours and emergency response

December 17, 2025

MSA takes pride in serving as a trusted partner to the Village of Barneveld. Our team is dedicated to maintaining system reliability, regulatory compliance, and knowledge transfer to Village staff, while remaining responsive to the operational needs of the community.

We appreciate the Village Board's consideration of this agreement renewal and look forward to continuing our working relationship in 2026. Should you have any questions or wish to discuss the agreement in further detail, please do not hesitate to contact me.

Sincerely,
MSA Professional Services, Inc.

A handwritten signature in blue ink, appearing to read "Jason Terry".

Jason Terry
Team Leader – Utility Operations
MSA Professional Services, Inc.
jterry@msa-ps.com
(608) 356-2771



Professional Services Agreement

MSA Project Number: 00142069

This AGREEMENT (Agreement) is made effective January 1, 2026, by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1230 South Boulevard, Baraboo, WI 53913

Phone: (608) 356-2771

Representative: Jason Terry

Email: jterry@msa-ps.com

VILLAGE OF BARNEVELD (OWNER)

Address: 403 East County Hwy ID, Barneveld, WI 53507

Phone: (608) 924-6861

Representative: John Forbes

Email: jforbes@mhtc.net

Project Name:

Village of Barneveld Utility Operations 2026

The scope of the work authorized is:

See Attachment A: Scope of Services

The schedule to perform the work is:

Approximate Start Date: January 1, 2026
Approximate Completion Date: December 31, 2026

The estimated fee for the work is:

\$37,000.00

Services billed on a time and expenses basis:

Routine Operations, Non-Routine Operations and Non-Scope Services	Time & Expense	See Attachment B: Rate Schedule
After-Hours and Emergency	Time & Expense	\$ 160.00

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

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

VILLAGE OF BARNEVELD

MSA PROFESSIONAL SERVICES, INC.

John Forbes
Village President
Date: _____


Jason Terry
Team Leader Utility Operations
Date: 1216/2025

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

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

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

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

(b) Designated Owner Representative

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

(c) Tests, Inspections, and Reports

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

(d) Additional Consultants

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

(e) OWNER Provided Services and Information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if MSA'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 MSA.

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT A: SCOPE OF SERVICES

Overview

MSA proposes to provide contracted wastewater operation services by MSA employed Wisconsin Certified Wastewater Operators to meet the Department of Natural Resources (DNR) requirements for the Village of Barneveld. The scope of work is listed below.

Routine Services:

- Part-time operations assistance as operator-in-charge (O-I-C) until Barneveld has a system compliant Wisconsin Wastewater Operator
- Minimum of two visits per month by MSA Wisconsin Certified Wastewater Operator to review plant operation data and performance and provide training to staff.
- Review process monitoring and testing procedures and results as needed to maintain WPDES permit compliance.
- Coordinate conference calls with operation staff to review operational data and provide guidance/training, as needed.
- Correspondence with DNR compliance engineers as needed.
- Assistance and/or preparation and submittal of wastewater discharge monitoring reports (DMR) required by the WPDES Permit.
- Assistance and/or preparation and submittal of annual wastewater compliance maintenance report (CMAR) and sludge reports required by the WPDES permit.
- Assistance and/or preparation and submittal of the WPDES renewal application.
- Equipment troubleshooting or minor repairs beyond "normal" maintenance requirements.

After-Hours Services

- Alarm calls Monday through Friday, 5:00pm to 8:00am, and all hours on Saturday, Sunday and MSA recognized Holidays plus mileage rate as set by Federal Government.

Emergency Services

- Confined space entry
- Critical equipment failure
- Sewage leaks
- Sewer back-up's
- Homeowner response requests relating to utility services and/or issues.

Services Not Included

- Repair of Equipment
- Lawn mowing, snow removal, and other grounds maintenance at facility.
- Consumable supplies (paper towel, gloves, grease, etc.).
- Laboratory analytical services.

Non-Scope services requested will be billed at rates identified in Attachment B.

**ATTACHMENT B:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative.....	\$116 – \$160/hr.
Architects.....	\$ 85 – \$198/hr.
Community Development Specialists	\$137 – \$198/hr.
Digital Design	\$115 – \$151/hr.
Environmental Scientists/Hydrogeologists.....	\$110 – \$193/hr.
Geographic Information Systems (GIS)	\$100 – \$193/hr.
Housing Administration	\$ 97 – \$198/hr.
Inspectors/Zoning Administrators	\$110 – \$143/hr.
IT Support.....	\$175 – \$193/hr.
Land Surveying	\$ 85 – \$198/hr.
Landscape Designers & Architects	\$ 85 – \$220/hr.
Planners	\$ 85 – \$215/hr.
Principals.....	\$225 – \$314/hr.
Professional Engineers/Designers of Engineering Systems.....	\$155 – \$204/hr.
Project Managers	\$120 – \$248/hr.
Real Estate Professionals	\$140 – \$193/hr.
Staff Engineers.....	\$ 90 – \$156/hr.
Technicians	\$100 – \$151/hr.
Utility Treatment Plant Operator.....	\$ 92 – \$160/hr.

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2026.

REIMBURSABLE EXPENSES

Copies/Prints.....	Rate based on volume
Specs/Reports.....	\$10
Copies	\$0.15/page
Plots	\$0.01/sq.in.
Flash Drive	\$10
GPS Equipment	\$20/hour - \$11.25/hour for DOT
GPS R2 Equipment	\$20/hour - \$2/hour for DOT
Dini Laser Level	\$85/per day - \$86/day for DOT
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70 mile standard/ \$0.74 mile for DOT
Nuclear Density Testing	\$30/day - \$35/day for DOT
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment.....	\$20/hour - \$11/hour for DOT
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing.....	At cost
Geodimeter.....	\$30/hour
Drone Flight.....	\$375/flight - \$330/flight for DOT

Reimbursable costs represent an average or range for a particular category. These rates may change at any time.



Professional Services Agreement

MSA Project Number: 00142071

This AGREEMENT (Agreement) is made effective 12/01/2025 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1230 South Boulevard, Baraboo, WI 53913

Phone: (608) 356-2771

Representative: Rob Uphoff

Email: ruphoff@msa-ps.com

VILLAGE OF BARNEVELD (OWNER)

Address: 402 East County Highway ID, Barneveld, WI 53507

Phone: (608) 438-8275

Representative: John Forbes

Email: jforbes@mhtc.net

Project Name: 2026 General Engineering Services

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

The schedule to perform the work is:

Approximate Start Date: 1/01/2026

Approximate Completion Date: 12/31/2026

The estimated fee for the work is: \$10,000


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

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

VILLAGE OF BARNEVELD

MSA PROFESSIONAL SERVICES, INC.

John Forbes
Village President
Date: _____


Rob Uphoff
Vice President
Date: 12-22-2025

OWNER ATTEST

Michelle Walker
Clerk/Treasurer
Date: _____

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

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

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

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

(b) Designated Owner Representative

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

(c) Tests, Inspections, and Reports

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

(d) Additional Consultants

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

(e) OWNER Provided Services and Information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if MSA'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 MSA.

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT A:
SCOPE OF SERVICES**

A scope of engineering services is provided below for general services that MSA may complete for the Village during the course of a year.

MSA will provide the following services associated with the project:

- General correspondence, research, and meetings attendance as requested.
- Development correspondence and reviews
- Plan commission reviews and meetings
- Annual TIF meeting and updates
- Other tasks as requested by the Village.

**ATTACHMENT B:
RATE SCHEDULE**

Administrative	\$ 90 – \$160/hr.
Architects	\$ 90 – \$208/hr.
Community Development Specialists	\$144 – \$208/hr.
Digital Design.....	\$121 – \$159/hr.
Environmental Scientists/Geologists	\$116 – \$203/hr.
Geographic Information Systems (GIS).....	\$105 – \$203/hr.
Housing Administration	\$ 97 – \$198/hr.
Inspectors/Zoning Administrators	\$115 – \$160/hr.
IT Support.....	\$184 – \$203/hr.
Land Surveying.....	\$ 90 – \$208/hr.
Landscape Designers & Architects.....	\$ 90 – \$231/hr.
Planners.....	\$ 90 – \$226/hr.
Principals	\$230 – \$330/hr.
Professional Engineers/Designers of Engineering Systems	\$163 – \$214/hr.
Project Managers.....	\$126 – \$259/hr.
Real Estate Professionals	\$147 – \$203/hr.
Staff Engineers	\$ 90 – \$157/hr.
Technicians.....	\$105 – \$159/hr.
Utility Treatment Operators	\$ 90 - \$190/hr.

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2026.

REIMBURSABLE EXPENSES

Building Inspection Permit Management	\$25/permit
Copies/Prints.....	Rate based on volume
Specs/Reports.....	\$10
Copies.....	\$0.14/page \$0.16/page for DOT
Plots.....	\$0.01/sq.in.
Flash Drive.....	\$10
Dini Laser Level	\$85/per day \$86/day for DOT
Drone Flight	\$375/flight \$330/flight for DOT
Geodimeter	\$30/hour
GPS Equipment	\$20/hour \$11.25/hour for DOT
GPS R2 Equipment	\$20/hour \$2/hour for DOT
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70/mile \$0.74/mile for DOT
Nuclear Density Testing	\$30/day \$35/day for DOT
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment.....	\$20/hour \$11/hour for DOT
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing.....	At cost

Reimbursable Expense rates represent an average or range for a particular category. These rates are effective November 30, 2025

#7

Michelle Walker

From: Laura Callan <LCallan@staffordlaw.com>
Sent: Wednesday, December 10, 2025 10:05 AM
To: Michelle Walker
Cc: Brian C. Sajdak
Subject: RE: Billing/Vortex

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Michelle-

My colleague Brian Sajdak (copied here) took a look at the question and notes the following:
The development agreement and the MROs do not really address the circumstance where a refund is issued following an assessment challenge.

There is also some uncertainty as to the best approach based on the information provided. As you know, there are two Tax Increment Districts involved. TID 1, which was scheduled to close by statute in 2025, looks like it was extended to 2028. TID 2, which is scheduled to close in 2035. Under the DA, these TIDs both contribute "excess revenue" to the three MRO payments required. For TID 1, any excess revenue after the payment of project costs is allocated to MRO payments 100%. Are there any project costs outstanding? For TID 2, all revenue is deemed excess and for 2017-2026 is split 65% to Developer and 35% to Village. After 2026, the split changes to 60/40. Both the DA and MROs call for annual scheduled payments. The required amount to be paid in any given year is the total of the scheduled payment plus any amounts deferred in prior years based on lack of available increment. It is unclear if there were any such deferred payments. We also assume that the TIDs are performing in such a manner that the MROs have not yet been paid in full (that there are payments remaining to be made).

With that said, it appears that there are likely two approaches to the refund request based on certain assumptions. The first approach is based upon the assumption that the project is fully cash-flowing. That is to say that the available revenue is sufficient to fully pay the specified annual MRO payments. Since most financial advisors are conservative in their TID calculations, it seems like a safe assumption is that there are no accrued deferred payments and that the increment generated is sufficient to make the required annual payments, with extra revenue to spare. Under this assumption, even with the reduced assessment, the available revenue would be sufficient to make the specified MRO payments such that a refund request is just that – a refund request. There would be no reason not to return to overpayment to the Developer.

The second approach occurs when there is not sufficient revenue to make the required MRO payments in full. Whether this is based upon the original valuation not being high enough, or on the reduced valuation from the settlement dropping the value below the required value to generate the necessary revenue, the reality is that the deferred payment balance created is intended to be paid in full by the closure of TID 2. In this case, we recommend that the refund payment not be made directly to the Developer, but instead be applied to the deferred payment balance. If the Village has its own project costs aside from the MRO payments, then the refund could be allocated to both in accordance with the 65-35 split. This would require discussions with the Developer, or their counsel, prior to issuing any refund.

The above assumes that the annual MRO payments have been no more than the amount specified in the MRO payment schedule. If the payments made were more than the required amount, then the allocation of any refund should proceed to account for that fact. For example, assume that the required payment was \$65,000 and the TID excess was \$110,000. If the Village actually paid \$71,500 (65% of \$110,000) that needs to be accounted for. This would also be addressed with the Developer or their counsel prior to issuing the refund.

This is a lot of information. Please let me know if we should schedule a call to discuss.

Laura

**STAFFORD
ROSENBAUM
LLP** | Laura Callan
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From: Michelle Walker <Michelle@barneveldwi.gov>
Sent: Monday, December 8, 2025 2:39 PM
To: Laura Callan <LCallan@staffordlaw.com>
Subject: [External] - RE: Billing/Vortex

Just checking the status of Vortex MRO question.

Thanks,
Michelle

From: Laura Callan <LCallan@staffordlaw.com>
Sent: Wednesday, November 19, 2025 4:07 PM
To: Michelle Walker <Michelle@barneveldwi.gov>
Subject: RE: Billing/Vortex

Hi Michelle-

We're working on the question on the Vortex MRO (and hope to respond by Friday) and you may contact Peyton Nelson at pnelson@staffordlaw.com with any questions on billings.

**STAFFORD
ROSENBAUM
LLP** | Laura Callan
LCallan@staffordlaw.com | 608.259.2644 |
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P.O. Box 1784 | Madison, Wisconsin 53701-1784
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From: Michelle Walker <Michelle@barneveldwi.gov>
Sent: Tuesday, November 18, 2025 8:25 AM

Michelle Walker

From: Brian Kehrli <BKehrli@msa-ps.com>
Sent: Tuesday, September 9, 2025 5:45 PM
To: Michelle Walker
Subject: RE: 2021-2023 Vortex TAC Settlement

Follow Up Flag: Follow up
Flag Status: Flagged

Michelle,

Thanks for the final information on this. Based on the past tax rates from 2021-2023 and the reduction in taxes paid which equates to a refund, I estimate that, in total, for the years 2021-2023, the MROs should be awarded a refund of ~\$139,281.93. So basically, whatever refund the Village gives to Vortex because of the assessment revision, 65% (or 64.74% to be more exact) will need to be given back to the Village because this was paid to Vortex through the MROs. This number isn't exact and will be based on the Village's actual calculations for each year.

The question then becomes, how is this adjusted in the MRO payment calculations. There are a couple of options and a couple of questions. The easiest way to do this is to add this all back to the principal for MRO #1 and then pay it back in 2026 due to the excess increment left over after the other MRO's are paid. There should be approximately \$180,000 in excess increment remaining when the 2025 MRO payments are calculated. Once the refunded value is paid off, there will be ~\$40,000 remaining to further pay down the principal for MRO #1. That would correct the payment calculation after one year and we would get back on schedule in 2027. The other questions that need to be answered are, does this refund paid back to the MROs accrue interest for the past year, or the past 4 years even? Can the allocations back to the MROs be put into one MRO or do they need to go back to all the MROs in the same proportion they were taken out?

Don't worry, I'm confusing myself with the information above. I don't expect you to follow it. I think the first step is to figure out how much total tax refund is owed to Vortex from 2021-2023. Then you and I can work on the total amount of money that needs to be refunded to the MRO(s). Then we may need to work with your attorney, or Vortex, or both, to figure out how to re-do the calculations for the MRO. This could be really easy, or it could be really messy. I don't know what others will decide.

If you want, please call to discuss, preferably before the refund is made to Vortex.



Brian Kehrli, PE | Senior Project Manager

Licensed in: WI
MSA Professional Services, Inc.

(o) (608) 355-8887

(c) (608) 963-2476



From: Michelle Walker <Michelle@barneveldwi.gov>
Sent: Tuesday, September 9, 2025 7:52 AM



State of Wisconsin • DEPARTMENT OF REVENUE

DIVISION OF STATE AND LOCAL FINANCE • MANUFACTURING AND UTILITY BUREAU • MADISON DISTRICT – AA 76

2135 Rimrock Rd, MS 6-301
Madison, WI 53713-1443
Phone: 608-267-8992
Fax: 608-267-1355
mfgtel76@revenue.wi.gov
www.revenue.wi.gov

June 3, 2025

Michelle Walker
CLERK VILLAGE OF BARNEVELD
403 E COUNTY RD ID
BARNEVELD WI 53507-9752

Dear Michelle:

Enclosed are copies of Wisconsin Tax Appeals Commission Settlement Agreement that changes the 2021, 2022, and 2023 full value manufacturing assessments for local real estate parcel 106-0388. The changes were made pursuant to Sec. 70.511, Wis. Stats., delayed action of reviewing authority. This order may initiate the need to refund property taxes that were already paid and to recover some of the refund through the procedure described in Sec. 74.41, Wis. Stats., charging back refunded or rescinded taxes.

This particular order is in regards to the following property:

Tax Appeals Commission Docket Numbers:	22-MR-022; 22-MR-287; 24-MR-061
Board of Assessors Appeal #'s	76-146-REO-21; 76-040-REO-22 441978112
Municipality:	Village of Barneveld
Owner:	Vortex Nation Inc
Site Address:	1 Vortex Drive
Local Parcel Number:	106-0388
State Identification Number:	76-25-106-R000112947
School District: 0287	Technical College: 0300
Union High: n/a	TID: 002
Special District: n/a	

You can find a summary of the assessment changes on the back side of this letter.

The Property Tax Refund Request and the Chargeback Process (PA-600) illustrating the refund and chargeback process can be found on the DOR website. If you intend to complete a chargeback request, please remit all paperwork (PC-201) as soon as possible after issuing the refund. If you have any questions relating to the refund or chargeback, please call the Local Government Services Bureau at 608-264-6892.

If you have any other questions, please contact me at 608-266-6484 or leland.froelke@wisconsin.gov.

Sincerely,

Leland Froelke, Supervisor
Madison Manufacturing and Utility Bureau District Office

enclosures

cc: Debi Heisner, Iowa County Treasurer

000112947-1 Vortex Dr

	Orig Full Value	Revised Full Value	Amount of Adjustment	Aggregate Ratio	Orig Equated Value	Revised Equated Value	Amount of Adjustment
<u>2023</u>							
Land	\$580,600	\$580,600	\$0	0.702551409	\$407,900	\$407,900	\$0
Improvement	\$45,262,700	\$41,366,000	(\$3,896,700)	0.702551409	\$31,799,400	\$29,061,700	(\$2,737,700)
Total Asmt	\$45,843,300	\$41,946,600	(\$3,896,700)	0.702551409	\$32,207,300	\$29,469,600	(\$2,737,700)
<u>2022</u>							
Land	\$527,800	\$527,800	\$0	0.769614487	\$406,200	\$406,200	\$0
Improvement	\$42,600,100	\$38,934,200	(\$3,665,900)	0.769614487	\$32,785,700	\$29,964,300	(\$2,821,400)
Total Asmt	\$43,127,900	\$39,462,000	(\$3,665,900)	0.769614487	\$33,191,900	\$30,370,500	(\$2,821,400)
<u>2021</u>							
Land	\$653,300	\$653,300	\$0	0.827220644	\$540,400	\$540,400	\$0
Improvement	\$31,771,700	\$29,015,600	(\$2,756,100)	0.827220644	\$26,282,200	\$24,002,300	(\$2,279,900)
Total Asmt	\$32,425,000	\$29,668,900	(\$2,756,100)	0.827220644	\$26,822,600	\$24,542,700	(\$2,279,900)

DATE: July 16, 2025

TO: Zach McClelland

FROM: Jeremy R. Lange
Attorney



SUBJECT: *Vortex Nation, Inc. v. Wisconsin Department of Revenue*
Docket Nos. 22-MR-022, 22-MR-287, and 24-MR-061

A copy of the fully signed of the Stipulation for Dismissal and the Wisconsin Tax Appeals Commission's Order for Dismissal is enclosed in the above-captioned matters, along with the Private Settlement Agreement.

We are closing our file at this time.

JRL:ejl

Enclosures

pc: Krista Zettle (via email) w/ Enc.

**SETTLEMENT AGREEMENT BY AND BETWEEN
VORTEX NATION, INC. AND
THE WISCONSIN DEPARTMENT OF REVENUE**

Vortex Nation, Inc. and the Wisconsin Department of Revenue ("Department"), by their undersigned representatives, hereby enter into this Settlement Agreement in settlement of the Wisconsin real property tax assessments for the taxable periods identified herein, for the real property (land and improvements) located at 1 Vortex Drive, Barneveld, Wisconsin ("Property"), effective as of the last date executed by all of the parties.

WHEREAS Vortex Nation, Inc., as owner of the real property identified herein, together with the Department, desire to conclusively and finally resolve the issues being contested in Wisconsin Tax Appeals Commission Docket Nos. 22-MR-022, 22-MR-287, and 24-MR-061 regarding Vortex Nation, Inc.'s Wisconsin real property tax assessments for the 2021, 2022, and 2023 assessment periods.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Vortex Nation, Inc. and the Department hereby agree that:

- The Department hereby modifies the full value assessments of Vortex Nation, Inc.'s Property as follows:

<u>Assessment Year</u>	<u>Docket No.</u>	<u>Parcel No.</u>	<u>Original Full Value Assessment</u>	<u>Modified Full Value Assessment</u>
2021	22-MR-022	76-25-106 R000112947	\$32,425,000.00	\$29,668,900.00
2022	22-MR-287	76-25-106- R000112947	\$43,127,900.00	\$39,462,000.00
2023	24-MR-061	76-25-106- R000112947	\$45,843,300.00	\$41,946,600.00

2. The parties shall file a Stipulation and Order for Dismissal with the Wisconsin Tax Appeals Commission ("Commission") requesting that the Commission dismiss the Petitions for Review with prejudice and without costs. The parties further agree that this Settlement Agreement will not be filed with the Stipulation or be made part of the official record of the Wisconsin Tax Appeals Commission's case files.
3. Vortex Nation, Inc. waives the right to any interest that may be due under sec. 70.511(2)(b), Wis. Stats.
4. Vortex Nation, Inc. and the Department waive fees and costs and attorney's fees.
5. Vortex Nation, Inc. and the Department agree that this Settlement Agreement constitutes the entire agreement among them with respect to the Department's 2021, 2022, and 2023 assessments of the Property, and supersedes any prior understandings, agreements, or representations by or among them, written or oral, to the extent they relate in any way to the subject matter hereof. This Settlement Agreement may not be modified or amended, except by a written agreement signed by all parties hereto.
6. The terms of this Settlement Agreement shall have no binding effect on any party for any other year not included herein and may not be used by either party as precedent for any other assessments, appeals, or settlements.
7. The parties acknowledge that the agreed amounts set forth in Paragraph 1 constitute a settlement of disputed issues, and that neither the Department nor Vortex Nation, Inc. has adopted the other party's position on any issue related to the assessments. By entering into this Settlement Agreement, neither of the parties shall be deemed to accept the merits of another party's legal or factual arguments.
6. Vortex Nation, Inc. and the Department, by their signatures below, affirm that they have read and understand all the provisions of this Settlement Agreement and agree to comply


with all terms herein. They represent and warrant that the undersigned individuals are duly authorized to enter into and execute this Settlement Agreement.

VORTEX NATION, INC.

WISCONSIN DEPARTMENT OF REVENUE

By:  6-30-2025
Name: Joseph Hamilton Date
Position: Chief Executive Officer

 7/3/2025
Zachary I. McClelland, Director Date
Manufacturing & Utility Bureau

 06/30/2025
Sara Stellflug Rapkin Date
Petitioner's Attorney

 7/8/25
Jeremy R. Lange Date
Respondent's Attorney

STATE OF WISCONSIN
TAX APPEALS COMMISSION

VORTEX NATION, INC.,

Petitioner,

v.

WISCONSIN DEPARTMENT OF REVENUE,

Respondent,

STIPULATION AND
ORDER FOR DISMISSAL

Docket Nos. 22-MR-022, 22-MR-287
and 24-MR-061

Petitioner, Vortex Nation, Inc. and Respondent, Wisconsin Department of Revenue, as represented by their respective undersigned representatives, stipulate and agree as follows:


1. The parties have entered into a separate Settlement Agreement in the above-captioned matters that fully and finally concludes these appeals.

2. The parties' settlement does not, nor is it intended to, reflect acquiescence or concession by either party on any issues or matters which were discussed, or could have been discussed, in the course of settlement discussions or any other discussions between the parties that relate to the matters that are the subject of this Stipulation.

3. The Wisconsin Tax Appeals Commission may enter the attached Order without further notice to the parties, dismissing the Petitions for Review herein with prejudice and without costs and attorney fees awarded to any party.

VORTEX NATION, INC.

WISCONSIN DEPARTMENT OF REVENUE

 06/30/2025

Sara Stellpflug Rapkin Date
Petitioner's Attorney

 7/8/2025

Jeremy R. Lange Date
Respondent's Attorney

ORDER FOR DISMISSAL

Based upon the foregoing Stipulation between the parties:

IT IS HEREBY ORDERED as follows:

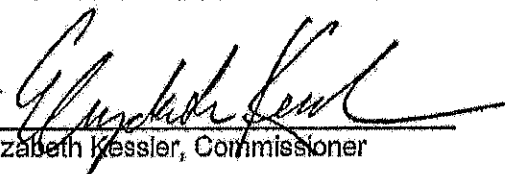
That pursuant to the Settlement Agreement between the parties, there are no issues remaining for decision before the Tax Appeals Commission and, therefore, the Petitioner's Petitions for Review in the following cases are hereby dismissed with prejudice and without costs to any party:

Vortex Nation, Inc. v. Wisconsin Department of Revenue
Docket Nos. 22-MR-022, 22-MR-287, and 24-MR-061

Any scheduled proceedings on the Commission's calendar regarding these dockets may be cancelled.

Dated at Madison, Wisconsin, this 10th day of July, 2025.

WISCONSIN TAX APPEALS COMMISSION

By: 
Elizabeth Kessler, Commissioner



Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202-3197

Telephone: 414.298.1000
Facsimile: 414.298.8097
reinhartlaw.com

July 24, 2025

Don M. Millis
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

CLAIM FOR REFUND PURSUANT TO WIS. STAT. § 70.511

DELIVERED BY COURIER

Michelle Walker, Clerk
Village of Barneveld
403 E. County Road ID
Barneveld, WI 53507-9752

Dear Clerk:

Re: Vortex Nation, Inc.
State ID No. 76-25-106-R000112947
Local Parcel 106-0388

Now comes Claimant, Vortex Nation, Inc. ("Claimant"), owner of the property identified as State Identification number 76-25-106-R000112947, local parcel number 106-0388 (the "Property") in Barneveld, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Refund pursuant to Wis. Stat. § 70.511 against the Village of Barneveld (the "Village"). You hereby are directed to serve any notice concerning this Claim on the undersigned agent of the Claimant.

1. This Claim is brought under Wis. Stat. § 70.511, for a refund of excessive real estate taxes imposed on Claimant by the Village for the tax year 2021, 2022 and 2023 with respect to the Property.

2. At all times relevant, Claimant was the owner of the Property and was responsible for the payment of Property taxes and the prosecution of property tax disputes involving the Property and is authorized to file and receive payment on this Claim in its own name.

3. The Village is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 403 E. County Road ID, in the Village.

4. The Property is located at 1 Vortex Drive within the Village at and was assessed for the tax year 2021, 2022, and 2023 by the Wisconsin Department of Revenue ("DOR").

5. For 2021, property tax was imposed on property in the Village at the rate of \$27.99604 per \$1,000 of the assessed value for property.

Michelle Walker, Clerk

July 24, 2025

Page 2

6. For 2021, DOR set the Full Value Assessment of the Property at \$32,425,000 (a/k/a Estimated Fair Market Value) which translated to an Equated Assessment (a/k/a as the Assessed Value) of \$26,822,600.

7. Based on the values listed in paragraph 5 of this Claim, the Village imposed net taxes on the Property for 2021 in the amount of \$750,840.

8. Claimant timely paid the Property taxes imposed by the Village on the Property for 2021.

9. Pursuant to a Settlement Agreement dated July 8, 2025, DOR reduced the Full Value Assessment (a/k/a Estimated Fair Market Value) of the Property to \$29,668,900 for 2021, (see Exhibit A) which translates to an Equated Assessment (a/k/a as the Assessed Value) of \$24,542,727 for 2021.

10. Based on the above tax rate and the reduced assessment for 2021, the taxes that should have been levied against the Property were \$687,099.

11. Claimant is entitled, therefore, to a refund in the amount of \$63,741 for 2021.

12. For 2022, property tax was imposed on property in the Village at the rate of \$27.41195 per \$1,000 of the assessed value for property.

13. For 2022, DOR set the Full Value Assessment of the Property at \$43,127,900 (a/k/a Estimated Fair Market Value) which translated to an Equated Assessment (a/k/a as the Assessed Value) of \$33,191,900.

14. Based on the values listed in paragraph 12 of this Claim, the Village imposed net taxes on the Property for 2022 in the amount of \$909,770.

15. Claimant timely paid the Property taxes imposed by the Village on the Property for 2022.

16. Pursuant to a Settlement Agreement dated July 8, 2025, DOR reduced the Full Value Assessment (a/k/a Estimated Fair Market Value) of the Property to \$39,462,000 for 2022, (see Exhibit A) which translates to an Equated Assessment (a/k/a as the Assessed Value) of \$30,370,527 for 2022.

17. Based on the above tax rate and the reduced assessment for 2022, the taxes that should have been levied against the Property were \$832,515.

18. Claimant is entitled, therefore, to a refund in the amount of \$77,255 for 2022.

19. For 2023, property tax was imposed on property in the Village at the rate of \$27.08552 per \$1,000 of the assessed value for property.

Michelle Walker, Clerk

July 24, 2025

Page 3

20. For 2023, DOR set the Full Value Assessment of the Property at \$45,843,300 (a/k/a Estimated Fair Market Value) which translated to an Equated Assessment (a/k/a as the Assessed Value) of \$32,207,300.

21. Based on the values listed in paragraph 19 of this Claim, the Village imposed net taxes on the Property for 2023 in the amount of \$872,271.

22. Claimant timely paid the Property taxes imposed by the Village on the Property for 2023.

23. Pursuant to a Settlement Agreement dated July 8, 2025, DOR reduced the Full Value Assessment (a/k/a Estimated Fair Market Value) of the Property to \$41,946,600 for 2023, (see Exhibit A) which translates to an Equated Assessment (a/k/a as the Assessed Value) of \$29,469,643 for 2023.

24. Based on the above tax rate and the reduced assessment for 2023 the taxes that should have been levied against the Property were \$798,201.

25. Claimant is entitled, therefore, to a refund in the amount of \$74,070 for 2023.

26. The Village shall issue a refund in the amount \$215,066 payable to Vortex Nation, Inc. and remitted to agent for Claimant at 22 East Mifflin Street, Suite 700, Madison, Wisconsin 53703.

Dated at Madison, Wisconsin on this 24th day of July, 2025.

Sincerely,



Don M. Millis

54075862

Enc.

**SETTLEMENT AGREEMENT BY AND BETWEEN
VORTEX NATION, INC. AND
THE WISCONSIN DEPARTMENT OF REVENUE**

Vortex Nation, Inc. and the Wisconsin Department of Revenue ("Department"), by their undersigned representatives, hereby enter into this Settlement Agreement in settlement of the Wisconsin real property tax assessments for the taxable periods identified herein, for the real property (land and improvements) located at 1 Vortex Drive, Barneveld, Wisconsin ("Property"), effective as of the last date executed by all of the parties.

WHEREAS Vortex Nation, Inc., as owner of the real property identified herein, together with the Department, desire to conclusively and finally resolve the issues being contested in Wisconsin Tax Appeals Commission Docket Nos. 22-MR-022, 22-MR-287, and 24-MR-061 regarding Vortex Nation, Inc.'s Wisconsin real property tax assessments for the 2021, 2022, and 2023 assessment periods.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Vortex Nation, Inc. and the Department hereby agree that:

- The Department hereby modifies the full value assessments of Vortex Nation, Inc.'s Property as follows:

<u>Assessment Year</u>	<u>Docket No.</u>	<u>Parcel No.</u>	<u>Original Full Value Assessment</u>	<u>Modified Full Value Assessment</u>
2021	22-MR-022	76-25-106 R000112947	\$32,425,000.00	\$29,668,900.00
2022	22-MR-287	76-25-106- R000112947	\$43,127,900.00	\$39,462,000.00
2023	24-MR-061	76-25-106- R000112947	\$45,843,300.00	\$41,946,600.00

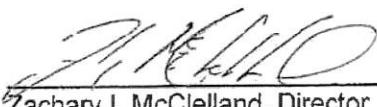
2. The parties shall file a Stipulation and Order for Dismissal with the Wisconsin Tax Appeals Commission ("Commission") requesting that the Commission dismiss the Petitions for Review with prejudice and without costs. The parties further agree that this Settlement Agreement will not be filed with the Stipulation or be made part of the official record of the Wisconsin Tax Appeals Commission's case files.
3. Vortex Nation, Inc. waives the right to any interest that may be due under sec. 70.511(2)(b), Wis. Stats.
4. Vortex Nation, Inc. and the Department waive fees and costs and attorney's fees.
5. Vortex Nation, Inc. and the Department agree that this Settlement Agreement constitutes the entire agreement among them with respect to the Department's 2021, 2022, and 2023 assessments of the Property, and supersedes any prior understandings, agreements, or representations by or among them, written or oral, to the extent they relate in any way to the subject matter hereof. This Settlement Agreement may not be modified or amended, except by a written agreement signed by all parties hereto.
6. The terms of this Settlement Agreement shall have no binding effect on any party for any other year not included herein and may not be used by either party as precedent for any other assessments, appeals, or settlements.
7. The parties acknowledge that the agreed amounts set forth in Paragraph 1 constitute a settlement of disputed issues, and that neither the Department nor Vortex Nation, Inc. has adopted the other party's position on any issue related to the assessments. By entering into this Settlement Agreement, neither of the parties shall be deemed to accept the merits of another party's legal or factual arguments.
6. Vortex Nation, Inc. and the Department, by their signatures below, affirm that they have read and understand all the provisions of this Settlement Agreement and agree to comply


with all terms herein. They represent and warrant that the undersigned individuals are duly authorized to enter into and execute this Settlement Agreement.

VORTEX NATION, INC.

WISCONSIN DEPARTMENT OF REVENUE

By:  6-30-2025
Name: Joseph Hamilton Date
Position: Chief Executive Officer

 7/3/2025
Zachary I. McClelland, Director Date
Manufacturing & Utility Bureau

 06/30/2025
Sara Stelipflug Rapkin Date
Petitioner's Attorney

 7/8/25
Jeremy R. Lange Date
Respondent's Attorney

BARNEVELD POLICE DEPARTMENT MONTHLY BOARD REPORT

December 2025

Ordinance Citations	0
Ordinance Warnings	5
Traffic Citations	3
Traffic Warnings	3

911 Hangup/Misdial	2
Assist Outside Agency	2
Citizen/Motorist Assist	2
EMS/Fire Assist	1
Noise Complaint	1
Ordinance Complaint	1
School Check	6
Welfare Check	2

Iowa County Handled Calls

Accident	1
Alarm	1
Assist Citizen/Motorist	1
EMS/Fire Assist	1
Suspicious Vehicle	1
Welfare Check	1

Comments

Santa Cop Distributed to 22 Kids and 31 Elderly this year.

#12

ACCOUNT NAME	ACCOUNT #		AS OF
General Operating	****24	\$573,948.70	11/30/2025
Tax Account	****91	\$24,085.89	11/30/2025
General Designated	****45	\$205,647.88	11/30/2025
Water	****32	\$1,107,131.24	11/30/2025
Water Depreciation	****61	\$38,454.25	11/30/2025
Sewer General Operating	****59	\$113,342.36	11/30/2025
Sewer DNR Equipment	****53	\$105,139.90	11/30/2025
Sewer System Special	****09	\$68,855.83	11/30/2025
Sewer Reserve Account	****96	\$180,103.17	11/30/2025
Economic Development Fund	****67	\$399,532.26	11/30/2025
Debt Service	****49	\$2,535.52	11/30/2025
Special Purpose Library Fund	****79	\$54,236.00	11/30/2025
Barneveld Santa Cop	****12	\$7,546.79	11/30/2025
Library Fund	****67	\$57,043.20	11/30/2025
Christmas Fund	****40	\$5,065.47	11/30/2025
Emergency Services	****75	\$64,037.05	11/30/2025
Memorial Park Fund	****15	\$432,324.14	11/30/2025
Park Dedication	****88	\$294,807.00	11/30/2025
Birch Lake Fund	****83	\$1,137.16	11/30/2025
TIF #1 Fund	****43	\$219,245.39	11/30/2025
TIF #2 Fund	****33	\$509,823.53	11/30/2025
Fair Day Fund	*****25	\$14,593.19	9/30/2025
Library Building Repair Fund	****57	\$13,109.96	11/30/2025
Total Deposit		\$4,491,745.88	

DEBT SERVICE	LOAN #	BALANCE	AS OF	MATURES
General Obligation Bonds - TIF		\$150,000.00	2/1/2025	2/1/2026
2022 Street Reconstruction		\$137,480.12	4/16/2025	4/19/2032
WWTF Upgrade - Sewer		\$680,657.72	2/5/2025	2/12/2031
Memorial Park		\$1,600,000.00	10/24/2025	10/24/2035
TOTAL DEBT SERVICE		\$2,568,137.84		

PAY PERIOD 11/29/2025 thru 12/12/2025

TAKEN

OT AS SICK

EMPLOYEE REG TOTAL COMP PAYOUT HIRE DATE

EMPLOYEE	REG	TOTAL	COMP	PAYOUT	HIRE DATE
MIKE	80	47			04-23-18
ERIC A	80	36.25			06-22-20
JEFF					06-03-24
MIKE R	22.75				11-24-24
GRABEN V					06-09-25
MICHELLE W	80				09-25-00
BRIANNA	76.75	5			10-28-24
JEREMY	80				12-05-11
NATHANIEL F					03-21-19
SHARON T	24				04-15-19
AUTUMN	73				09-09-97
AGGIE	32				02-07-07
SHARILYN	64				05-28-19
ANN	23				03-28-25

PAY PERIOD 11/15/2025 thru 11/28/2025

EMPLOYEE	REG	TAKEN			HIRE DATE
		OT	AS	SICK	
	TOTAL	COMP	PAYOUT		
MIKE	79	8.5			04-23-18
ERIC A	79	4			06-22-20
JEFF					06-03-24
MIKE R					11-24-24
GRABEN V					06-09-25
MICHELLE W	72				09-25-00
BRIANNA	80	1.25			10-28-24
JEREMY	80				12-05-11
NATHANIEL F	22				03-21-19
SHARON T	20				04-15-19
AUTUMN	60.5				09-09-97
AGGIE					02-07-07
SHARILYN	63.25				05-28-19
ANN	18.25				03-28-25

PAY PERIOD 11/01/2025 thru 11/14/2025

EMPLOYEE	REG	TAKEN			HIRE DATE
		OT	AS	SICK	
		TOTAL	COMP	PAYOUT	
MIKE	88	10.75		8	04-23-18
ERIC A	88	2		8	06-22-20
JEFF					06-03-24
MIKE R					11-24-24
GRABEN V					06-09-25
MICHELLE W	84.75	2.75		8	09-25-00
BRIANNA	80				10-28-24
JEREMY	88		8		12-05-11
NATHANIEL F	8				03-21-19
SHARON T	27				04-15-19
AUTUMN	66.5			6.5	09-09-97
AGGIE	32				02-07-07
SHARILYN	64				05-28-19
ANN	21				03-28-25

Flexible Time Off Activity Detail
Active Employees - Comp. Hours

Transaction Date: From: 12/01/2025 Department: From:
Thru: 12/31/2025 Thru:

Last	First	Trans Date	Hours	Memo
SWENSON	JEAN ANN		0.00	Beginning Balance
			0.00	Resulting Balance
TURNER	BRIANNA		0.00	Beginning Balance
			0.00	Resulting Balance
WALKER	MICHELLE L		0.00	Beginning Balance
			0.00	Resulting Balance
WEIER	MICHAEL		0.00	Beginning Balance
			0.00	Resulting Balance

Flexible Time Off Activity Detail
Active Employees - PERSONAL HOURS

Transaction Date: From: 12/01/2025 Department: From:
Thru: 12/31/2025 Thru:

Last	First	Trans Date	Hours	Memo
ARNESON	ERIC		0.00	Beginning Balance
			0.00	Resulting Balance
COPUS	AUTUMN		0.00	Beginning Balance
			0.00	Resulting Balance
OYEN	JEREMY M		0.00	Beginning Balance
			0.00	Resulting Balance
SAILING	SHARILYN		0.50	Beginning Balance
		12/01/2025	-0.50	Calculate Payroll - 12/01/2025
			0.00	Resulting Balance
SWENSON	JEAN ANN		0.00	Beginning Balance
			0.00	Resulting Balance
TURNER	BRIANNA		0.00	Beginning Balance
			0.00	Resulting Balance
WALKER	MICHELLE L		0.50	Beginning Balance
		12/01/2025	-0.50	used on 11/26/2025
			0.00	Resulting Balance
WEIER	MICHAEL		9.50	Beginning Balance
		12/01/2025	-3.00	USED 11/20/25
		12/15/2025	0.50	SHOULD HAVE BEEN VACATION
		12/15/2025	-7.00	USED 12/5, 12/9
		0.00	Resulting Balance	

Flexible Time Off Activity Detail
Active Employees - Sick Hours

Transaction Date: From: 12/01/2025 Department: From:
Thru: 12/31/2025 Thru:

Last	First	Trans Date	Hours	Memo
ARNESON	ERIC		320.00	Beginning Balance
			320.00	Resulting Balance
COPUS	AUTUMN		320.00	Beginning Balance
			320.00	Resulting Balance
OYEN	JEREMY M		320.00	Beginning Balance
			320.00	Resulting Balance
SAILING	SHARILYN		270.50	Beginning Balance
		12/31/2025	6.50	Auto Accrual - 12/31/2025
			277.00	Resulting Balance
SWENSON	JEAN ANN		0.00	Beginning Balance
			0.00	Resulting Balance
TURNER	BRIANNA		85.00	Beginning Balance
		12/01/2025	-7.50	USED 11/24, 11/26-11/28
		12/31/2025	8.00	Auto Accrual - 12/31/2025
			85.50	Resulting Balance
WALKER	MICHELLE L		320.00	Beginning Balance
			320.00	Resulting Balance
WEIER	MICHAEL		320.00	Beginning Balance
			320.00	Resulting Balance

12/23/2025 9:37 AM

Flexible Time Off Activity Detail
Active Employees - Vacation Hours

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PAYRL

Transaction Date: From: 12/01/2025 Department: From:
Thru: 12/31/2025 Thru:

Last	First	Trans Date	Hours	Memo
ARNESON	ERIC		16.50	Beginning Balance
			16.50	Resulting Balance
COPUS	AUTUMN		90.00	Beginning Balance
		12/01/2025	-13.25	USED 11/18, 11/21, 11/27
			76.75	Resulting Balance
OYEN	JEREMY M		73.00	Beginning Balance
		12/01/2025	-28.00	Calculate Payroll - 12/01/2025
		12/15/2025	-13.00	Calculate Payroll - 12/15/2025
			32.00	Resulting Balance
SAILING	SHARILYN		56.25	Beginning Balance
		12/01/2025	-7.00	USED 11/19/25
			49.25	Resulting Balance
SWENSON	JEAN ANN		0.00	Beginning Balance
			0.00	Resulting Balance
TURNER	BRIANNA		0.00	Beginning Balance
			0.00	Resulting Balance
WALKER	MICHELLE L		89.75	Beginning Balance
		12/01/2025	-20.50	used on 11/17, 11/24-25
		12/15/2025	-6.50	used on 12/1,8 & 11/2025
			62.75	Resulting Balance
WEIER	MICHAEL		72.50	Beginning Balance
		12/15/2025	-0.50	TO CORRECT P DAY OVERAGE
			72.00	Resulting Balance

GENERAL FUND ACCOUNT

ALL Receipts

Posted From: 12/01/2025 From Account:
Thru: 12/29/2025 Thru Account:

Receipt Nbr	Receipt Date	Payor	Amount
748	12/03/2025	ACCOUNTS RECEIVABLE MICHELLE TASKEY UTILITY PAYMENT	67.73
749	12/03/2025	FAIR DAY REIMBURSE GENERAL FOR FAIR DAY EXPENSES	2,206.01
750	12/03/2025	DUE TO GENERAL DUE FROM MEMORIAL PARK FROM GENERAL	432,000.00
751	12/04/2025	DNR GRANT DNR GRANT FOR MEMORIAL PARK RESTROOMS	10,000.00
752	12/04/2025	BUILDING PERMIT FEES INSPECTION FEES - 101 S JONES ST	75.00
753	12/10/2025	ACCOUNTS RECEIVABLE SANTA COP DONATIONS - HEYGOV	875.00
Grand Total			445,223.74

BARNEVELD LIBRARY FUND

ALL Receipts

Posted From: 12/01/2025 From Account:
Thru: 12/29/2025 Thru Account:

Receipt Nbr	Receipt Date	Payor	Amount
480	12/11/2025	MISC. REVENUE DONATIONS - STEPHANIE & ROY ELKINS	240.00
Grand Total			240.00

CHRISTMAS FUND ACCOUNT

ALL Receipts

Posted From: 12/01/2025 From Account:
Thru: 12/29/2025 Thru Account:

Receipt Nbr	Receipt Date	Payor	Amount
890	12/02/2025	VILLAGE OF BARNEVELD CHRISTMAS FUND PAYROLL DATED 12/1/2025	495.00
893	12/17/2025	VILLAGE OF BARNEVELD CHRISTMAS FUND PAYROLL DATED 12/15/2025	495.00
Grand Total			990.00

SANTA COP FUND

ALL Receipts

Posted From: 12/01/2025 From Account:
Thru: 12/29/2025 Thru Account:

Receipt Nbr	Receipt Date	Payor	Amount
320	12/17/2025	DONATIONS TO SANTA COP	2,885.00
321	12/23/2025	DONATIONS TO SANTA COP DON & DENISE STEINHAUER	100.00
322	12/29/2025	DONATIONS TO SANTA COP	875.00
Grand Total			3,860.00

SEWER O & M ACCOUNT

ALL Receipts

Posted From: 12/01/2025 From Account:
Thru: 12/29/2025 Thru Account:

Receipt Nbr	Receipt Date	Payor	Amount
1423	12/22/2025	MISC. REVENUE SEWER DISCOUNT FEE-ARC DESIGN HOMES, LLC	30.00
UTILITY	12/03/2025	Utility Receipts - SEWER - 12/03/2025	6,751.85
UTILITY	12/03/2025	Utility Receipts - SEWER - 12/03/2025	671.08
UTILITY	12/11/2025	Utility Receipts - SEWER - 12/11/2025	1,459.72
UTILITY	12/16/2025	Utility Receipts - SEWER - 12/16/2025	5,242.00
UTILITY	12/23/2025	Utility Receipts - SEWER - 12/23/2025	1,925.32
UTILITY	12/23/2025	Utility Receipts - SEWER - 12/23/2025	620.18
UTILITY	12/23/2025	Utility Receipts - SEWER - 12/23/2025	11,415.44
Grand Total			28,115.59

TIF #1 FUND

ALL Receipts

Posted From: 12/01/2025 From Account:
Thru: 12/29/2025 Thru Account:

Receipt Nbr	Receipt Date	Payor	Amount
342	12/17/2025	VILLAGE OF BARNEVELD DUE FROM GENERAL TO TIF #1	94,163.13
Grand Total			94,163.13

WATER O & M ACCOUNT

ALL Receipts

Posted From: 12/01/2025 From Account:
Thru: 12/29/2025 Thru Account:

Receipt Nbr	Receipt Date	Payor	Amount
659	12/01/2025	MISC. REVENUE BULK WATER - GROUNDS CONTROL LLC	122.40
661	12/04/2025	MISC. REVENUE BULK WATER - INTERCON CONSTRUCTION	163.44
663	12/23/2025	SAFE DRINKING WATER LOAN #4763-02 SAFE DRINKING LOAN DRAW	263,282.50
UTILITY	12/03/2025	Utility Receipts - PUBLIC FIRE - 12/03/2025	1,800.06
UTILITY	12/03/2025	Utility Receipts - WATER - 12/03/2025	5,384.22
UTILITY	12/03/2025	Utility Receipts - WATER - 12/03/2025	350.48
UTILITY	12/03/2025	Utility Receipts - PUBLIC FIRE - 12/03/2025	181.37
UTILITY	12/11/2025	Utility Receipts - PUBLIC FIRE - 12/11/2025	368.39
UTILITY	12/11/2025	Utility Receipts - WATER - 12/11/2025	793.16
UTILITY	12/16/2025	Utility Receipts - PUBLIC FIRE - 12/16/2025	1,260.84
UTILITY	12/16/2025	Utility Receipts - WATER - 12/16/2025	3,119.02
UTILITY	12/23/2025	Utility Receipts - PUBLIC FIRE - 12/23/2025	520.12
UTILITY	12/23/2025	Utility Receipts - WATER - 12/23/2025	1,119.13
UTILITY	12/23/2025	Utility Receipts - PUBLIC FIRE - 12/23/2025	306.47
UTILITY	12/23/2025	Utility Receipts - WATER - 12/23/2025	344.09
UTILITY	12/23/2025	Utility Receipts - WATER - 12/23/2025	6,635.93
UTILITY	12/23/2025	Utility Receipts - PUBLIC FIRE - 12/23/2025	3,240.82
Grand Total			288,992.44

TIF #2 FUND

ALL Receipts

Posted From: 12/01/2025 From Account:
Thru: 12/29/2025 Thru Account:

Receipt Nbr	Receipt Date	Payor	Amount
97	12/08/2025	VILLAGE OF BARNEVELD DUE TO TIF #2 FROM TIF #1	4,759.60
Grand Total			4,759.60

GENERAL FUND ACCOUNT

ALL Checks

Posted From: 12/01/2025 From Account:
Thru: 12/01/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
V4402	12/01/2025	ARNESON, ERIC	1,210.39
	Manual Check	Pay period 11/15/2025 to 11/28/2025	
V4403	12/01/2025	COPUS, AUTUMN	924.59
	Manual Check	Pay period 11/15/2025 to 11/28/2025	
V4404	12/01/2025	FORREST, NATHANIAL	415.91
	Manual Check	Pay period 11/15/2025 to 11/28/2025	
V4405	12/01/2025	OYEN, JEREMY M	1,554.39
	Manual Check	Pay period 11/15/2025 to 11/28/2025	
V4406	12/01/2025	SAILING, SHARILYN	769.25
	Manual Check	Pay period 11/15/2025 to 11/28/2025	
V4407	12/01/2025	STAMM, ANN	152.98
	Manual Check	Pay period 11/15/2025 to 11/28/2025	
V4408	12/01/2025	THOUSAND, SHARON	199.84
	Manual Check	Pay period 11/15/2025 to 11/28/2025	
V4409	12/01/2025	TURNER, BRIANNA	983.97
	Manual Check	Pay period 11/15/2025 to 11/28/2025	
V4410	12/01/2025	WALKER, MICHELLE L	1,161.72
	Manual Check	Pay period 11/15/2025 to 11/28/2025	
V4411	12/01/2025	WEIER, MICHAEL	1,663.80
	Manual Check	Pay period 11/15/2025 to 11/28/2025	
		Grand Total	9,036.84

GENERAL FUND ACCOUNT

ALL Checks

Posted From: 12/03/2025 From Account:
Thru: 12/31/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
V4419	12/15/2025	THOUSAND, SHARON	239.81
	Manual Check	Pay period 11/29/2025 to 12/12/2025	
V4420	12/15/2025	TURNER, BRIANNA	863.83
	Manual Check	Pay period 11/29/2025 to 12/12/2025	
V4421	12/15/2025	WALKER, MICHELLE L	1,321.08
	Manual Check	Pay period 11/29/2025 to 12/12/2025	
V4422	12/15/2025	WATSON, BRANDON	161.61
	Manual Check	Pay period 10/01/2025 to 12/15/2025	
V4423	12/15/2025	WEIER, MICHAEL	2,786.04
	Manual Check	Pay period 11/29/2025 to 12/12/2025	
ONLINE TRANS	12/17/2025	VILLAGE OF BARNEVELD	495.00
	Manual Check	PAYROLL POSTED 12/15/2025	
Grand Total			151,511.90

ECONOMIC DEVELOPMENT FUND

ALL Checks

Posted From: 12/03/2025 From Account:
Thru: 12/31/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
2127	12/17/2025	JESSI GARFOOT-SULLIVAN	50.00
		8/7/25 & 9/16/25 MEETINGS	
2128	12/17/2025	MEGAN MIEDEN	50.00
		8/7/25 & 9/26/25 MEETINGS	
Grand Total			100.00

MEMORIAL PARK FUND

ALL Checks

Posted From: 12/03/2025 From Account:
Thru: 12/31/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
ONLINE TRANS	12/03/2025	VILLAGE OF BARNEVELD	432,000.00
	Manual Check	DUE TO GENERAL FROM MEMORIAL PARK	
Grand Total			432,000.00

SEWER O & M ACCOUNT

ALL Checks

Posted From: 12/03/2025 From Account:
Thru: 12/31/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
6920	12/17/2025	LV LABS WW LLC	1,241.00
Grand Total			1,241.00

GENERAL FUND ACCOUNT

ALL Checks

Posted From: 12/03/2025 From Account:
Thru: 12/31/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
ACH	12/19/2025	STATE OF WISCONSIN - GROUP INSURANCE	18,892.64
	Manual Check	JANUARY COVERAGE	
ACH	12/05/2025	MGIS	262.28
	Manual Check	ACCOUNT #20207803-1	
ACH	12/09/2025	POSTAGE	600.00
	Manual Check	POSTAGE 12/9/2025 TAXES	
ACH	12/17/2025	UNITED STATES TREASURY	3,796.26
	Manual Check	US TAXES	
ACH	12/17/2025	GREAT-WEST	1,932.58
	Manual Check	VILLAGE SHARE	
ACH	12/22/2025	DELTA DENTAL OF WISCONSIN	144.40
	Manual Check	INVOICE #2473906 & 2474095	
ACH	12/23/2025	WIS DEPT OF REVENUE	1,132.19
	Manual Check	DECEMBER TAX DEPOSIT	
26354	12/03/2025	IOWA COUNTY TREASURER	687.50
		2025 DOG LICENSE FEES TO COUNTY	
26355	12/03/2025	BARNEVELD UTILITIES	67.73
		MICHELLE TASKEY 000-1492-00	
26356	12/03/2025	MHTC	275.29
26357	12/15/2025	FORBES, JOHN	507.92
	Manual Check	Pay period 10/01/2025 to 12/15/2025	
26358	12/15/2025	HAZEN, RHONDA R	138.52
	Manual Check	Pay period 10/01/2025 to 12/15/2025	
26359	12/15/2025	HUGILL, DONALD R	92.35
	Manual Check	Pay period 10/01/2025 to 12/15/2025	
26360	12/15/2025	LEAHY, SCOTT K	161.61
	Manual Check	Pay period 10/01/2025 to 12/15/2025	
26361	12/15/2025	PETERSON, MICHAEL	138.52
	Manual Check	Pay period 10/01/2025 to 12/15/2025	
26362	12/15/2025	VALCHEFF, CHRISTOPHER	138.52
	Manual Check	Pay period 10/01/2025 to 12/15/2025	
26363	12/17/2025	COMPLIANCE SERVICES OF WISCONSIN INC	290.00
		INVOICE #47117	
26364	12/17/2025	EQUITY APPRAISAL, LLC	1,675.00
		10/1/2025-12/31/2025 MAINTENANCE	
26365	12/17/2025	INSIGHT	1,309.62
		ID #8373159	

GENERAL FUND ACCOUNT

ALL Checks

Posted From: 12/03/2025 From Account:
Thru: 12/31/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
26366	12/17/2025	JEFFERSON FIRE & SAFETY, INC. INVOICE #IN333092	955.50
26367	12/17/2025	KWIK TRIP INC ACCOUNT #00427134	570.66
26368	12/17/2025	MUELLER GRAPHICS	525.00
26369	12/17/2025	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC ACCOUNT #0012770006	910.98
26370	12/17/2025	PREMIER COOPERATIVE	1,238.30
26371	12/17/2025	PROFESSIONAL PEST CONTROL INC	137.00
26372	12/17/2025	REPUBLIC SERVICES ACCOUNT #3-0935-9935104	6,198.25
26373	12/17/2025	RHYME INVOICE #AR892494	88.58
26374	12/17/2025	SANTA COP FUND SANTA COP DONATION - HEYGOV	875.00
26375	12/17/2025	VILLAGE OF BARNEVELD TO ACCOUNT #800-00-25100-000-000	94,163.13
26376	12/17/2025	VISA ACCT #1650 ZOOM	1,388.99
26377	12/22/2025	KYRA DANZ REFUND FOR OPERATORS APP - NOT COMPLETE	15.00
V4412	12/15/2025	ARNESON, ERIC Manual Check Pay period 11/29/2025 to 12/12/2025	1,921.11
V4413	12/15/2025	COPUS, AUTUMN Manual Check Pay period 11/29/2025 to 12/12/2025	1,127.86
V4414	12/15/2025	OYEN, JEREMY M Manual Check Pay period 11/29/2025 to 12/12/2025	1,554.39
V4415	12/15/2025	RANNEY, MICHAEL Manual Check Pay period 11/29/2025 to 12/12/2025	373.34
V4416	12/15/2025	SAILING, SHARILYN Manual Check Pay period 11/29/2025 to 12/12/2025	780.29
V4417	12/15/2025	SCHULENBURG, AGNES M Manual Check Pay period 11/15/2025 to 12/13/2025	378.92
V4418	12/15/2025	STAMM, ANN Manual Check Pay period 11/29/2025 to 12/12/2025	199.30

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Reprint Check Register - Quick Report - ALL

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TIF #1 FUND

ALL Checks

Posted From: 12/03/2025 From Account:
Thru: 12/31/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
ONLINE TRANS	12/08/2025	VILLAGE OF BARNEVELD	4,759.60
		Manual Check DUE TO TIF #2 FROM TIF #1	

Grand Total 4,759.60

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Reprint Check Register - Quick Report - ALL

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WATER O & M ACCOUNT

ALL Checks

Posted From: 12/03/2025 From Account:
Thru: 12/31/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
6359	12/03/2025	PORTZEN CONSTRUCTION INC PAY REQUEST #14 - WELLHOUSE #3	276,782.50
6360	12/17/2025	AT&T MOBILITY-CC	264.09
6361	12/17/2025	CT LABORATORIES LLC INVOICE #199345 - TESTING	395.00
6362	12/17/2025	WI STATE LABORATORY OF HYGIENE INVOICE #827876 - FLUORIDE	31.00

Grand Total 277,472.59

GENERAL FUND ACCOUNT

ALL Checks

Posted From: 11/30/2025 From Account:
Thru: 11/30/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
AUTOMATIC	11/30/2025	MADISON GAS & ELECTRIC	26.48
		Manual Check ACCOUNT #2400132105	
AUTOMATIC	11/30/2025	AT&T MOBILITY	184.87
		Manual Check	
AUTOMATIC	11/30/2025	BARNEVELD UTILITIES	62.83
		Manual Check ACCOUNT #3010	
AUTOMATIC	11/30/2025	ALLIANT ENERGY	2,428.17
		Manual Check	
Grand Total			2,702.35

BARNEVELD LIBRARY FUND

ALL Checks

Posted From: 11/30/2025 From Account:
Thru: 11/30/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
AUTO	11/30/2025	MADISON GAS & ELECTRIC	25.92
		Manual Check ACCOUNT #7800112796	
AUTO	11/30/2025	BARNEVELD UTILITIES	141.84
		Manual Check ACCOUNT #3003	
AUTO	11/30/2025	ALLIANT ENERGY	397.47
		Manual Check ACCOUNT #9745030000	
AUTO	11/30/2025	CHARTER COMMUNICATIONS	160.00
		Manual Check ACCT#8285120170005248 SPECTRUM BUSINESS	
Grand Total			725.23

SEWER O & M ACCOUNT

ALL Checks

Posted From: 11/30/2025 From Account:
Thru: 11/30/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
AUTOMATIC	11/30/2025	ALLIANT ENERGY	3,747.45
		Manual Check	
Grand Total			3,747.45

WATER O & M ACCOUNT

ALL Checks

Posted From: 11/30/2025 From Account:
Thru: 11/30/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
AUTOMATIC	11/30/2025	FRONTIER	8.50
		Manual Check ACCOUNT 262-002-8702-030375-5	
AUTOMATIC	11/30/2025	BARNEVELD UTILITIES	218.67
		Manual Check ACCT #3017	
AUTOMATIC	11/30/2025	ALLIANT ENERGY	1,619.24
		Manual Check ACCOUNT #1609450000-WELL 1	
Grand Total			1,846.41

In Progress Checks - Quick Report - ALL
 ALL Checks by Payee
 GENERAL FUND ACCOUNT

Dated From: 1/06/2026 From Account:
 Thru: 1/06/2026 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
Previous Year Expense	1/06/2026	AUTO VALUE MT HOREB CUSTOMER #70400011 DODGE BATTERY	251.99
	1/06/2026	CHARTER COMMUNICATIONS ACCOUNT #170783001	58.78
Previous Year Expense	1/06/2026	COMELC SERVICE, INC. INVOICE #2047 - NEW RADIOS FOR SNOWPLOWS	4,735.30
	1/06/2026	COMPLIANCE SERVICES OF WISCONSIN INC	315.00
Previous Year Expense	1/06/2026	GRAY'S INC INVOICE #39334	1,319.00
Previous Year Expense	1/06/2026	ISTATE TRUCK CENTER INC INV#C272040145:01-FLOOR MATS-WESTERN STA	346.02
Previous Year Expense	1/06/2026	KEVIN'S OVERHEAD DOOR LLC INVOICE #4152 - MIDDLE WEST SHOP DOOR	233.00
	1/06/2026	LEAGUE OF WISCONSIN MUNICIPALITIES MEMBERSHIP ID #10033 - 2026 LEAGUE DUES	1,109.71
Previous Year Expense	1/06/2026	MSA PROFESSIONAL SERVICES, INC.	1,229.38
	1/06/2026	STAFFORD ROSENBAUM LLP	932.00
	1/06/2026	TOWN OF BRIGHAM JANUARY 2026 SALT SHED RENTAL	300.00
Previous Year Expense	1/06/2026	VC3 INC INVOICE #VC3-232472 - DECEMBER	418.00
	1/06/2026	WORKHORSE SOFTWARE SERVICES, INC. 2026 ANNUAL SUPPORT	5,175.00
Grand Total			16,423.18

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In Progress Checks - Quick Report - ALL
ALL Checks by Payee
SEWER O & M ACCOUNT

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Dated From: 1/06/2026 From Account:
Thru: 1/06/2026 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
Previous Year Expense	1/06/2026	MSA PROFESSIONAL SERVICES, INC.	1,959.28
	1/06/2026	VILLAGE OF BARNEVELD JANUARY DEPOSIT	6,942.00
		Grand Total	8,901.28

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In Progress Checks - Quick Report - ALL
ALL Checks by Payee
WATER O & M ACCOUNT

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Dated From: 1/06/2026 From Account:
Thru: 1/06/2026 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
Previous Year Expense	1/06/2026	MARTELLE WATER TREATMENT INC	425.16
Previous Year Expense	1/06/2026	MSA PROFESSIONAL SERVICES, INC.	81,831.29
		Grand Total	82,256.45

11/25/2025

Greetings,

We would like to take the opportunity to thank your organization for utilizing services through the **Upland Hills Health Occupational Health Program**. A recent review of our Occupational Health program indicated the need to ensure we have a written agreement regarding our services to you.

Enclosed with this letter, you will find the following documents:

- The **Upland Hills Health Occupational Health Services Agreement**
- A listing of our current services and rates on **Exhibit A**
- The **HIPAA Authorization Agreement to Disclose PHI**
(Please note: this authorization will be presented to each employee at the time of service, ensuring they understand that Upland Hills Health will communicate results to their employer.)

We greatly appreciate your partnership and look forward to working with you in the future.

Please return the signed agreement using the enclosed envelope within 14 days upon receipt to Attn: Becca Williams or e-mail the signed agreement to williamsb@uplandhillshealth.org.

For specific questions regarding the agreement or pricing, please feel free to contact me at 608-930-7148 or karlsk@uplandhillshealth.org.

Warm regards,

Krisann M. Karls, M.S., CCC-SLP

Director of Therapy and Wellness
Vice President of Ancillary Services
Occupational Health Coordinator

AGREEMENT FOR OCCUPATIONAL HEALTH SERVICES

THIS AGREEMENT FOR OCCUPATIONAL HEALTH SERVICES (the "Agreement") is entered into this ___ day of _____, 2025, by and between Upland Hills Health, Inc., a Wisconsin nonstock corporation ("Hospital") and _____, a _____ doing business in Wisconsin ("Client").

RECITALS

- A. Hospital provides various occupational health care services including, but not limited to injury treatment, wellness promotion and assistance in managing cases of occupational illness or injury; and
- B. Client desires to arrange for the delivery of such expertise and services for its employees.

NOW, THEREFORE, the parties hereby agree as follows:

1. **SERVICES.** Subject to the terms and conditions contained herein, Hospital agrees to provide occupational health service as set forth in Exhibit A, to this Agreement (the "Services") for Client. Any changes in the Services must be approved in advance in writing by both parties.

- 1.1 **Contact Person.** Each party shall designate a contact person to serve as liaison to the office for purposes of ongoing coordination of Services performed under this Agreement. Unless otherwise notified, the designated contact persons for this Agreement shall be, for Client:

Name, Title:
Address:
Phone/Fax:
Email:

And, for Hospital:

Name, Title: Krisann Karls, VP of Ancillary Services
Address: 800 Compassion Way, Dodgeville, WI 53533
Phone: 608-930-7148
Email: karlsk@uplandhillshealth.org

- 1.2 **Documents and Records of Service.** Records created and maintained by Hospital under this Agreement shall be the property of Hospital. Subject to Client employees' authorization, Client shall have access to such records without charge for the duration of any retention period agreed to by the parties. For any documents created by Hospital that do not contain protected health information, such documents shall be the property of Client.

- 1.3 **Hours of Coverage.** The Services shall be provided at the locations and hours designated on Exhibit A. Outside of these coverage hours, (or in cases of clear emergency) employees with occupational illness or injury may go to the Hospital's Emergency Department.
 - 1.4 **Qualifications of Staff.** Hospital will assure and provide documentation to Client, as reasonably requested, to confirm that all Hospital employees providing Services under this Agreement are appropriately trained and qualified to perform the Services required by this Agreement. Further, Hospital hereby represents and warrants that each employee providing Services under this Agreement will be currently licensed and/or registered or certified as, and if, required by applicable state law. If required by state law, Hospital will assure that appropriate protocols, physician supervision and/or consultation is provided.
 - 1.5 **Relationships.** Hospital shall establish and maintain positive working relationships with Client's employees, management and all other contacts necessary to perform services under this Agreement.
 - 1.6 **Control Over Medical Judgment.** It is expressly agreed that Client shall neither have nor exercise any control over the professional medical judgment or methods used by Hospital and its employees and consultants in the performance of Services hereunder. However, Hospital agrees that it shall at all times perform its duties and functions hereunder in conformance with currently approved practices in the field of occupational health/medicine and in a competent and professional manner.
2. **ELIGIBLE EMPLOYEES.** Client shall provide each eligible employee with an identification card or other written documentation and require each eligible employee to present such identification or documentation to Hospital at the time of Service to confirm the employee's eligibility for Services under the Agreement.
 3. **BILLING AND PAYMENT.** The Services provided under this Agreement shall be billed to and reimbursed as follows:
 - 3.1 **Payers.** Regardless of where provided, Services will be billed by Hospital to Client at the established rates set out in Exhibit A or billed directly to the Client's Workers' Compensation Insurer. Exhibit A shall describe each category of Occupational Health Service to be provided under this Agreement and shall also state the method and source of payment, including the rate(s) as pertinent. Client will be billed for held or no-show appointments unless the appointment is cancelled by Client or the Client employee more than twenty-four (24) hours prior to the appointment. In the case of non-work-related injuries or illness, at Client's request, Hospital may bill the employee's private health insurance company. The parties agree that no new Services will be commenced until an updated Exhibit A has been signed by both parties and further that Exhibit A will be updated as to rates and services as needed.

- 3.2 **Invoice.** For all Services to be paid directly from Client to Hospital, Hospital shall provide Client with an invoice listing all services provided and fees charged for services rendered during the preceding month. Client shall pay all fees within thirty (30) days of receiving an invoice from Hospital. If the Services are being billed to third parties, Client agrees to assist Hospital by providing current billing information and other assistance as needed.
- 3.3 **Rate and Charge Adjustments.** Hospital may periodically amend the rates and charges for Services in Exhibit A unilaterally upon providing thirty (30) days' written notice to Client.
- 3.4 **No Outside Billing.** Fees paid by Client to Hospital in accordance with this Agreement shall be Hospital's sole compensation for Services performed hereunder. Hospital shall not bill Client employees, insurance companies, or any third parties for Services performed under this Agreement; provided, however, any direct patient care services provided to a Client employee or prospective employee outside of this Agreement or other than Services herein, shall be billed separately to Client employee or Client employee's insurance and shall not be subject to or covered by this Agreement. For purposes of clarity, in the event Client's employee fails an exam, services provided by Hospital beyond the initial physical exam and test are outside the scope of this Agreement and may be provided by Hospital directly to the individual and billed directly to the patient and/or his or her third party payor(s). Moreover, any result of such services or records thereof as related to provided services shall be subject to HIPAA protection and shall not be provided to Client nor shall it be considered part of the HIPAA authorization provided by the Client employee hereunder.
4. **RECORDKEEPING AND CONFIDENTIALITY.** Hospital agrees to maintain, and to provide to Client upon request, statistical records and reports of service in a form agreed to by the parties from time to time. Hospital will make its best efforts to obtain employees' individual consents to disclose treatment records to Client at Client's request whenever consent is required by state or federal statute or regulation. Hospital agrees to maintain confidentiality of treatment records and records of service provided to Client and Client's employees in accordance with state and federal statutes and regulations governing such records.
5. **INDEPENDENT CONTRACTOR.** The relationship of the parties is that of independent contractors and the parties are not, by virtue of this Agreement or otherwise, made agents, employees, or joint venturers of each other. Hospital shall bear sole responsibility for payment of compensation to its personnel. Hospital shall pay and report, for all personnel assigned to Client's work, federal and state income tax withholding, social security taxes, and unemployment insurance applicable to such personnel as employees of Hospital. Hospital shall bear sole responsibility for any health or disability insurance, retirement benefits, or other welfare or pension benefits, if any, to which such personnel may be entitled.

6. **INSURANCE AND LIMITATION ON LIABILITY.**

6.1 **Insurance.** During the term of this Agreement, Hospital shall maintain in full force and effect, covering its acts and omissions and those of its agents, and provide written certificates thereof to the other party upon request, professional liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate through insurance companies authorized to do business in Wisconsin. Hospital shall also maintain worker's compensation insurance as required by state law.

6.2 **Limitation on Liability.** Each party agrees to accept and is responsible for its own acts and omissions in providing services under this Agreement as well as those acts or omissions of its employees and agents and nothing in this Agreement shall be construed as placing any responsibility for such acts or omissions onto the other party, except as otherwise provided in this Agreement.

7. **TERM AND TERMINATION.** The term of this Agreement shall commence on _____, 2025 and continue for two (2) year(s) unless otherwise terminated as permitted herein. Thereafter, this Agreement shall automatically renew for additional two (2) year terms unless either party provides written notice of its intent not to renew not less than ninety (90) days prior to the end of the initial or any renewal term. Notwithstanding the stated term, this Agreement may be terminated as follows:

7.1 **Without Cause.** By either party, without penalty, upon giving the other party not less than thirty (30) days' prior written notice of termination in writing, specifying the effective date of termination.

7.2 **With Cause.** By either party upon the material breach by the other party which remains uncured after fifteen (15) days' notice by the non-breaching party to the breaching party which specifies the nature of the breach.

7.3 **By Mutual Agreement.** By express written agreement of the parties at any time, subject to any terms or conditions set forth in such agreement.

8. **NOTICES.** Any notice required to be given by this Agreement shall be sufficient if in writing and if personally delivered to the addressee or, if mailed, by United States mail, first class, postage prepaid, to, in the case of Client:

Name, Title:
Address:

and, in the case of Hospital:

Name, Title: Krisann Karls, VP of Ancillary Services
Address: 800 Compassion Way, Dodgeville, WI 53533

9. **CLINICAL AND OFFICE EQUIPMENT AND SUPPLIES.** Hospital shall be solely responsible for properly equipping its personnel with the clinical and office (including computer) equipment necessary to provide Services under this Agreement and for the purchase of related supplies and for the routine maintenance and repair of such equipment.

10. **HIPAA AND PROTECTED HEALTH INFORMATION.**

10.1 **HIPAA Authorization.** Each Client employee seeking Services shall be provided with Hospital's standard notice of privacy practices. Each Client employee shall be required to sign a consent for services. If the Client requires results or information from the service (e.g., post incident drug/alcohol screen) or verification of the service provided to the individual (e.g., immunization) as a condition of payment to Hospital, Client shall require the employee to complete and submit an authorization form required by Hospital attached hereto as Exhibit B permitting Hospital to evaluate Client employee and share protected health information ("PHI") with Client arising from the visit. If a Client employee refuses to sign such consent and authorization form, Hospital shall be under no obligation to provide Services to Client employee. To the extent authorized by Client employee, Hospital agrees to maintain, and to provide to Client upon request, reports of Services in a form agreed to by the parties. The contact persons set forth in Section 1.1 shall coordinate the securing of consent and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") authorization and shall ensure that Hospital has or obtains such consent and HIPAA authorization prior to rendering Services to Client employee. Hospital shall at all times comply with the requirements of HIPAA when performing Services under this Agreement. Hospital shall disclose PHI to Client as permitted under 45 CFR §164.512(b)(1)(v) when requested by Client for any of the purposes described in such section.

10.2 **Permissible Disclosures.** In addition to the disclosures described in subsection 10.1, Hospital may disclose PHI to workers' compensation insurers, State administrators, and other persons or entities involved in workers' compensation systems without the individual's authorization as authorized by and to the extent necessary to comply with laws relating to workers' compensation or similar programs established by law that provide benefits for work-related injuries or illness without regard to fault. This includes programs established by the Black Lung Benefits Act, the Federal Employees' Compensation Act, the Longshore and Harbor Workers' Compensation Act, and the Energy Employees' Occupational Illness Compensation Program Act.

10.3 For all other situations not described in this Section 10, Hospital must obtain a valid, HIPAA-compliant written authorization from the individual to provide PHI to Client. Unless otherwise agreed to in advance between Client and Hospital based on additional clinic Services that may be added from time to time, Hospital shall obtain such authorization prior to rendering Services to the Client employee.

10.4 Hospital and Client agree Client is not providing any services on Hospital's behalf and shall not, under any circumstances, be considered a Business Associate of

Hospital, as that term is defined in HIPAA. Any disclosures of information or PHI to Client shall be authorized under subsections 10.1 through 10.3 above.

11. **NON-SOLICITATION.** Throughout the term of this Agreement (including any renewal term) and for a period immediately following termination (for any or no reason) of the Agreement, Client will not directly solicit (on behalf of any individual or entity other than Hospital) for employment any then current or former employee of Hospital who during the term of the Agreement (and any renewal term) provided Services on behalf of Hospital for Client. An individual responding to a general advertisement for employment, open to the public at large, will not be considered direct solicitation under this Section 11.
12. **MISCELLANEOUS.** The following additional conditions apply to this Agreement:
 - 12.1 **Severability.** In the event one or more of the provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired thereby unless the effect of such invalidity is to substantially impair or undermine either party's rights and benefits hereunder.
 - 12.2 **Assignment.** This Agreement may not be assigned or transferred, nor may any of the duties and responsibilities be assigned or transferred without the written consent of the other party.
 - 12.3 **Waiver.** The failure of either party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such party with respect thereto shall continue in full force and effect.
 - 12.4 **Amendment.** Except as otherwise set forth in this Agreement, this Agreement may be amended only by written agreement of the parties.
 - 12.5 **Applicable Law.** This Agreement shall be interpreted according to the law of the state of Wisconsin without regard to its choice of law provisions.
 - 12.6 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and subsumes and incorporates all prior written and oral statements and understandings.
 - 12.7 **No Third Party Beneficiaries.** This Agreement is executed for the benefit of the named parties only. Nothing in this Agreement or in the negotiation of this Agreement shall have the effect of conferring any rights or expectations on any third party. No one other than a party to this Agreement or a party's permitted successor or assign shall have the right to enforce any covenant, term or condition in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the dates set opposite their respective names.

**UPLAND HILLS HEALTH, INC.
HOSPITAL**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CLINICAL

Audiology	
<i>Audiology Screening -- Available at UHH Clinics by appointment (M-F, 8:00am-5:00pm)</i>	\$ 33.00
<i>Audiological Evaluation -- Available at UHH by appointment (M/T/TH, 8:00am-5:00pm)</i>	\$ 53.00
CDL Exam	\$ 150.00
<i>Available at UHH by appointment (M-F, 7:30am-4:30pm)</i>	
DOT Physical	\$ 150.00
<i>Available at UHH Clinics by appointment (M-F, 8:00am-5:00pm)</i>	
Ergonomics in Work Environment - 60 minutes	\$ 278.00
<i>Available onsite, by appointment only</i>	
Pre-Employment/Post Injury Physical Performance Test	\$ 107.00
<i>Available at UHH Therapy & Mt. Horeb Therapy by appointment (M-F, 8:00am-5:00pm)</i>	
Pre-Employment Physical	\$ 150.00
<i>Available at UHH Clinics by appointment (M-F, 8:00am-5:00pm)</i>	
TB Skin Test	\$ 36.00
<i>Available at UHH Clinics by appointment (M-F, 8:00am-5:00pm)</i>	
Travel Health Consults	\$ 250.00
<i>Available at UHH Clinics or onsite, by appointment only</i>	

LABORATORY

Blood Draw	\$ 21.00
<i>Available at UHH by appointment (M-F, 7:30am-4:30pm)</i>	
Breath Alcohol Test	\$ 60.00
<i>Available at UHH by appointment (M-F, 7:30am-4:30pm)</i>	
Lead Levels	\$ 48.00
<i>Available at UHH (M-F, 7:30am-4:30pm) or onsite by appointment</i>	
Post Incident Drug Collection	\$ 40.00
<i>Available at UHH 24/7</i>	
Legal Alcohol Collection	\$ 230.00
<i>Available at UHH 24/7</i>	
Pre-Employment/Random Drug Screen Collection	\$ 40.00
<i>Available at UHH by appointment (M-F, 7:30am-4:30pm)</i>	
Pre-Employment/Random Drug Collection and Screen (In House)	\$ 79.00
<i>Available at UHH by appointment (M-F, 7:30am-4:30pm)</i>	
QuantiFERON Gold	\$ 129.00
<i>Available at UHH by appointment (M-F, 7:30am-4:30pm)</i>	
Titers/Immune Status - Rubella	\$ 24.00
<i>Available at UHH by appointment (M-F, 7:30am-4:30pm)</i>	
Titers/Immune Status - Other	Call/Varies by Location
<i>Available at UHH by appointment (M-F, 7:30am-4:30pm)</i>	

VACCINATIONS

Vaccine Administration	\$ 17.00
<i>Available at UHH Clinics or onsite, by appointment only</i>	
Hepatitis B Vaccine	\$ 85.00
<i>Available at UHH Clinics by appointment (M-F, 8:00am-5:00pm)</i>	
Seasonal Influenza Vaccine	\$ 25.00
<i>Available at UHH Clinics or onsite, by appointment only</i>	
Tdap Vaccine	\$ 58.00
<i>Available at UHH Clinics by appointment (M-F, 8:00am-5:00pm)</i>	
Travel Vaccinations	Call/Varies by Location
<i>Available at UHH Clinics or onsite, by appointment only</i>	
Varicella (Chicken Pox) Vaccine	\$ 227.00
<i>Available at UHH Clinics by appointment (M-F, 8:00am-5:00pm)</i>	

TRAINING SERVICES (Instruction prices based on per person)

Travel per Mile	\$ 0.70
Adult & Pediatric	
<i>Adult & Pediatric CPR AED Only -- In Person</i>	\$ 70.00
<i>Adult & Pediatric First Aid/CPR/AED -- In Person</i>	\$ 96.00
<i>Adult & Pediatric First Aid/CPR/AED & Bloodborne Pathogens -- In Person</i>	\$ 114.00
<i>Adult & Pediatric First Aid/CPR/AED & Bloodborne Pathogens Refresher -- In Person</i>	\$ 85.00
<i>Adult & Pediatric First Aid/CPR/AED Blended -- Blended</i>	\$ 55.00
Advanced Live Support in Obstetrics	
<i>Advance Life Support in Obstetrics - RN, Residents, Students -- In Person</i>	\$ 250.00
<i>Advanced Life Support in Obstetrics - Providers -- In Person</i>	\$ 450.00
Bloodborne Pathogens	\$ 18.00
<i>In Person</i>	
BLS	
<i>BLS -- Blended</i>	\$ 65.00
<i>BLS ILT -- Blended</i>	\$ 70.00
<i>BLS Online + Skills Initial -- Online</i>	\$ 100.00
<i>BLS Online + Skills Renewal -- Online</i>	\$ 60.00
<i>BLS Renewal ILT -- In Person</i>	\$ 65.00
First Aid & Bloodborne Pathogens	\$ 55.00
<i>In Person</i>	
First Aid Skills Check	\$ 85.00
<i>In Person</i>	
Trauma Nursing Core Course (TNCC)	\$ 375.00
<i>In Person</i>	
ACLS	
<i>Blended</i>	\$ 250.00
<i>Online</i>	\$ 180.00
NRP	
<i>Blended</i>	\$ 180.00
<i>In Person</i>	\$ 150.00
PALS	
<i>Blended</i>	\$ 250.00
<i>Online</i>	\$ 180.00

Contact Krisann Karls at 930-7148 or karlsk@uplandhillshealth.org
with requests for services or any questions you may have.

EXHIBIT B
HIPAA AUTHORIZATION AGREEMENT TO DISCLOSE PHI

I, *[name of individual]* _____ understand that Upland Hills Health ("Health Care Provider") provides occupational health services to _____ ("Employer"). I understand that the services I am receiving are required by my employer as a condition of employment. I authorize Health Care Provider to disclose protected health information collected or created during my visit/treatment to Employer for employment-related purposes. The protected health information subject to such disclosure may include results from physical exams, evaluations, assessments or screens, drug testing, pulmonary function testing, immunizations, and/or work conditioning.

This authorization is effective on the date of my signature below and expires on my last day of employment, unless earlier revoked. I understand that once the information is disclosed by Health Care Provider, it may be re-disclosed by Employer and loses its protected status under the federal law known as the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

I may revoke this authorization at any time by giving written notice to the Health Information Management (H.I.M.) at Upland Hills Health 800 Compassion Way, Dodgeville, WI 53533. I am aware that any revocation is not effective as to disclosures made by the Health Care Provider in reliance on this authorization before such revocation.

I understand that if I do not execute this authorization or if I revoke this authorization before the protected health information is disclosed to Employer, then Health Care Provider will not treat me and Employer may take employment-related action based on not receiving the protected health information.

I understand I will be provided with a copy of this Authorization Form after signing.

.....

[Signature of employee]

[Date]

.....

[Printed name of employee]