VILLAGE OF PARK RIDGE
BOARD MEETING MINUTES
August 19, 2024

****

MEETING CALLED TO ORDER – President Steve Menzel called the Park Ridge Village Board to order at 5:30 pm. The Village Board meeting was held in person at the Village Hall. After the recitation of the Pledge of Allegiance by members present, a roll call was taken. Trustees Barb Friedrich, Gordon Renfert, Kristin Paulson, Dan Holloway and Steve Menzel, interim clerk Shanna Behrend and treasurer Melissa Clark were present. Residents Jim LaMar and Tori Jennings attended in person and Shawn Paulson attended via zoom.

AGENDA ITEM #1 - APPROVAL OF THE AUGUST AGENDA – Menzel asked the Board members if there were any changes regarding the August agenda. Holloway made a motion to approve, with no changes. Friedrich seconded the motion. Motion carried by voice vote, with no negative votes.

AGENDA ITEM #2 – PUBLIC COMMENT PERIOD - The public comment section was opened to anyone who wished to speak on any agenda item. No comments were made.

AGENDA ITEM #3 – **PUBLIC COMMENT PERIOD -** The public comment section was opened to anyone who wished to speak on any non-agenda item. Resident Jenning stated that she would wait until the agenda item was being discussed to speak.

AGENDA ITEM #4 – REVIEW & APPROVE BOARD MEETING MINUTES FROM JULY 15, 2024 – Menzel and Holloway had some minor edits. Paulson motioned to approve the minutes with the edits mentioned. Seconded by Renfert. Motion carried by voice vote, with no negative votes.

AGENDA ITEM #5 – REVIEW AND ACCEPT JULY TREASURER'S REPORT – Treasurer Clark explained that the payroll expenses are the village's FICA payments. Menzel also asked about how the loans are listed on the balance sheet. Renfert made a motion to accept the treasurer's report. Seconded by Holloway. Roll call was taken; Renfert – yes, Paulson – yes, Holloway – yes, Friedrich – yes, Menzel – yes.

AGENDA ITEM #6 – REVIEW AND APPROVE JULY & AUGUST BILLS/PAYMENTS – Friedrich made the motion to approve the bills, seconded by Paulson. Roll call was taken; Paulson – yes, Holloway – yes, Friedrich – yes, Renfert– yes, Menzel – yes.

DISCUSSION AND/OR POSSIBLE ACTION ON THE FOLLOWING ITEMS:

AGENDA ITEM #7 – VILLAGE RIGHT OF WAY ORDINANCE – The final draft before the public hearing of the Right-of-Way Ordinance was discussed. Resident Jennings stated her concerns about the swale implementation and communication between the engineers and subcontractors about the removal of existing trees and clear cutting. Menzel and Holloway explained that the ordinance is written with intent to keep as many trees as possible unless it is determined to be a hazard. There will be a very detailed plan created by designers working with village residents and hopefully acceptable to everyone. Holloway noted some formatting issues in the draft. The board discussed wording and fine tuning to make sure the ordinance is clear and concise and there are no misunderstandings. Paulson made the motion to adopt the Park Ridge Street Right-of-Way Driveway and Parking Ordinance Draft with changes discussed to present to the village in the next two weeks for a public hearing and final approval at the September 2024 board meeting. Seconded by Friedrich. Roll call was taken; Holloway – yes, Friedrich – yes, Renfert – yes, Paulson – yes, Menzel – yes.

AGENDA ITEM #8 – UPDATE ON PARK RIDGE SPEED LIMITS – Menzel had sent a letter to the city of Stevens Point mayor, two alderpersons and the city Director of Public Works discussing the concern about speed limits on Park Ridge Drive. The response from the city stated that they are taking three courses of action. They will be collecting traffic data from each speed zone. They will be using the latest edition of the MUTCD (Manual of Uniform Traffic Control Devices) which allows for more local control over the setting of speed limits and if the changes are not to technical, would do a speed study later this fall.

AGENDA ITEM #9 – ELECTION UPDATE – Clerk Behrend discussed the August Partisan Primary. The village had higher than average turnout and no issues with the voting equipment. Paulson asked if we have enough poll workers for the November General Election. Clerk Behrend said that she believes we have enough and would be scheduling

an extra worker on each shift to help with equipment questions. Election results can be found here: https://vi.parkridge.wi.gov/wp-content/uploads/2024/08/2024-PARTISAN-PRIMARY-ELECTION-RESULTS.pdf

AGENDA ITEM #10 – ROAD PROJECT UPDATE – Menzel and Holloway met with Dan Knoeck from MSA (Engineering Firm) about moving forward from their assistance with the capital improvement plan to consulting on the upcoming road projects. MSA will be submitting a proposal on how to navigate their consulting role between now and when we start going out for bids on the project. Menzel met with Joel Lemke, Director of Utilities for Stevens Point, to discuss the water contract needed for the new hydrants being put in as part of the capital improvement plan and the process in which residents can hook up to the water mains. The resident is responsible for the cost of connection to the main. The cost of the water hydrants is part of the design plan but is not included in the grants received. Menzel has contacted and will continue research sources for loan options for funding the road projects and separate sources for hydrant funding.

AGENDA ITEM #11 – VILLAGE HALL ENTRANCE SIGN – the Park Ridge entrance sign in front of the village hall has not been maintained properly over the years. Resident LaMar contacted the Schmeekle Reserve sign department, they made the original sign, about the best way forward. Their proposal is to update the sign and replace the posts. If the sign is unable to be updated, they would replace the whole sign. The cost to refurbish the sign is $1265.00 and the cost for a new sign is $1780.00. Hollway made a motion to approve up to $1700.00 to either refurbish or replace the existing sign. Seconded by Friedrich. Roll call was taken; Renfert – yes, Paulson – yes, Holloway – yes, Friedrich – yes, Menzel – yes.

AGENDA ITEM #12 – EMERGENCY GENERATOR MAINTENANCE – Menzel investigated replacing our generator with a smaller generator. The current size of the generator is not necessary for the village needs, He contacted Adams Power Solutions and was told that the cost of replacing the generator was more than the village wanted to spend. He is also waiting for an estimate from Adams Power Solutions for generator maintenance.

AGENDA ITEM #13 – APPROVE PUBLIC RECORDS FEE SCHEDULE – Friedrich made the motion to approve the Public Records Fee Schedule for open records requests, seconded by Renfert. Motion carried by voice vote, with no negative votes.

AGENDA ITEM #14 – UPDATE ON CLERK POSITION - Friedrich and Paulson explained that the updated clerk position will be posted on Indeed, the village website, and postcards will be sent to village residents with the job description and instructions on how to apply. The board discussed whether to pay for an Indeed account. Paulson agreed to be the point person for checking the Indeed account and village email for possible applicants.

AGENDA ITEM #15 – SET DATE FOR NEXT BOARD MEETING – The date is set for September 16, 2024, at 5:30 pm.

AGENDA ITEM #16 - ADJOURN - The meeting adjourned at 7:55 PM

_____
SHANNA BEHREND
INTERIM VILLAGE CLERK

_____
STEVE MENZEL
VILLAGE PRESIDENT

VILLAGE OF PARK RIDGE
Balance Sheet
As of August 31, 2024

	Aug 31, 24
ASSETS	
Current Assets	
Checking/Savings	
11110 · Checking	32,656.45
11310 · Operating Account	157,779.44
11340 · Reserve Account-Pineries-ARPA	30,985.73
11343 · Pineries MM# 8005-467-9	112,919.83
11345 · Reserve Account-Bank of Amherst	10,145.54
11350 · CD Account	104,104.94
11360 · Petty Cash	200.00
Total Checking/Savings	448,791.93
Other Current Assets	
12100 · Taxes Receivable	261,458.10
Total Other Current Assets	261,458.10
Total Current Assets	710,250.03
TOTAL ASSETS	**710,250.03**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
2047 · Village Credit Card-2449	-8.00
Total Credit Cards	-8.00
Other Current Liabilities	
2100 · State W/H Tax	248.53
21511 · Federal W/H Tax	643.40
24700 · Due other taxing authorities	250,404.72
24800 · Due SP Utilities	4,058.00
Total Other Current Liabilities	255,354.65
Total Current Liabilities	255,346.65
Total Liabilities	255,346.65
Equity	
3010 · Office Equipment Reserve	82.68
3018 · Street Reserve	638.28
3020 · Sewer Reserve	2,500.00
3025 · Reassessment Reserve	9,000.00
3060 · Disaster Reserve	12,345.31
3070 · Santa Visit Reserve	1,550.00
34100 · General Undesignated Fund Bal	103,265.36
3900 · Retained Earnings	174,883.02
Net Income	150,638.73
Total Equity	454,903.38
TOTAL LIABILITIES & EQUITY	**710,250.03**

VILLAGE OF PARK RIDGE
Revenues & Expenses Budget vs. Actual
January through August 2024

	Jan - Aug 24	Budget	$ Over Budget	% of Budget	
Ordinary Income/Expense					
Income					
41110 · Local Tax Levied	361,886.19	363,098.00	-1,211.81	99.7%	
41800 · Int & Penalties on Taxes Levied	1.74				
43410 · Shared Revenues	7,750.01	12,676.00	-4,925.99	61.1%	
43420 · Fire Insurance	3,232.85	2,400.00	832.85	134.7%	
43430 · Exempt Computer Aid	462.47	462.47	0.00	100.0%	
43440 · Personal Property Aid	269.56	270.00	-0.44	99.8%	
43450 · State Video (Cable) Aid	1,700.20	1,700.00	0.20	100.0%	
43531 · Transportation Aid	10,005.63	13,338.87	-3,333.24	75.0%	
44110 · Liquor and Malt Beverage	930.00	1,000.00	-70.00	93.0%	
44120 · Cigarette/Bartender's Licenses	110.00	1,000.00	-890.00	11.0%	
44200 · Dog Licenses	148.00	350.00	-202.00	42.3%	
44300 · Building Permits/Inspections	2,468.78	2,000.00	468.78	123.4%	
44400 · Zoning/Variance Fees	0.00	200.00	-200.00	0.0%	
44500 · Cable Franchise Fees	4,100.57	4,500.00	-399.43	91.1%	
46100 · General Government	0.00	100.00	-100.00	0.0%	
48100 · Interest	2,972.98	2,000.00	972.98	148.6%	
48200 · CD Interest	0.00	500.00	-500.00	0.0%	
48900 · Miscellaneous Income	2,099.08	1,500.00	599.08	139.9%	
48905 · Late Fees	10.00				
Total Income	398,148.06	407,095.34	-8,947.28	97.8%	
Expense					
51100 · Village Board					
5110001 · President Salary	2,825.82	3,768.00	-942.18	75.0%	
5110002 · Trustee Salary	2,583.60	3,445.00	-861.40	75.0%	
5110003 · Santa Visit	805.99	500.00	305.99	161.2%	
5110004 · League of Municipalities Dues	0.00	400.00	-400.00	0.0%	
5110006 · Board Expenses	15.82	1,900.00	-1,884.18	0.8%	
Total 51100 · Village Board	6,231.23	10,013.00	-3,781.77		62.2%
51300 · Legal	2,452.50	4,000.00	-1,547.50		61.3%
51410 · Clerk/Treasurer					
5141001 · Clerk Compensation	29,192.38	40,685.00	-11,492.62	71.8%	
5141002 · Mileage and Expense	0.00	1,000.00	-1,000.00	0.0%	
5141006 · General Office Supplies	4,255.17	6,000.00	-1,744.83	70.9%	
5141007 · Training	0.00	1,500.00	-1,500.00	0.0%	
5141010 · Tax Collection Fee	1,450.56	1,500.00	-49.44	96.7%	
5141011 · Villagewide Mailing	0.00	1,000.00	-1,000.00	0.0%	
5141013 · Treasurer Bond	0.00	1,000.00	-1,000.00	0.0%	
5141014 · Pineries Bank Fees/Supplies	55.90				
5141016 · Accounting Consultation	0.00	1,000.00	-1,000.00	0.0%	
5141019 · Safe Deposit Box	0.00	50.00	-50.00	0.0%	
5141022 · Dues & Subscriptions	1,589.18	2,000.00	-410.82	79.5%	
5141025 · Background Checks	7.00	200.00	-193.00	3.5%	
5141026 · Treasurer Compensation	1,035.00	6,000.00	-4,965.00	17.3%	
5141027 · IT Services	750.00	1,500.00	-750.00	50.0%	
Total 51410 · Clerk/Treasurer	38,335.19	63,435.00	-25,099.81		60.4%

VILLAGE OF PARK RIDGE
Revenues & Expenses Budget vs. Actual
January through August 2024

	Jan - Aug 24	Budget	$ Over Budget	% of Budget
51420 · Elections				
5142001 · Inspectors	1,683.40	2,500.00	-816.60	67.3%
5142002 · Election Expenses	76.02	500.00	-423.98	15.2%
5142006 · Election Equipment	154.40	1,000.00	-845.60	15.4%
Total 51420 · Elections	1,913.82	4,000.00	-2,086.18	47.8%
51430 · Publication Fees	224.02	200.00	24.02	112.0%
51510 · Accounting				
5151001 · Reporting (Form C)	925.00	2,000.00	-1,075.00	46.3%
51510 · Accounting - Other	111.16			
Total 51510 · Accounting	1,036.16	2,000.00	-963.84	51.8%
51530 · Assessment of Property				
5153001 · Assessor Contract	5,220.00	5,800.00	-580.00	90.0%
5153004 · Bd of Review Notice Publication	0.00	150.00	-150.00	0.0%
Total 51530 · Assessment of Property	5,220.00	5,950.00	-730.00	87.7%
51600 · Village Hall				
5160001 · Maintenance Compensation	798.13	3,000.00	-2,201.87	26.6%
5160004 · Utilities	2,024.43	3,000.00	-975.57	67.5%
5160005 · Supplies and Equipment	448.70	2,500.00	-2,051.30	17.9%
5160006 · Repairs & Maintenance	2,950.43	2,000.00	950.43	147.5%
Total 51600 · Village Hall	6,221.69	10,500.00	-4,278.31	59.3%
51910 · Uncollectible Taxes	0.00	200.00	-200.00	0.0%
51938 · Insurance				
5193801 · General Liability	2,445.00	5,000.00	-2,555.00	48.9%
5193802 · Local Gov't Property	1,048.00	1,000.00	48.00	104.8%
5193803 · Worker's Compensation	1,645.00	2,000.00	-355.00	82.3%
Total 51938 · Insurance	5,138.00	8,000.00	-2,862.00	64.2%
52100 · Crossing Guard	3,376.44	3,500.00	-123.56	96.5%
52205 · Fire & EMS Protection				
5220521 · Fire Protection & EMT Contract	52,034.98	101,000.00	-48,965.02	51.5%
Total 52205 · Fire & EMS Protection	52,034.98	101,000.00	-48,965.02	51.5%
52400 · Building Inspection	3,580.84	4,000.00	-419.16	89.5%
52450 · Zoning Administration	403.68	550.00	-146.32	73.4%
53311 · Street Maintenance				
5331101 · Snow Plowing	17,166.00	27,000.00	-9,834.00	63.6%
5331103 · Street Maintenance	3,338.57	10,000.00	-6,661.43	33.4%
5331105 · Street Repair	0.00	1,000.00	-1,000.00	0.0%
5331113 · Engineering	14,968.00	31,000.00	-16,032.00	48.3%
Total 53311 · Street Maintenance	35,472.57	69,000.00	-33,527.43	51.4%
53315 · Sewers	53.48			

VILLAGE OF PARK RIDGE
Revenues & Expenses Budget vs. Actual
January through August 2024

	Jan - Aug 24	Budget	$ Over Budget	% of Budget
53420 · Street Lighting				
5342001 · Electric & Maintenance	8,042.96	13,500.00	-5,457.04	59.6%
5342004 · Digger Requests	2,234.27	4,000.00	-1,765.73	55.9%
Total 53420 · Street Lighting	10,277.23	17,500.00	-7,222.77	58.7%
53620 · Garbage Collection				
5362001 · Garbage Collection	21,340.48	32,520.00	-11,179.52	65.6%
5362002 · Fall Large Item Pick-up	832.00	800.00	32.00	104.0%
Total 53620 · Garbage Collection	22,172.48	33,320.00	-11,147.52	66.5%
53635 · Recycling cost				
5363501 · Recycling Collection	6,544.00	9,000.00	-2,456.00	72.7%
5363503 · Yard Waste Drop Off	5,300.00	5,200.00	100.00	101.9%
Total 53635 · Recycling cost	11,844.00	14,200.00	-2,356.00	83.4%
54100 · Humane Society Contract	1,356.02	1,500.00	-143.98	90.4%
55200 · Parks Dept. Pledge ($5.50/per)	2,915.00	3,000.00	-85.00	97.2%
Total Expense	210,259.33	355,868.00	-145,608.67	59.1%
Net Ordinary Income	187,888.73	51,227.34	136,661.39	366.8%
Other Income/Expense				
Other Expense				
58100 · Loan Principal				
58110 · Linwood Ave Project	5,116.89			
58120 · Line of Credit	19,415.30			
58100 · Loan Principal - Other	0.00	16,252.05	-16,252.05	0.0%
Total 58100 · Loan Principal	24,532.19	16,252.05	8,280.14	150.9%
58200 · Loan Interest				
58210 · Linwood Ave Project	3,133.11			
58220 · Line of Credit	9,584.70			
58200 · Loan Interest - Other	0.00	12,747.95	-12,747.95	0.0%
Total 58200 · Loan Interest	12,717.81	12,747.95	-30.14	99.8%
Total Other Expense	37,250.00	29,000.00	8,250.00	128.4%
Net Other Income	-37,250.00	-29,000.00	-8,250.00	128.4%
Net Income	**150,638.73**	**22,227.34**	**128,411.39**	**677.7%**

Professional Services Agreement

MSA Project Number: 09617004

This AGREEMENT (Agreement) is made effective September 9, 2024, by and between

MSA PROFESSIONAL SERVICES, INC (**MSA**)
Address: 146 North Central Ave, Marshfield, WI 54449
Phone: (715) 384-2133
Representative: Daniel Borchardt Email: dborchardt@msa-ps.com

VILLAGE OF PARK RIDGE (OWNER)
Address: 24 Crestwood Drive, Stevens Point, WI 54481
Phone: 715-340-7228
Representative: Steve Menzel Email: smenzel@vi.parkridge.wi.gov

Project Name: Village of Park Ridge Hillcrest Drive and Greenbriar Avenue Reconstruction

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

The schedule to perform the work is: Approximate Start Date: October 1, 2024
Approximate Completion Date: March 31, 2026

Fee
The lump sum fee for design work and bidding services is: **$156,300.00**

The fees for the construction administration, staking, and construction observation are to be determined around the time of project bidding.

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 the design, bidding, construction administration, and construction staking services will be on a lump sum basis. Payment for the construction observation 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 PARK RIDGE

Steve Menzel
President
Date:

MSA PROFESSIONAL SERVICES, INC.

Daniel Borchardt
Team Leader - Engineering
Date: 09/04/2024

OWNER ATTEST:

Shanna Behrend
Clerk
Date:

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees 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 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (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 10 of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROJECT DESCRIPTION

The Hillcrest and Greenbriar reconstruction project will be a complete street reconstruction including grading, base, new asphalt pavement, shoulders, and drainage improvements on Hillcrest Drive from Pinecrest Avenue to just east of Sunrise Avenue and on Greenbriar Avenue from Hillcrest Drive to Park Ridge Drive (STH 66). The scope of work also included installation of new watermain and service laterals on both streets and a new street lighting system. Spot sanitary sewer system may be included as needed. The proposed project is approximately 3,100 feet in length. No curb and gutter or sidewalk is anticipated. The Village has received a WisDOT Local Road Improvement Program Grant (LRIP MSID) for partial funding of the project.

SCOPE OF SERVICES

MSA will provide services as set forth below.

1. **Design**
    - **Project Administration**
        - Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
    - **Quality Assurance/Quality Control**
        - Employ documented quality-assurance/quality-control procedures throughout project.
        - Undertake project design to meet requirements of LRIP program, including Engineer's certification.
    - **Project Site Information**
        - Right-of-Way Research: utilize recorded survey documentation in project area to determine right-of-way locations.
        - Contact Utility One Call: utilize marking and mapping provided by one-call agency to assess locations of existing private utilities in the area.
        - Topographic Survey: collect location and elevation data of existing features at the site for use as basis of design.
        - Utility Structure Survey: investigate utility structures to obtain field measured invert elevations, penetrating pipe information, and condition assessment.
        - Base Map: prepare base map of existing conditions for use in design.
    - **Stormwater Management Analysis**
        - Complete a stormwater management analysis to determine stormwater management features needed for water quality treatment. A storm sewer system is not included in the project. Stormwater management will be accomplished with pocket ditches between driveways that will provide stormwater storage for infiltration and be used to meet stormwater quality requirements.

- Report Documentation
    1. MSA will prepare a brief technical memorandum describing the stormwater management methods and design results. Technical memorandum attachments will include HydroCAD and WinSLAMM modeling reports and project area maps. The technical memorandum can be submitted as supporting documentation for the DNR Construction Site Storm Water and/or Post-Construction Site Erosion Control and Storm Water Management NOI permit.

- **Design – Street/Utility**
    - Water Design: Develop horizontal and vertical alignments for new 12-inch and 8-inch water mains. Determine valve, hydrant, service and connection locations. Perform required design computations regarding pressure and flow volumes as needed. Coordinate with Stevens Point Utilities on design details. Prepare construction details.
    - Sanitary Sewer Design: sanitary sewer and later replacement is not included in the project. Manholes that fall within the project limits will be adjusted. Review sanitary sewer videos provided by the City of Stevens Point to determine if any spot repairs are warranted. Prepare construction details as needed.
    - Roadway Design: Develop horizontal and vertical alignments for roadway and pocket ditches. Prepare typical sections, cross sections and construction details. Pavement structure anticipated to be 4.5-inches asphalt over 12-inches dense graded to match City of Stevens Point standards.
    - Erosion Control Design: Determine location and type of erosion control devices needed to meet regulatory requirements.
    - Traffic Control Design: Determine location and type of traffic control devices needed to safely route traffic around and through the construction site.
    - Pavement marking and signing: Not anticipated.
    - Construction Cost Estimate: Develop a preliminary construction cost estimate based on preliminary plans. Develop an Engineers Estimate of Construction cost based on quantities computed from final plans.

- **Street Lighting Design**
    - Review Scope and Phasing: review proposed system layout, including control cabinet and service locations, and possible staging plans, based on replacing 40 existing poles within a 4-quadrant system.
    - Confirm Pole and Fixture Selection: review previous selection and confirm options for pole and fixture, as well as standard base or direct bury.
    - New System Design: prepare design for entire system including pole, pull box and conduit layout, wire sizing, and construction details and schedules.
    - Demolition and Phasing Plan: develop phasing plan to accommodate timing of street reconstruction projects to maintain parts of the existing system as the new system is built out.

- Specifications and Cost Estimates: prepare lighting specifications and estimate of construction costs for the entire system as well as the Hillcrest and Greenbriar project.

- **Plan Preparation and Drafting**
  - Preliminary Plan Preparation: Prepare preliminary plans showing topographic survey information, horizontal and vertical alignments of utilities and roadway, typical roadway cross section, and typical construction details.
  - Final Plan Preparation: Prepare final plans based on preliminary plans, Owner feedback, and additional design development.

- **Specifications**
  - Specifications: prepare technical specifications, special procedures, bidding documents and construction contracting documents.

- **Utility Coordination**
  - Coordination and Communication
    - Inform private utility companies (gas, electric, and communications) of the project scope and timeline.
    - Note utility locations (as provided by utility companies and/or one-call locate) on the project plans.
    - Provide utility companies with preliminary and final plans for the project.
    - Invite utilities to pre-construction meeting.

- **Agency Coordination**
  - City of Stevens Point – coordinate with Stevens Point Utilities and Public Works for review and approval of water system and street improvements.

- **Permits:** Prepare permit application and required attachments for:
  - DNR Permit for Water System Improvements
  - DNR Permit for Construction Site and/or Post-Construction Site Erosion Control and Storm Water Management

- **Design Meetings** (2)
  - Preliminary Plan review: Attend one meeting with the Village after preliminary plans are complete, prior to starting final plans.
  - Final Plan review: Attend one meeting with the Village to review final plans prior to bidding.
  - Public Information Meeting: Conduct one meeting with residents, consisting of a brief presentation about the project, and a question/answer period. The Village will send out a meeting invite prepared by MSA.

2. Bidding

- Assist Owner in Advertising and Soliciting for Bids
- Administer Bid Document Distribution Process utilizing QuestCDN
- Issue Addenda as appropriate to clarify, correct, or change the bidding documents

- Conduct an online Public Bid Opening
- Prepare Tabulation of Bids
- Assist Owner in evaluating bids and in assembling and awarding construction contracts

NOTE: Construction Administration, Construction Staking and Construction Observation services are not included in the initial agreement but will be added a later date to coincide with project bidding. The scope of these services will generally be as follows:

3. Construction Administration

- Project Administration: Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
- QA/QC: Employ documented quality-assurance/quality-control procedures throughout project.
- Pre-Construction Meeting: Coordinate and Conduct Preconstruction Meeting
- Construction Progress Meetings: Facilitate and attend monthly meetings
- Contractor Communication: Respond to Contractor Requests for Information and assist in interpretation of contract documents in person, in writing, or by telephone.
- Submittal Review: Review Contractor Shop Drawings, Submittals, Schedules and Samples for compliance with Construction Documents.
- Site Visits: Make periodic site visits to observe contractor's work in progress (4 visits).
- Bi-Weekly Progress Meetings: Attend meetings of Owner Board/Council/Committee as needed to present project information (4 meetings).
- Change Orders: Review Change Order requests from Contractor; recommend Change Orders to Owner as appropriate.
- Applications for Payment: Review Contractor Applications for Payment; make payment recommendation to Owner as appropriate.
- Project Closeout: Prepare punch list (items to be completed or corrected), and Substantial Completion Certificate. Review Contractor work and completion documents for compliance with construction contract and readiness for final payment *(includes warranty documentation and lien waiver review).*

4. **Construction Staking**

- Provide line and grade stakes for:
    - Water Main
    - Roadway subgrade and base courses
    - Street Lighting

5. Construction Observation

- Furnish a Construction Observer to observe the progress and quality of the Contractor's work on the Project. Duties and responsibilities of the CO include:
    - Attend meetings with Contractor, such as preconstruction conferences and progress meetings.
    - Assist in communication between Engineer, Contractor and Owner, especially when additional information, interpretation, or clarification is needed regarding existing conditions or contract documents.

- Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- Verify that tests, equipment, and systems start-ups are conducted and documented appropriately.
- Maintain orderly files and prepare a daily report recording Contractor's hours and activities at the site.
- Review applications for payment with regard to Work completed, and materials and equipment delivered at the Site.
- Participate in visits to the Project to determine punch list items, and readiness for Substantial Completion and Final Completion.

- The estimated fee will be based on 50 days of Construction Observation for 10 hours per day (500 hours) at the site.

6. Post Construction

- Record Drawings: Prepare Record Drawings based on addenda, Field Orders, Change Orders and Contractor's Records.
- LRIP Reimbursement: MSA will prepare and submit the paperwork required by the WisDOT's Sponsors guide for local projects for the Village to get grant reimbursement.

DELIVERABLES

MSA will provide the following deliverables:

1. Preliminary plans: two (2) paper copies, one PDF file of the preliminary plans, and construction cost estimate for Owner review.
2. Preliminary Construction Cost Estimate
3. Final plans: two (2) paper copies and one PDF file of the final plans and construction cost estimate, for Owner review.
4. Final Construction Cost Estimate
5. Permit Applications: One PDF file (per application) containing permit application with attachments, and one paper copy for submittal to permitting authority.
6. Bidding Documents: two (2) paper copies, one PDF file of the bidding documents, including project manual, plan sets and any addenda.

ADDITIONAL SERVICES

Services that are not included in the above Scope of Services can be provided under separate contract or by amending the scope and fee listed in this Agreement. Examples of additional services that may be needed or desired for completion of the project include:

1. Assistance with acquisition of real estate and/or temporary or permanent easements
2. Utility system modeling and mapping
3. Funding applications and administration
4. Additional meetings not specifically listed in the scope.
5. Accommodation for environmental hazards, endangered species, or historical or cultural issues at or near the project site.
6. Permit assistance related to waterways and wetlands.
7. Variance requests (if required for permit applications included in the scope).
8. Updates to Owner's electronic Geographic Information System to reflect changes from project.

PROJECT SCHEDULE

MSA anticipates the following estimated project schedule:

Date	Milestone
September 2024	Owner approves Professional Services Agreement
November 2024	MSA begins work – topo survey only
January 2025	Preliminary Plans complete
March 2025	Final Plans complete, Permit applications submitted
April 2025	Bidding process
April 2025	Owner approves Const. Phase Services Agreement
June to September 2025	Construction
January – March 2026	Project Closeout

OWNER'S RESPONSIBILITIES

- Owner is responsible for accuracy and completeness of the information provided to MSA.
- Owner will provide MSA with full information as to Owner's requirements for the project.
- Owner will operate Owner's systems (hydrants, valves, manholes, etc.) as needed for MSA to obtain required information for the completing project.
- Owner will provide timely response to questions and review of engineering submittals (preliminary and final plans).
- Owner will authorize submittal of necessary permit applications and pay associated fees.
- Owner will undertake mailings to residents and other stakeholders as required.

ATTACHMENT B:
RATE SCHEDULE

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

REIMBURSABLE EXPENSES	
Copies/Prints	Rate based on volume
Specs/Reports	$10
Copies	$0.12/page
Plots	$0.006/sq.in.
Flash Drive	$10
GPS Equipment	$20/hour
Dini Laser Level	$30/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + $5/day
Mileage – MSA Vehicle	$0.75 mile standard/
	$0.67 mile for DOT
Nuclear Density Testing	$25.00/day + $10/test
Organic Vapor Field Meter	$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	$20/hour - $15/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

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

Master Professional Services Agreement

This AGREEMENT ("Agreement") is made as of September 9, 2024, by and between

MSA PROFESSIONAL SERVICES, INC (**MSA**)
Address: 146 North Central Avenue, Marshfield, WI, 5449
Phone: (715) 384-2133
Representative: Dan Knoeck, Project Manager Email: dknoeck@msa-ps.com

VILLAGE OF PARK RIDGE (OWNER)
Address: 24 Crestwood Drive, Stevens Point, WI 54481
Phone: (715) 343-1590
Representative: Steve Menzel, Village President Email: smenzel@vi.parkridge.wi.gov

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

VILLAGE OF PARK RIDGE	**MSA PROFESSIONAL SERVICES, INC.**
_____	_____
Steve Menzel Village President/Trustee	Chuck Schwartz Public Works Operations Leader
Date:_____	Date:_____
_____	_____
Shanna Behrend Village Clerk	Dan Borchardt Team Leader
Date:_____	Date:_____

SECTION I -SERVICES TO BE PERFORMED

1.1 Scope of Services

MSA shall perform or furnish engineering, architectural, surveying, and planning services, and serve as a resource and liaison, pursuant to Task Orders issued by the OWNER to MSA.

1.2 Authorization of Services

1.2.1 Written Task Orders shall define the task requested, including the specific scope of services to be performed, the schedule, and the basis for payment. When requested by the OWNER, MSA shall prepare draft Task Orders and submit them to the OWNER for review and execution. Each Task Order shall be executed by the authorized representatives of MSA and the OWNER designated in this Agreement. Each Task Order shall be deemed to incorporate the terms of this Agreement.

1.2.2 The OWNER's authorized representative may orally authorize MSA to begin furnishing services. Within five (5) business days thereafter, MSA shall submit to the OWNER a written Task Order, as described immediately above, which shall confirm the oral Task Order and provide for mutual execution by the parties. Such Task Order will be deemed executed if not returned with comments within two (2) business days thereafter.

1.3 Limit of Cost for Professional Services

Task orders shall not call for professional services whose cost would exceed $10,000. Projects in excess of $10,000 shall be performed by other written contract.

1.4 MSA's Authorized Representative

Dan Knoeck shall act as MSA's representative with respect to the services to be performed or furnished. Said person will have complete authority to transmit instructions, receive information, and interpret and define MSA's policies and decisions with respect to services.

SECTION II - THE OWNER'S RESPONSIBILITIES

2.1 OWNER'S Responsibilities

The OWNER, at its expense, shall do the following in a timely manner so as not to delay or hinder MSA in its furnishing of services:

2.1.1 Furnish MSA with reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to each Task Order. Unless otherwise specified in the Task Order, MSA may rely upon OWNER-furnished information without independent verification.

2.1.2 Provide all criteria and full information as to OWNER's requirements including objectives and constraints, performance requirements, and budgetary limitations.

2.1.3 Assist MSA by furnishing all available information pertinent to the Task Order project.

2.1.4 Arrange for access to and make all provisions for MSA to enter upon public and private lands as required for MSA to perform its work under the Task Order.

2.1.5 Give prompt written notice to MSA whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of MSA's services, or any defect or nonconformance in MSA's services or in the work of any Contractor.

2.1.6 Furnish to MSA data prepared by or services of others, including without limitation exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, land surveyors, laboratory material tests and other special items together with appropriate professional interpretations of the foregoing.

2.1.7 Examine studies, reports, and construction contract documents presented by MSA, and render in writing decisions pertaining thereto.

2.1.8 The OWNER shall be responsible for the accuracy and completeness of furnished data, including, but not limited to, computations, record drawings, and maps furnished by the OWNER.

2.2 OWNER'S Representative

The OWNER'S Authorized Representative under this Agreement shall be Steve Menzel, or his designee, or duly appointed successor, who shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to MSA's services under this Agreement.

SECTION III - PERIOD OF SERVICES

3.1 Completion of Services

The services called for in each Task Order shall be completed according to a schedule agreed upon by the OWNER and MSA.

3.2 Term of Agreement

The initial term of this Agreement shall commence as of the date set forth above and shall thereafter automatically renew itself for successive periods of one year each, unless either party gives written notice of its intention to terminate or amend the Agreement by giving at least thirty (30) days prior written notice to the other party. Rate Schedule shall be attached to Task Orders, as necessary, and will be updated January 1st on an annual basis.

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

2. **Owner's Responsibilities**.

(a) Project Scope and Budget

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

(b) Designated Owner Representative

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

(c) Tests, Inspections, and Reports

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

(d) Additional Consultants

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

(e) OWNER Provided Services and Information

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

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

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

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

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

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

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

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

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

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

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

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome

verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

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

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

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

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

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

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

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

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

18. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

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

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

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

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

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

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

MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

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

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

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

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

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

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

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

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

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

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

Task Order

MSA Project Number: 09617006, Task Order 2024-01

This AGREEMENT (Agreement) is made effective September 9, 2024, by and between

MSA PROFESSIONAL SERVICES, INC (**MSA**)
Address: 146 North Central Ave, Marshfield, WI 54449
Phone: (715) 384-2133
Representative: Dan Knoeck Email: dknoeck@msa-ps.com

VILLAGE OF PARK RIDGE (OWNER)
Address: 24 Crestwood Drive, Stevens Point, WI 54481
Phone: (715) 313-1590
Representative: Steve Menzel Email: smenzel@vi.parkridge.wi.gov

Project Name: Village of Park Ridge Municipal Water Supply Agreement Assistance

The scope of the work authorized is: Assist Owner with review and development of Municipal Water Supply Agreement with the City of Stevens Point.

The schedule to perform the work is: Approximate Start Date: August 1, 2024
Approximate Completion Date: May 1, 2025

The estimated fee for the work is: **$**1,500.00

This authorization for the work described above shall serve as the Agreement between MSA and OWNER. All services shall be performed in accordance with the Master Professional Services Agreement currently in force. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and materials basis. A list of reimbursable expenses is included on the attached rate schedule.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Agreement. A copy of this Agreement signed by the authorized representatives shall be returned for our files.

VILLAGE OF PARK RIDGE	**MSA PROFESSIONAL SERVICES, INC.**
Steve Menzel	Dan Borchardt
Village President	Team Leader
Date:_____	Date:_____

OWNER ATTEST:

Shanna Behrend	Dan Knoeck
Village Clerk	Project Manager
Date:_____	Date:_____

RATE SCHEDULE

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

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

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

PARK RIDGE
— IL —

September 4, 2024

President Menzel,

I hope this finds you well! My name is Marty Maloney and I am the Mayor here in Park Ridge, **Illinois**. We keep hearing about Park Ridge, Wisconsin, so I thought I would reach out to say hello. We Park Ridgians need to stick together!

I have been Mayor for ten years and still enjoy it as much as when I was first elected. My full-time career is in software sales but I am also the Mayor. I grew up here (so did my wife) and have never strayed from living in my home town, and for 52 years it has been my favorite place, and I am lucky to be the cheerleader-in-chief in my role on City Council.

Park Ridge (IL) is a medium-sized suburb in the Northwest Chicago area of Illinois. O'Hare Airport is ten minutes away and the downtown area of the Loop in Chicago is only about a thirty-minute drive. Our City is a bedroom community but we have a three thriving shopping districts, a full "Uptown" area with shops, restaurants and the library as well as new economic development in all areas of the City.

There is a Park Ridge, New Jersey also and I had the idea we can all connect. Have you ever participated in a Sister Cities program? We could share photos and maybe have our schools be pen-pals, share ideas and have some fun with our twin names.

There is an Etsy shop that was started here in Park Ridge (IL) that offers Park Ridge merchandise so please find a t-shirt enclosed as a celebration of ***YOUR*** Park Ridge (this is from https://www.etsy.com/shop/EquanimiteesDesigns).

If you would be interested in having a call or a meeting, please reach out to me anytime. My website is https://martymaloney.com/about-marty and my email is mmaloney@parkridge.us.

I look forward to talking with you soon!

Sincerely,

Marty Maloney

Mayor, City of Park Ridge