VILLAGE OF PARK RIDGE
BOARD MEETING MINUTES
March 20, 2023

****

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 and via Zoom. After the recitation of the Pledge of Allegiance by members present, a roll call was taken. Trustees Dan Holloway, Gordon Renfert and Barb Friedrich and Kristin Paulson were present. Clerk Shanna Behrend was also present. Residents Jim LaMar, Christine Neidlein, Arden Lange, Tori Jennings, Jim Wnuk, Bob Gifford, and Becky Woodward were present. Brian Kozlowski and Brandi Makuski attended via Zoom.

AGENDA ITEM #1 - APPROVAL OF THE MARCH AGENDA - Menzel asked the Board members if there were any questions regarding the March agenda. Friedrich made a motion to approve the agenda with those additions. Seconded by Renfert. 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. No comments were made.

AGENDA ITEM #4 – REVIEW & APPROVE BOARD MEETING MINUTES FROM FEBRUARY 20, 2023– Friedrich moved to approve the February minutes with no changes. Holloway seconded the motion. Motion carried by voice vote, with no negative votes.

AGENDA ITEM #5 – REVIEW AND ACCEPT FEBRUARY'S TREASURER'S REPORT – Friedrich asked a clarifying question about the Stevens Point Fire Department contract payment. Paulson made a motion to approve the bills/payments. Seconded by Renfert. Roll call was taken, Friedrich – yes, Renfert – yes, Paulson – yes, Holloway – yes, Menzel – yes.

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

AGENDA ITEM #7– LEVY LIMIT REFERENDUM – QUESTION & ANSWER – Menzel gave a brief overview of the reasons the Village finds it necessary to hold a referendum to raise the levy limit citing rising inflation and a capped levy limit. Menzel opened the floor for questions and comments from residents. Resident Wnuk felt that not everything that the Village has proposed for future projects is necessary and was concerned with the financial burden placed on residents. Resident Jennings thanked the Board and the volunteers who helped with the planning reports and the transparency and education about future projects. Resident LaMar also thanked the Board all the work that has been done and continues to be done to fix long standing issues in the Village.

AGENDA ITEM #8– PROPOSED JUSTICE CENTER – IMPLICATIONS FOR PARK RIDGE – Menzel stated that he felt the Village government should not take a stand on this issue since we have relationships with both Stevens Point and Portage County. The only concern is the response time of the Sheriff's Department if it is moved further away from Park Ridge. County Supervisor Gifford stated, in his opinion, that the Justice Center should remain in the downtown area. He feels that most of the population served by the center would have easier access in the current location.

AGENDA ITEM #9– UPDATE ON RFP SEEKING CONSULTANT FOR STREET AND RIGHT-OF-WAY IMPROVEMENTS – Menzel gave an update on the progress of the request for proposal for a consulting firm. At this point, the Village has received one proposal. The Village wants to move quickly to capitalize on infrastructure funding currently available.

AGENDA ITEM #10 – MULTIJURISDICTIONAL GRANT APPLICATION – **SAFE STREETS AND ROADS FOR ALL –** Several local municipalities are working together to apply for a federal planning grant to update the county wide bicycle and pedestrian plan. The previous plan was last updated in 2014. Menzel attended a meeting with Stevens Point, Village of Whiting, and Village of Plover. The grant is an 80/20 payout, and the 20% owed by each municipality would be prorated.

AGENDA ITEM #11 – DISCUSS ORDINANCE FOR RIGHT-OF-WAY PARKING – Holloway asked about the current sign restrictions ordinance for the Village and if it needed to be updated to include sign size limits. The Board decided to discuss this at a future meeting.

AGENDA ITEM #12 – SPRING ELECTION- APRIL 4, 2023 – Clerk Behrend stated that Early In-Person Voting begins on April 21, 2023, and runs through March 30, 2023.

AGENDA ITEM #13 – ZONING BOARD COMMITTEES POSITION OPENINGS – The Village still needs to fill two positions on the Zoning Committee and The Zoning Board of Appeals beginning May 1, 2023. Please contact the clerk's office at 715 343 1590 or President Menzel at smenzel@vi.parkridge.wi.gov if interested in any position.

AGENDA ITEM #14 – APPROVE OPERATOR LICENSES – Friedrich made the motion to approve the operator licenses. Seconded by Renfert. Motion carried by voice vote, with no negative votes.

AGENDA ITEM #15 – SPRING CLEAN UP/LARGE ITEM PICK-UP SCHEDULED FOR APRIL 20, 2023

AGENDA ITEM #16 – VILLAGE WIDE RUMMAGE SALE – The Village rummage sale is scheduled for May 13, 2023, from 8:00 am – 2:00 pm. There will be a pick-up of any remaining items for donation, Items must be out by the road by 2:00 pm day of the rummage sale. Any questions can be directed to Charm Fournier at charm@fourniers.org.

AGENDA ITEM # 17 – SET DATE FOR NEXT BOARD MEETING – The next Board Meeting is set for April 17, 2023, at 5:30 pm.

The meeting adjourned at 7:12 pm.

_____
SHANNA BEHREND
VILLAGE CLERK

_____
STEVE MENZEL
VILLAGE PRESIDENT

VILLAGE OF PARK RIDGE
SPECIAL BOARD MEETING MINUTES
March 30, 2023

AGENDA ITEM #1 - CONVENE IN OPEN SESSION – President Steve Menzel called the Park Ridge Village Board to order at 4:30 pm. Roll call was taken: Trustees Dan Holloway, Barb Friedrich, Kristin Paulson were all present. Trustee Renfert was not present. Clerk Behrend and Resident Jim LaMar were also present. Friedrich made the motion to approve the special meeting agenda. Seconded by Holloway. Motion carried by voice vote. No negative votes.

AGENDA ITEN #2 – RESOLUTION 002.2023R – VILLAGE CONTRACT FOR CONCEPTUAL AND FINANCIAL PLANNING SERVICES FOR STREET R.O.W. IMPROVEMENTS – Menzel and Holloway both stated that they were very happy with the proposal presented by MSA Professional Services. After some discussions and questions, Friedrich made the motion to pass the resolution accepting the proposal. Seconded by Paulson. Roll call was taken, Holloway – yes, Friedrich – yes, Renfert – absent, Paulson – yes, Menzel – yes.

Meeting adjourned at 5:04 pm

_____
SHANNA BEHREND
CLERK/TREASURER

_____
STEVE MENZEL
VILLAGE PRESIDENT

VILLAGE OF PARK RIDGE
Balance Sheet
As of March 31, 2023

	Mar 31, 23
ASSETS	
Current Assets	
Checking/Savings	
11110 · Checking	-304.45
11310 · Operating Account	36,473.62
11340 · Reserve Account-Pineries	
11341 · Reserve Account-Pineries (AR...	19,832.13
11340 · Reserve Account-Pineries - Ot...	10,473.92
Total 11340 · Reserve Account-Pineries	30,306.05
11345 · Reserve Account-Bank of Amhe...	10,003.03
11350 · CD Account	104,104.94
11360 · Petty Cash	200.00
Total Checking/Savings	180,783.19
Other Current Assets	
12100 · Taxes Receivable	-550,613.31
1499 · Undeposited Funds	-7,939.86
Total Other Current Assets	-558,553.17
Total Current Assets	-377,769.98
TOTAL ASSETS	**-377,769.98**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
2015 · Schierl House Charge	25.00
2016 · The Store - Schierl Co	-101.75
2037 · Village Credit Card-Shanna 1953	-2,623.18
Total Credit Cards	-2,699.93

	Mar 31, 23
Other Current Liabilities	
2100 · State W/H Tax	269.54
21511 · Federal W/H Tax	1,033.32
24700 · Due other taxing authorities	-430,698.86
26300 · Other Advanced Funds (park)	500.00
Total Other Current Liabilities	-428,896.00
Total Current Liabilities	-431,595.93
Total Liabilities	-431,595.93
Equity	
3010 · Office Equipment Reserve	82.68
3015 · Fire Department Reserve	5,892.66
3018 · Street Reserve	638.28
3020 · Sewer Reserve	2,500.00
3025 · Reassessment Reserve	9,000.00
3045 · FD Fundraising/Donation Reserve	6,952.65
3060 · Disaster Reserve	1,000.00
3070 · Santa Visit Reserve	50.00
34100 · General Undesignated Fund Bal	103,265.36
3900 · Retained Earnings	17,729.03
Net Income	-93,284.71
Total Equity	53,825.95
TOTAL LIABILITIES & EQUITY	**-377,769.98**

VILLAGE OF PARK RIDGE
Revenues & Expenses Budget vs. Actual
January through March 2023

	Jan - Mar 23	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
41110 · Local Tax Levied	0.00	201,415.00	-201,415.00	0.0%
43410 · Shared Revenues	0.00	12,676.00	-12,676.00	0.0%
43420 · Fire Insurance	0.00	2,400.00	-2,400.00	0.0%
43430 · Exempt Computer Aid	0.00	461.00	-461.00	0.0%
43440 · Personal Property Aid	0.00	270.00	-270.00	0.0%
43450 · State Video (Cable) Aid	0.00	1,700.00	-1,700.00	0.0%
43531 · Transportation Aid	0.00	12,974.00	-12,974.00	0.0%
44110 · Liquor and Malt Beverage	0.00	1,000.00	-1,000.00	0.0%
44120 · Cigarette/Bartender's Licenses	180.00	1,000.00	-820.00	18.0%
44200 · Dog Licenses	855.00	500.00	355.00	171.0%
44300 · Building Permits/Inspections	61.00	0.00	61.00	100.0%
44400 · Zoning/Variance Fees	100.00	200.00	-100.00	50.0%
44500 · Cable Franchise Fees	1,574.15	7,000.00	-5,425.85	22.5%
46100 · General Government	0.00	100.00	-100.00	0.0%
48100 · Interest	0.00	500.00	-500.00	0.0%
48200 · CD Interest	0.00	500.00	-500.00	0.0%
48900 · Miscellaneous Income	9.00	0.00	9.00	100.0%
Total Income	2,779.15	242,696.00	-239,916.85	1.1%
Expense				
51100 · Village Board				
5110001 · President Salary	0.00	3,768.00	-3,768.00	0.0%
5110002 · Trustee Salary	0.00	3,445.00	-3,445.00	0.0%
5110003 · Santa Visit	0.00	350.00	-350.00	0.0%
5110004 · League of Municipalities Dues	0.00	400.00	-400.00	0.0%
5110005 · Miscellaneous	0.00	900.00	-900.00	0.0%
5110006 · Email, Website, Community Alert	0.00	1,850.00	-1,850.00	0.0%
Total 51100 · Village Board	0.00	10,713.00	-10,713.00	0.0%
51300 · Legal	3,585.00	4,000.00	-415.00	89.6%
51410 · Clerk/Treasurer				
5141001 · Clerk Compensation	7,991.67	39,500.00	-31,508.33	20.2%
5141006 · General Office Supplies	0.00	6,000.00	-6,000.00	0.0%
5141007 · Training	0.00	1,500.00	-1,500.00	0.0%
5141010 · Tax Collection Fee	1,438.78	1,200.00	238.78	119.9%
5141013 · Treasurer Bond	502.00	0.00	502.00	100.0%
5141016 · Accounting Consultation	0.00	3,000.00	-3,000.00	0.0%
5141018 · Internet and Domain	240.34	0.00	240.34	100.0%
5141024 · WMCA/MTAW Dues	65.00	0.00	65.00	100.0%
5141025 · Background Checks	21.00	0.00	21.00	100.0%
5141026 · Treasurer Compensation	0.00	6,000.00	-6,000.00	0.0%
5141027 · IT Services	200.00	2,000.00	-1,800.00	10.0%
Total 51410 · Clerk/Treasurer	10,458.79	59,200.00	-48,741.21	17.7%
51420 · Elections				
5142001 · Inspectors	0.00	2,000.00	-2,000.00	0.0%
5142006 · Election Equipment	0.00	1,000.00	-1,000.00	0.0%
Total 51420 · Elections	0.00	3,000.00	-3,000.00	0.0%
51430 · Publication Fees	93.97	0.00	93.97	100.0%
51510 · Accounting				
5151001 · Reporting (Form C)	205.60	750.00	-544.40	27.4%
Total 51510 · Accounting	205.60	750.00	-544.40	27.4%
51530 · Assessment of Property				
5153001 · Normal Maintenance Fee	870.00	5,800.00	-4,930.00	15.0%
Total 51530 · Assessment of Property	870.00	5,800.00	-4,930.00	15.0%
51600 · Village Hall				
5160001 · Maintenance Compensation	330.00	3,000.00	-2,670.00	11.0%
5160002 · Sewer	51.18	0.00	51.18	100.0%
5160004 · Natural Gas & Electricity	813.26	3,000.00	-2,186.74	27.1%
5160005 · Supplies and Equipment	105.83	2,500.00	-2,394.17	4.2%
5160010 · AC/Heating Maintenance	267.00	0.00	267.00	100.0%
Total 51600 · Village Hall	1,567.27	8,500.00	-6,932.73	18.4%

VILLAGE OF PARK RIDGE
Revenues & Expenses Budget vs. Actual
January through March 2023

	Jan - Mar 23	Budget	$ Over Budget	% of Budget
51938 · Insurance				
5193801 · General Liability	6,831.00	1,300.00	5,531.00	525.5%
5193802 · Local Gov't Property	0.00	1,000.00	-1,000.00	0.0%
5193804 · Public Officials Liability	0.00	1,000.00	-1,000.00	0.0%
Total 51938 · Insurance	6,831.00	3,300.00	3,531.00	207.0%
52100 · Crossing Guard	1,045.50	3,500.00	-2,454.50	29.9%
52205 · Fire Department				
5220521 · Emergency Medical Services	6,700.00	1,500.00	5,200.00	446.7%
5220523 · Firefighter Compensation	0.00	97,200.00	-97,200.00	0.0%
52205 · Fire Department - Other	24,590.83			
Total 52205 · Fire Department	31,290.83	98,700.00	-67,409.17	31.7%
52400 · Building Inspection	1,432.63	800.00	632.63	179.1%
52450 · Zoning Administration	0.00	550.00	-550.00	0.0%
53311 · Street Maintenance				
5331101 · Snow Plowing	15,895.56	27,000.00	-11,104.44	58.9%
5331102 · Grading	0.00	500.00	-500.00	0.0%
5331103 · Street Sweeping	0.00	2,000.00	-2,000.00	0.0%
5331105 · Street Repair	0.00	10,000.00	-10,000.00	0.0%
5331107 · Tree & Branch Removal	0.00	2,500.00	-2,500.00	0.0%
5331110 · Flags & Banners	0.00	1,500.00	-1,500.00	0.0%
Total 53311 · Street Maintenance	15,895.56	43,500.00	-27,604.44	36.5%
53420 · Street Lighting				
5342001 · Electricity	2,931.05	11,000.00	-8,068.95	26.6%
5342004 · Digger Requests	118.93	4,000.00	-3,881.07	3.0%
53420 · Street Lighting - Other	31.79			
Total 53420 · Street Lighting	3,081.77	15,000.00	-11,918.23	20.5%
53620 · Garbage Collection				
5362001 · Garbage Collection	7,487.29	29,000.00	-21,512.71	25.8%
5362002 · Fall Large Item Pick-up	0.00	800.00	-800.00	0.0%
Total 53620 · Garbage Collection	7,487.29	29,800.00	-22,312.71	25.1%
53635 · Recycling cost				
5363501 · Recycling Collection	1,919.25	9,000.00	-7,080.75	21.3%
5363503 · Yard Waste Drop Off	0.00	5,200.00	-5,200.00	0.0%
Total 53635 · Recycling cost	1,919.25	14,200.00	-12,280.75	13.5%
54100 · Humane Society Contract	1,230.04	800.00	430.04	153.8%
55200 · Parks Dept. Pledge ($5.50/per)	0.00	3,000.00	-3,000.00	0.0%
6560 · Payroll Expenses	819.36	0.00	819.36	100.0%
Total Expense	87,813.86	305,113.00	-217,299.14	28.8%
Net Ordinary Income	-85,034.71	-62,417.00	-22,617.71	136.2%
Other Income/Expense				
Other Expense				
58100 · Loan Principal	5,208.34	4,942.00	266.34	105.4%
58200 · Loan Interest	3,041.66	3,308.00	-266.34	91.9%
Total Other Expense	8,250.00	8,250.00	0.00	100.0%
Net Other Income	-8,250.00	-8,250.00	0.00	100.0%
Net Income	**-93,284.71**	**-70,667.00**	**-22,617.71**	**132.0%**

First Quarter 2023 Building Permits

Permit #	Resident	Address	Description	Permit Cost
23-1	Ayers	12 Hillcrest Dr	Electrical upgrade, Install patio door	$ 76.00
23-2	Chitwood	302 Fieldcrest Ave	Kitchen Remodel	$ 61.00
				$137.00

STEVENS POINT **FIRE DEPARTMENT**
1701 FRANKLIN STREET STEVENS POINT, WI 54481
715-344-1833 FAX: 715-346-1599

JB D. MOODY
FIRE CHIEF

Police & Fire Commission

Fire Chief's Report – January 2023

Significant Events

Fire Academy 2301 started	Jan16th 2023
Ice Rescue 1600 Robin Lane	Jan 15th 2023
MSA SCBA In-Service	Jan 29-31 2023

Training:

- Forcible Entry
- SCBA
- Search and Rescue
- Ice Rescue
- Officer-Smart Goals
- MPO-Cold Weather Operation and equipment familiarization

Public Activities:

- Station Tour — Jan 9th 2023
- Explorer Post Meeting (EMS Scenarios) — Jan 25th 2023

February 2023

Significant Events

- MPO Arthur Dahms Retirement Ceremony — 02/07/2023
- FEMA Grant award for $228,750.00 for SCBA replacement — 02/08/2023
- Promotion and Graduation Ceremony Lt. Oestriech, BC Hopfensperger, MPO Pettis, MPO Parker, Secretary Baxter, FF/PM's Hionis, Mack, Krueger — 02/10/2023
- FEMA presentation with Testin, Shrankland, and Baldwin present — 02/24/2023
- Badger Heating and Cooling started installation of HVAC at Station 1

Monthly Training:

- Rapid Intervention
- Chimney Fires
- SCBA Confidence and familiarization

STEVENS POINT **FIRE DEPARTMENT**
1701 FRANKLIN STREET STEVENS POINT, WI 54481
715-344-1833 FAX: 715-346-1599

JB D. MOODY
FIRE CHIEF

- Leadership Leading the Fire Company
- Maps and Streets Familiarization
- EMS Handtevy
- EMS Case Review
- Ropes and Knots
- Confined Space Flint Hills

Public Activities:

- Explorer Post Meeting (SCBA familiarization) 02/15/2023
- Cub Scouts Station Tour 02/28 2023

March 2023

Significant Events

- Truck 22 Delivered 03/16/2023
- Kwik Trip donation 3,000 for MSA 4 Gas Meter 03/30/2023

Monthly Training:

- Building Construction
- Material Properties and Effects
- Traffic Incident Management
- Computer Aided Dispatch
- NFIRS Reports
- High Voltage Auto Extrication
- Patient Refusal and Pain Management
- Ventilator Bi-pap

Public Activities:

- DNR Work Capacity Standby 09/09/2023
- SPASH Career Fair 03/15/2023
- Explorer Post Meeting (SCBA familiarization) 03/15/2023
- SPASH outreach Lunch 03/16/2023
- Hands Only CPR 03/22/2023

STEVENS POINT **FIRE DEPARTMENT**
1701 FRANKLIN STREET STEVENS POINT, WI 54481
715-344-1833 FAX: 715-346-1599

JB D. MOODY
FIRE CHIEF

Fire Runs

- Fire Runs or EMS assists for the Village (0) Jan-Mar 2023

Inspections

- 35 of 36 Initial fire inspections conducted March 2023
- 32 Inspections complete with no violations
- 3 occupancies require re-inspection
- 1 Occupancy has not been conducted due to busy hours

VILLAGE OF PARK RIDGE
Payroll Summary
January through March 2023

	Behrend, Shanna L			Kraft, John E.			Lepak, Re...
	Hours	Rate	Jan - Mar ...	Hours	Rate	Jan - Mar ...	Hours
Employee Wages, Taxes and Adjustme...							
Gross Pay							
Asst. Fire Chief Salary			0.00			0.00	
Building Inspector Salary			0.00			0.00	
Clerk Hourly	399.58333	20.00	7,991.67			0.00	
Daily Rate-Crossing Guard			0.00			0.00	
Diggers Hotline Locates			0.00	1	105.00	105.00	
Hourly			0.00			0.00	8
Hourly Rate-Maintenance			0.00			0.00	
Building Inspector Commission			0.00			0.00	
Total Gross Pay	399.58333		7,991.67	1		105.00	8
Adjusted Gross Pay	399.58333		7,991.67	1		105.00	8
Taxes Withheld							
Federal Withholding			-452.00			0.00	
Medicare Employee			-115.88			-1.52	
Social Security Employee			-495.48			-6.51	
WI - Withholding			-269.54			0.00	
Medicare Employee Addl Tax			0.00			0.00	
Total Taxes Withheld			-1,332.90			-8.03	
Net Pay	**399.58333**		**6,658.77**	**1**		**96.97**	**8**
Employer Taxes and Contributions							
Medicare Company			115.88			1.52	
Social Security Company			495.48			6.51	
WI - Unemployment Company			0.00			0.00	
Total Employer Taxes and Contributions			**611.36**			**8.03**	

VILLAGE OF PARK RIDGE
Payroll Summary
January through March 2023

	Lepak, Rebecca A		Miller, LoisJean C.			Zepp, James P.	
	Rate	Jan - Mar ...	Hours	Rate	Jan - Mar ...	Hours	Rate
Employee Wages, Taxes and Adjustme...							
Gross Pay							
Asst. Fire Chief Salary		0.00			0.00		
Building Inspector Salary		0.00			0.00		
Clerk Hourly		0.00			0.00		
Daily Rate-Crossing Guard		0.00	51	20.50	1,045.50		
Diggers Hotline Locates		0.00			0.00		
Hourly	17.00	136.00			0.00		
Hourly Rate-Maintenance		0.00			0.00		
Building Inspector Commission		0.00			0.00		
Total Gross Pay		136.00	51		1,045.50		
Adjusted Gross Pay		136.00	51		1,045.50		
Taxes Withheld							
Federal Withholding		0.00			0.00		
Medicare Employee		-1.97			-15.16		
Social Security Employee		-8.43			-64.82		
WI - Withholding		0.00			0.00		
Medicare Employee Addl Tax		0.00			0.00		
Total Taxes Withheld		-10.40			-79.98		
Net Pay		**125.60**	**51**		**965.52**		
Employer Taxes and Contributions							
Medicare Company		1.97			15.16		
Social Security Company		8.43			64.82		
WI - Unemployment Company		0.00			0.00		
Total Employer Taxes and Contributions		**10.40**			**79.98**		

VILLAGE OF PARK RIDGE
Payroll Summary
January through March 2023

	Zepp, Ja...	TOTAL		
	Jan - Mar ...	Hours	Rate	Jan - Mar ...
Employee Wages, Taxes and Adjustme...				
Gross Pay				
Asst. Fire Chief Salary	0.00			0.00
Building Inspector Salary	250.00			250.00
Clerk Hourly	0.00	399.58		7,991.67
Daily Rate-Crossing Guard	0.00	51.00		1,045.50
Diggers Hotline Locates	0.00	1.00		105.00
Hourly	0.00	8.00		136.00
Hourly Rate-Maintenance	0.00			0.00
Building Inspector Commission	1,182.63			1,182.63
Total Gross Pay	1,432.63	459.58		10,710.80
Adjusted Gross Pay	1,432.63	459.58		10,710.80
Taxes Withheld				
Federal Withholding	0.00			-452.00
Medicare Employee	-20.77			-155.30
Social Security Employee	-88.82			-664.06
WI - Withholding	0.00			-269.54
Medicare Employee Addl Tax	0.00			0.00
Total Taxes Withheld	-109.59			-1,540.90
Net Pay	**1,323.04**	**459.58**		**9,169.90**
Employer Taxes and Contributions				
Medicare Company	20.77			155.30
Social Security Company	88.82			664.06
WI - Unemployment Company	0.00			0.00
Total Employer Taxes and Contributions	**109.59**			**819.36**

Dominique Swangstu
Village of Plover
Natural Resources &
Recreation Planner
Ph: (715) 345-5250
Fax: (715) 345-5253

Adam Kuhn
City of Stevens Point
Associate Planner
Zoning Administrator
Ph: (715) 346-1567
Fax: (715) 346-1498

MEMORANDUM

To: Park Ridge Village Board

From: Adam Kuhn, AICP
Associate Planner / Zoning Administrator
City of Stevens Point

Dominique Swangstu
Natural Resources / Recreation Planner
Village of Plover

Date: April 17th, 2023

RE: Authorization to Submit a Planning and Demonstration Grant Application for the Safe Streets and Roads for All (SS4A) Program

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Background: The Infrastructure Investment and Jobs Act (IIJA), signed into law in 2021, has created several discretionary programs that provide financial assistance to local governments for transportation projects. One of these, the Safe Streets and Roads for All (SS4A) program, was created to fund transportation projects that prevent deaths and serious injuries for all users of our different transportation networks (i.e., motorists, pedestrians, bicyclists, etc.).

The SS4A program, funded for Fiscal Years 2022-2027, provides yearly grant opportunities for local, county, regional and tribal governments. Similar to other discretionary programs created under the IIJA, the SS4A program provides grant funding for creating or updating a related comprehensive action plan through the "Planning and Demonstration Grant". Whereas, "Implementation Grants" are available for carrying out projects and practices identified within an approved action plan. The following background information is provided for both types of grants. Please note that both grants under the SS4A program (described below) requires a minimum 20% match from the applicant(s) if awarded.

Countywide Planning Effort: Over the last few months, staff from the following jurisdictions have been discussing the possible submission of a multijurisdictional application as part of the SS4A program: Portage County, City of Stevens Point, Village of Plover, Village of Whiting and the Village of Park Ridge. While our initial preference was to submit an implementation grant based on the existing Portage County Countywide Bicycle & Pedestrian Plan, adopted in 2014, such a request would not be eligible as the U.S. Department of Transportation requires an implementation grant be based off of a planning document adopted no earlier than 2017.

Knowing this, the above jurisdictions have preliminarily agreed to work collectively on a multijurisdictional planning grant application to create an eligible planning document. Roadway injuries and deaths are not unique to any one jurisdiction, so producing a comprehensive safety planning document that benefits all road users in Portage County is logical and more equitable. Not only does a countywide grant application boost the odds of receiving the requested grant funding, but it is also consistent with other jurisdictions in Wisconsin who have received SS4A planning grant funds in 2022 (e.g., Brown County, Kenosha County and St. Croix County).

2023 SS4A Grant Priorities:

- Promote safety to prevent death and serious injuries on public roadways;
- Employ low-cost, high-impact strategies that can improve safety over a wide geographic area;
- Ensure equitable investment in the safety needs of underserved communities, which includes both underserved urban and rural communities;
- Incorporate evidence-based projects and strategies and adopt innovative technologies and strategies;
- Demonstrate engagement with a variety of public and private stakeholders; and
- Align with the Department's mission and Strategic Goals such as safety; climate change and sustainability; equity and Justice40; and workforce development, job quality, and wealth creation

Planning and Demonstration Grant: Grant dollars from the SS4A program can be used for one of more of the below activities which targets the planning, design and the development of activities that reduce roadway deaths and serious injuries, while addressing community needs related to equitable and inclusive infrastructure. Important elements of a U.S. DOT approved action plan include: goal setting, oversight, analysis of safety conditions, public engagement, policy and strategy identification, and evaluation. For the Planning and Demonstration Grant, awarded applications are anticipated to receive a minimum of $100,000 to a maximum of $10,000,000. Planning and Demonstration Grants have three different types of activities – these activities can be bundled together under one application or may be applied for individually:

- Develop an Action Plan;
- Conduct supplemental safety planning to enhance an Action Plan; and
- Carry out demonstration activities to inform the development of, or an update to, an Action Plan.

Implementation Grant: In order to be eligible for an implementation grant under the SS4A grant program, an applicant must use projects and strategies identified within an existing (applicable) planning document. For the implementation grant, awarded applications are anticipated to receive a minimum of $2,500,000 to a maximum of $25,000,000. The list of eligible projects through the implementation grant are wide-ranging, intended to address a variety of transportation related issues, concerns, and opportunities. Examples of eligible activities include, but are not limited to:

- Correcting common risks across a transportation network (e.g., lighting, high-visibility pavement markings and signage).
- Installing safety enhancements for pedestrians (e.g., new sidewalks to improve connectivity, signaling improvements, rapid-flashing beacons and audible pedestrian signaling).
- Improving equitable transportation infrastructure for those with physical or other forms of impairment.

- Low-cost safety treatments along roadways (e.g., visible signage along high-crash corridors, rumble strips and speed bumps).
- Implementing a Safe Routes to School plan.
- Improving the connectivity of bicycle networks.

Next Steps: The request before you is to approve the attached resolution which would authorize your staff and public officials to assist with submitting a multijurisdictional action plan grant application as part of the SS4A program. This grant's notice of funding opportunity (NOFO) was released at the beginning of April 2023 with a grant application submission deadline of July 10th, 2023. Awards are anticipated to be released in January or February of 2024. If awarded, the expectation is that the grant funds awarded and the 20% match (from the different communities) related to this program would be used to hire an outside firm to do the majority of the planning work associated with producing a long-range transportation planning document.

Similar to the planning process when the 2014 Portage County Countywide Bicycle and Pedestrian Plan was reviewed and adopted, two steering committees will be created to assist the outside firm throughout the planning process – one steering committee focusing on the 'urban area' (i.e., Stevens Point, Plover, Whiting, Parking Ridge and applicable adjacent townships) while the second steering committee will focus on the 'rural area' (i.e., all townships outside of the aforementioned metropolitan area). Being a countywide effort, the appointment of steering committee members, along with the approval of the final document, will need to be approved by the Portage County Board of Supervisors. Such appointment(s) will be made to ensure each participating municipality and jurisdiction is adequately represented to the greatest extent practicable. It is recommended each municipality/jurisdiction establishes its own review process to provide efficient and effective recommendations to the steering committees. The creation of a "Technical Advisory Committee" is also a possibility, incorporating representatives from both the "urban" and "rural" areas of the County. The governing bodies of each participating jurisdiction will have opportunities to provide suggestions, data, comments, and direction when applicable to ensure the final plan created is representative of the different communities involved.

As outlined above, the SS4A program runs through Fiscal Year 2027. With an outside firm anticipated to be selected roughly in the Spring of 2024, it is our hope that this countywide planning document will be adopted in time for future submissions of an implementation grant application in Fiscal Years 2026 and/or 2027. Once an applicable action plan is created and adopted, the County, a group of municipalities, or individual governments within Portage County would become eligible to apply for an implementation grant. As you all know, transportation projects cost a significant amount of money. This, coupled with constrained budgets that all jurisdictions face, makes the possibility of an implementation grant application awarding a minimum of $2,500,000 ever more fruitful.

If you have any questions, please do not hesitate to contact us at one of the above numbers.

RESOLUTION 003-2023R

[AUTHORIZATION TO APPLY FOR APLANNING AND DEMONSTRATION GRANT AS PART OF THE SAFE STREETS AND ROADS FOR ALL (SS4A) DISCRETIONARY PROGRAM]

WHEREAS, the Safe Streets and Roads for All (SS4A) Discretionary Grant Program was established to provide funding for the planning and capital construction of transportation infrastructure to prevent roadway deaths and serious injuries; and

WHEREAS, the SS4A Grant Program is administered by the U.S. Department of Transportation where political subdivisions within Wisconsin are identified as eligible applicants for grant funding; and

WHEREAS, Portage County and its communities understand the importance of transportation safety, sustainability, community connectivity, transportation equity, and public participation and collaboration; and

WHEREAS, Portage County, the City of Stevens Point, Village of Plover, Village of Whiting, and Village of Park Ridge are requesting to apply for a Planning and Demonstration Grant through the SS4A Grant Program to conduct planning activities necessary to develop an action plan which identifies holistic and well-defined strategies to prevent roadway fatalities and serious injuries on roadways while promoting equitable transportation infrastructure throughout Portage County; and

WHEREAS, the U.S. Department of Transportation provides a minimum award amount of $100,000 for planning and demonstration grants, with a required 20% match from an applicant(s); and

WHEREAS, the above political subdivisions have agreed to the following financial obligations (based on 2020 Census population) as part of the aforementioned 20% matching requirement; and

PARTICIPATING POLITICAL SUBDIVISIONS	**% OF TOTAL MATCH**	*$250,000 Grant* **MAX MATCH (20% of Award)**
Portage County *(Excluding Participating Municipal Populations)*	41%	$20,500
Stevens Point	36%	$18,000
Plover	19%	$9,500
Whiting	3%	$1,500
Park Ridge	1%	$500
Totals	**100%**	**$50,000**

WHEREAS, the political subdivisions agree to provide their portion of the 20% match through monetary means or in-kind contributions, as outlined in the grant application; and

WHEREAS, no participating political subdivision shall be required to provide more than their portion of the 20% match as identified above, with a grant request cap of $250,000;

NOW, THEREFORE, BE IT RESOLVED, that the Portage County Board of Supervisors, City of Stevens Point Common Council, Village Board of the Village of Plover, Village Board of the Village of Whiting, Village Board of the Village of Park Ridge hereby authorizes proper municipal and County officials to submit a Safe Streets for All (SS4A) Planning and Demonstration Grant to obtain funds for the creation of a county-wide transportation plan as outlined above.

BE IT FURTHER RESOLVED that if said grant funds are awarded, proper municipal and County officials are hereby authorized and directed to accept said funds, pursuant to the terms of the grant application, and to execute any and all documents and assurances which may be required for purposes of the grant and plan creation process.

CITY OF STEVENS POINT:

Approved: _____
Mike Wiza, Mayor

Attest: _____
Kari Yenter, City Clerk

VILLAGE OF PLOVER:

Approved: _____
Gary Wolf, Village President

Attest: _____
Karen Swanson, Village Clerk

VILLAGE OF WHITING:

Approved: _____
Dean Curtis, Village President

Attest: _____
Annette Stashek, Village Clerk

VILLAGE OF PARK RIDGE:

Approved: _____
Steve Menzel, Village President

Attest: _____
Shanna Behrend, Village Clerk

PORTAGE COUNTY:

Approved: _____
John Pavelski, County Executive

Attest: _____
Marcia Davis, County Clerk

Dated:
Adopted:

Drafted by:
Return to:

Professional Services Agreement

MSA Project Number: 09617000

This AGREEMENT (Agreement) is made today April 12, 2023 by and between VILLAGE OF PARK RIDGE (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Village Street Improvements

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

The schedule to perform the work is: Approximate Start Date: April 2023
Approximate Completion Date: September 2023

The lump sum fee for the work is: 23,400.00

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 lump sum basis.

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

VILLAGE OF PARK RIDGE

Steve Menzel
President/Trustee
Date: _____

24 Crestwood Drive
Stevens Point, WI 54481
Phone: 715-343-1590
Email: smenzel@vi.parkridge.wi.gov

Shanna Behrend, Village Clerk
Email: clerk@vi.parkridge.wi.gov
Date: _____

MSA PROFESSIONAL SERVICES, INC.

Daniel Borchardt
Team Leader - Engineering
Date: 04/12/2023

146 North Central Ave., Suite 201
Marshfield, WI 54449
Phone: (715) 304-0448
Email: dborchardt@msa-ps.com

DESCRIPTON OF WORK:
MSA will prepare a Village of Park Ridge 5-Year Capital Improvement Plan that prioritizes (years) and estimates about 22,160 feet (4.20 miles) of street work including possible funding strategies to meet a Village budget for average year expenditures. Estimates will follow the FDM recommendations for collector streets and conceptual typical sections will be provided. Street work will be prioritized based on the functional classification of the roadway, PASER ratings based on WISLR and consultant review, and televising condition of sewer utilities. MSA will propose "green" stormwater solutions that meet the Village's needs for adhering to regulatory requirements. MSA will recommend low-maintenance, energy efficient lighting solutions and phasing plans for replacement of system wiring/fixtures.

- MSA will prepare a 2024-2028 Capital Improvement Streets Plan including lighting, stormwater and fire protection and streets.

- MSA will work with the Village on a preliminary List of Capital Improvement Projects (this will be based on the "Wish List" identified with the Village).

- Preliminary cost estimates will be prepared for five (5) newly identified projects planned between years 2024-2028.

- MSA will prepare a CIP map and identify projects visually including lighting, stormwater and water systems.

- MSA will meet three (3) times (Kick-off, Draft Review Meeting and Final Meeting with the Village) with Village officials or staff to eliminate and/or add projects, discuss prioritization, and present the plan. We will coordinate with project stakeholders such as the City of Stevens Point Public Utilities Department's Joel Lemke, Stevens Point Fire Department's J.B. Moody, and Scott Beduhn with the City of Stevens Point Engineering. MSA will also coordinate with the PSC to understand what they would allow for fire protection in the Village for fire protection with or without hookups and the potential rates associated with hookups.

- MSA will prepare and submit a draft copy of the CIP for Village review.

- MSA will recommend grants, funding and strategies for projects listed in the CIP.

- MSA will provide the resolution to the Village board to finalize and adopt the CIP.

DELIVERABLES
MSA will provide the Village of Park Ridge with two (2) hard copies of the CIP plan, a PDF and Word/Excel version of the final, adopted CIP.

- The Village will be responsible for confirming its "Wish List" of projects, as well as applicable plans, studies and existing cost estimates.
- The Village will be responsible for printing and dispensing the draft copy of the CIP for review.
- The Village will be responsible for collecting feedback after the draft review and sending it to MSA.
- MSA will take on one or more of these responsibilities if requested and funded by the Village.

PROJECT SCHEDULE

DATE	MILESTONE
April/May 2023	MSA performs site evaluations
May 2023	Meeting with the Village to discuss roadway parameters
June 2023	MSA prepares preliminary project cost estimates
August 2023	Draft CIP for Village review, and project prioritization, grant funding strategies, meeting with the Village
September 2023	Final CIP deliverable

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"), 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 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 in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made

within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in section 29 of 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.

April 4, 2023

Mr. Steve Menzel, Village President
Village of Park Ridge
512 Sunset Avenue
Stevens Point, Wisconsin 54481

RE: Proposal for Geotechnical Services
Capital Improvement Planning – Pavement Cores
Village of Park Ridge, Wisconsin

Dear Mr. Menzel:

On behalf of American Engineering Testing, Inc. (AET), we are pleased to submit this proposal for your project. In this proposal, we present a description of our understanding of the project, an outline of our scope of service, and our lump sum fee.

PROJECT DESCRIPTION

The Village of Park Ridge has selected MSA Professional Services (MSA) to provide Capital Improvement Planning (CIP) services. To aid in the CIP, MSA, on behalf of the Village of Park Ridge, has requested AET provide geotechnical services consisting of pavement cores and shallow borings at various sites/roadways in the Village of Park Ridge.

SCOPE OF SERVICE

Field Exploration

AET we drill up to 10 borings to depths of 5 feet each. AET will core the pavement at the surface of each boring location. We will mark the boring locations at the site(s) and then contact Diggers Hotline to locate public underground utilities near each boring location.

We will drill and sample the borings using our direct-push, geoprobe rig. If we encounter refusal prior to reaching the planned depth, we will terminate the boring at that depth; rock coring is not included in our scope of service. We will backfill the boreholes in accordance with Wisconsin Administrative Code NR 141 and patch the surface with WisDOT approved pavement patch.

Our drill crew will keep field logs noting the methods of drilling and sampling, preliminary soil classifications, and observed groundwater levels. Recovered soil samples will be sealed in the

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direct-push sampling tubes to reduce moisture loss and submitted to our laboratory for examination and final classification by a geotechnical engineer.

Laboratory Testing

In our laboratory, a geotechnical engineer will examine each of the recovered soil samples to assess the major and minor components, while also noting the color, degree of saturation, and lenses or seams in the samples. We will visually/manually classify the soil samples on the basis of texture and plasticity in accordance with the Unified Soils Classification System (USCS), group the soils into strata by type, and prepare the boring logs.

Geotechnical Report

Following the field and laboratory classification, we will prepare a brief factual report based on the results of the soil borings. This report will include logs of the test borings and a summary of the measured pavement and base aggregate thicknesses.

SCHEDULE

We can typically begin the subsurface exploration for a project within about three to five weeks of receiving authorization to proceed. The drilling for this project will take about one day. We would then submit the factual report within two weeks after completing the drilling.

FEE

For the described scope of service, we will charge a lump sum fee of **$2,900**.

ENVIRONMENTAL CONCERNS

This proposal is presented for engineering services to determine the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement–Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers, and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on-site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

CLOSING

Please contact us if you have questions or need additional information.

SIGNATURE

AMERICAN ENGINEERING TESTING, INC.



Andrew Walters, P.E.
Regional Manager / Senior Geotechnical Engineer

Attachment: Terms and Conditions

ACCEPTANCE AND AUTHORIZATION

SIGNATURE:_____

PRINTED NAME:_____

ORGANIZATION:_____

ADDRESS: _____

PHONE NUMBER AND EMAIL:_____

DATE:_____

INVOICING INFORMATION (Provide Company AP Department Information, if present.)

AP CONTACT NAME:_____

BILLING/MAILING ADDRESS:_____

AP PHONE NUMBER AND INVOICE EMAIL:_____

P.O. NO.:_____ PROJECT NO.: _____

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions ("terms and conditions") is applicable to all services ("Services") provided by American Engineering Testing, Inc. (AET). As used herein "Services" refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement ("Agreement") between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client's acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.**

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are provided, site safety plans or other documents which may control or affect AET's Services. If new information becomes available during AET's Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client's alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET's right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

3.1 - AET's sole responsibility under this section will be to contact the state "call before you dig" notification center (e.g. Gopher State One Call in Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

3.2 - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

3.4 - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney's fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 6 – SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 –

Workers' Compensation	Statutory Limits
Employer's Liability	$100,000 each accident $500,000 disease policy limit $100,000 disease each employee
Commercial General Liability	$1,000,000 each occurrence $1,000,000 aggregate
Automobile Liability	$1,000,000 each accident
Professional/Pollution Liability Insurance	$1,000,000 per claim $1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

9.5 - **To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.**

9.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.3 – AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

11.4 – AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 12 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 13 - MEDIATION

13.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

13.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 14 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 15 and 18, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

15.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

15.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an additional Insured.

15.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 16 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 18 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by *AET* from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or $50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of $100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at *29 Code of Federal Regulations Part 471, Appendix A to Subpart A*. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of $10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 20 - TERMINATION

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the Services.

SECTION 21 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 22 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Wisconsin without regard to its conflicts of law provisions.

SECTION 23 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

2023 SPRING ELECTION RESULTS FOR PARK RIDGE

JUSTICE OF THE SUPREME COURT

JANET PROTASIEWICZ	204
JOHN PAVELSKI	89
SCATTERING	1

COURT OF APPEALS JUDGE DISTRICT 4

CHRIS TAYLOR	196
SCATTERING	1

PORTAGE COUNTY CIRCUIT COURT JUDGE

BRANCH 1

MICHAEL ZELL	198

STEVENS POINT AREA PUBLIC SCHOOL DISTRICT SCHOOL BOARD MEMBER

ALEX SOMMERS	93
GEE POPE	158
MIGUEL CAMPOS	88
BOB LARSON	64
CHRIS SCOTT	149
TED KOWALSKI	136

PARK RIDGE VILLAGE PRESIDENT

STEVE MENZEL	233
SCATTERING	2

PARK RIDGE VILLAGE TRUSTEES

KRISTIN PAULSON	209
GORD RENFERT	195
SCATTERING	4

STATE OF WISCONSIN CONDITIONS OF RELEASE BEFORE CONVICTION REFERENDUM

QUESTION 1

YES	180
NO	96

STATE OF WISCONSIN CASH BAIL BEFORE CONVICTION REFERENDUM

QUESTION 2

YES	183
NO	94

STATE OF WISCONSIN WELFARE BENEFITS REFERENDUM

QUESTION 3

YES	208
NO	78

VILLAGE OF PARK RIDGE LEVY LIMIT INCREASE REFERENDUM

YES	203
NO	85

The Village of Park Ridge has 425 registered voters. 297 – 70% of the registered voters completed a ballot for the 2023 Spring Election.

Operator's License Summary (4/17/2023)

(For ease of review and to reduce photocopying, applicant supporting documents have been summarized below, and only applications and 'positive' check reports are included in board packets.)

Name	Type	New or Renewal	Fee Pd	Proof of Training	Online Checks	
					CIB[1]	CCAP[2]
Kissinger, Matthew 1333 Shaurette St Stevens Point	Operator's One Year *(The Store)*	New	$20	**Valid license**	No criminal history found	Search returned no relevant results
Olson, Kennedy 433 Isadore St Stevens Point	Operator's One Year *(The Store)*	New	$20	**Valid License**	No criminal history found	Search returned no results
Chatmon, Treveon 2748 Lindbergh Ave Stevens Point	Operator's One Year *(The Store)*	New	$20	**Valid License**	No criminal history found	Search returned no results

[1] **Wisconsin Department of Justice Crime Information Bureau** (wi-recordcheck.org); [This website contains arrest and conviction information on over 1,000,000 individuals dating back to 1971. Every record in the database is supported by positive fingerprint identification. New arrest fingerprint cards are being received at a rate of 10,000 each month.]; $7 per check.

[2] **Wisconsin Circuit Court Access** (wcca.wicourts.gov); [This website provides access to certain public records of the circuit courts of Wisconsin. Information provided is an exact copy of the case information entered into the Consolidated Court Automation Programs (CCAP) case management system by court staff in the counties where the case files are located.]; no charge for checks; currently.