



**1/21/2025 Monthly Board Meeting
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MEETING MINUTES
Town of Peshtigo Monthly Board Meeting
Tuesday, December 17, 2024 at 6 p.m.

- 1) Call to order: **Chairperson Friday called the meeting to order at 6:00pm.**
- 2) Pledge of allegiance
- 3) Roll call: **All present.**
- Chairperson Friday, Supervisor Coble, Supervisor Wortner, Supervisor Bergeson, Supervisor Joy**
- 4) Verification of proper notice: **Chairperson Friday verified.**
- 5) Approve agenda: **Joy motion to approve/Second by Wortner. Motion carried with 5 yes.**
- 6) Public comment, limited to 15 minutes (*in-person attendees only, limited to 3 minutes per person with no time donations from others, agenda items only*), please be prepared to come forward to the table, speak clearly into the microphone, start by stating name/address & agenda item(s) to be addressed:
 - a. **Adam Steeber spoke concerns of the public comment section of meetings.**
- 7) Announcements:
 - a. **No update from DNR this month.**
 - b. **Tyco update available on the Town website, under the water tab.**
 - c. **Chairperson Friday announced that property taxes have been mailed. She gave a brief overview of how to read your tax bill to see where your money is being allocated. Roughly 5% goes to Town of Peshtigo.**
- 8) Minute approval – 11/19/2024 Regular Board Meeting: **Approved via unanimous consent.**
- 9) Reports
 - a. Fire Department: **Chief Folgert gave report.**
 - b. Constable: **Chairperson Friday gave report.**
 - c. Building Inspector: **Chairperson Friday gave report. 104 YTD permits.**
 - d. Marinette County Board: **Rep. Dave Buechler gave report. Marinette County has sent tax bills out.**
- 10) Treasurer Report/Investment Report/Budget YTD vs Actual/Budget Amendments: **Approved via unanimous consent.**
 - a. Approve vouchers & payment of bills: **Coble motion to approve/Second by Wortner. Motion carried with 5 yes votes.**
- 11) Annual newsletter: **Joy motion to approve newsletter as presented in packet- double sided print out, uploaded to website and available for pickup at Town Hall and Recycling Center/Second by Bergeson. Motion carried with 5 yes votes.**
- 12) Discounted fire number signs: **Approved via unanimous consent.**
- 13) Plan Commission/Comprehensive Plan update
 - a. Dennis Czapiewski resignation: **Chairperson Friday announced Dennis Czapiewski's resignation.**
 - b. Appoint Joel Ortman: **Coble motion to appoint Joel Ortman to Plan Commission, fulfilling Dennis Czapiewski's term, ending 03-31-2027/Second by Joy. Motion carried with 5 yes.**
- 14) Ordinance Sec. 34-82 discussion with possible change: **No action taken. Bringing to Plan Commission.**
- 15) Ad hoc committee updates:

- a. Capital Improvement Plan – Chairperson Joy, Vice Chairperson Friday: **Joy updated that Foth & Delmore are working on a future road maintenance plan based on the current road ratings.**
 - b. CDBG-CV – Chairperson Friday, Treasurer Maney
 - i. HVAC update: **Joy updated that a project extension has been submitted to WI DOA, making the project due 04/30/2025.**
 - ii. MSA billing update: **Chairperson Friday followed up with MSA, no response at this time.**
 - c. Ordinance/Policy Review – Chairperson Friday, Vice Chairperson Wortner
 - i. Chapters 10 and 24 proposed ordinance changes: **Coble motion to approve (with changes on page 12 of packet, removing definition of “agricultural building”)/Second by Wortner. Motion carried with 5 yes votes.**
- 16) Standing Committee Updates:
- a. Buildings & Grounds – Chairperson Coble, Vice Chairperson Bergeson: **Coble will be following up on roof replacement, expected to start any day now.**
 - b. Recycling Center – Chairperson Bergeson, Vice Chairperson Coble: **Coble updated that additional lighting will be installed soon, which will fall under the amount of required bidding.**
 - c. Roads & Ditches – Chairperson Wortner, Vice Chairperson Joy: **Wortner reminded residents of the importance of calling the Town Hall, himself, or Supervisor Joy with road and/or snowplowing concerns, as well as reminded board members and residents of the primary roads. Coble thanked Jeff Maney for his work on the ditching and brushing around Town.**
- 17) Upcoming Meetings – Regular Board Meeting Tuesday, January 21, 2025
- 18) Motion to Adjourn: **Wortner motion to adjourn at 6:41pm/Second by Bergeson. Motion carried with 5 yes votes.**

Kayla Okins, Clerk 12/31/2024

**Town of Peshtigo Fire Department Report to the Town Board
January 21, 2025**

15 Calls since the December 17th, 2024 Monthly Town Board meeting:

12/19/24	W3211 Seward Heights Rd., Controlled Burn (Authorized)
12/19/24	N1944 Dahl Rd (RZR Auto Salvage), Explosion & Unauthorized Burn
12/23/24	N5059 State Hwy 180, House Fire Assist (MABAS Assist- Porterfield. Cancelled Enroute)
12/24/24	N2235 Shore Dr. (Little River Country Club), Odor of Gas
12/31/24	823 5 th St., Menominee, Warehouse Fire (MABAS assist - Menominee)
1/1/25	N3407 Rehms Rd., EMS Assist
1/1/25	N3407 Rehms Rd., EMS assist
1/2/25	W3457 Weidner Rd., House Fire (MABAS Assist - Porterfield)
1/3/25	N3407 Rehms Rd., EMS assist
1/4/25	W613 Weigers Rd., EMS Assist
1/7/25	Schacht Rd. at Maple St., Vehicle Crash
1/11/25	W4470 Schonfeld Ln., House Fire (MABAS Assist - Grover)
1/12/25	Schacht Rd., at Pine St., Vehicle Rollover Crash
1/15/25	1617 14 th Ave., Menominee, House Fire (MABAS Assist - Menominee)
1/18/25	N10410 McMahon Rd, House Fire (MABAS Assist – Middle Inlet. Cancelled Enroute)

Apparatus and Equipment Status:

- New garage door opener has been installed on overhead door #1 to replace a broken opener.
- New batteries were installed in Engine 207.

Training:

- Chief and Asst. Chief attended Marinette County Fire Investigation Task Force training on January 8th.
- Five firefighters completed annual Hazardous Materials Technician refresher training on Saturday, January 11th at the REC Center with Marinette and Menominee Fire Departments.
- Ice Rescue training was conducted on Monday, January 13th. 15 firefighters participated plus 1 from GPF.

Fire Prevention, Education and Community Involvement:

- We have received another supply of smoke alarms through the Wisconsin Professional Firefighters Charitable Foundation so we will continue to provide free smoke alarms to town residents in need.

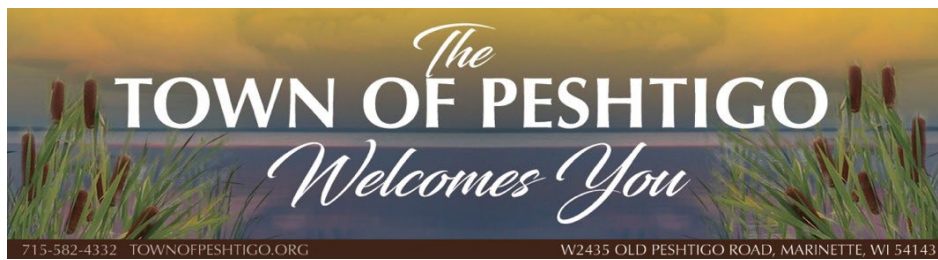
Fund Raising & Donations:

- A Lenten Fish Fry is being planned for Wednesday, March 5th at the Moose Lodge.

Personnel:

- Firefighter **Cienna Grawey** was hired as a full-time firefighter with the City of Marinette and resigned her position effective January 5th.
- Firefighter **James Matthews** has been hired as a full-time firefighter/EMT with Howard Fire and Rescue Department. He will remain active on our department when not working his 48-hour shifts at Howard.
- Our roster stands at 23 volunteer firefighters. We are currently accepting applications.

Mike Folgert
Fire Chief



December 2024 Constable Report

12/02 Over 50 unlicensed vehicles

12/02 14 unlicensed dogs and no rabies shots

12/04 Dog at large

12/06 Missing Dog

12/06 Horses at large

12/15 Shooting

12/17 Shooting

12/20 Shooting

12/23 Abandoned dog



TREASURER'S REPORT
December 2024

		Begin	Deposits/Interest	Withdrawals	Ending	Outstanding Receipts	Outstanding Deposits	Register Balance
BMO Checking Account	7013	75,871.85	56,520.18	(95,244.75)	37,147.28	(6,392.47)	27.00	30,781.81
BMO Payroll Checking	7734	8,839.25	14,846.00	(19,546.82)	4,138.43	(1,804.75)		2,333.68
BMO Plantinum MM	6811	442,104.14	1,179,659.76	(294,056.77)	1,327,707.13	(958.99)		1,326,748.14
BANK TOTALS		526,815.24	1,251,025.94	(408,848.34)	1,368,992.84	(9,156.21)	27.00	1,359,863.63
PNB Checking - CDBG		8.71	-	-	8.71	-	-	-
Change Fund		215.00	-	-	215.00	-	-	-
Fire Dept Equipment		270.65	1.06	-	271.71			
Fire Truck		166,912.25	651.12		167,563.37			
Roads		98,905.40	385.83	-	99,291.23			
Capital Outlay - Mach & Equip		11,115.47	240,647.38		251,762.85			
Recycling		12,445.74	48.55		12,494.29			
ARPA		84,325.11	328.95		84,654.06			
LGIP TOTAL		373,974.62	242,062.89	-	616,037.51	-	-	-
BMO CD		280,587.72	1,225.23	-	281,812.95	-	-	-
BMO CD Fire Dept.		160,150.72		-	160,150.72	-	-	-
TOTAL CASH & INVESTMENTS		1,341,752.01	1,494,314.06	(408,848.34)	2,427,217.73	(9,156.21)	27.00	2,418,088.52

Jodi Maney
Treasurer
toptreasurer@townofpeshtigo.org



1500 N. Casaloma Drive
Suite 100
Appleton, WI 54913

P (920) 545-2083
TF (888) 958-0803
F (920) 757-2401

Jennifer Friday, Town Chairperson

Town of Peshtigo
W2435 Old Peshtigo Rd
Marinette, WI 54143

Date: 1/3/2025

Dear Chairperson Friday,

I hope this letter finds you well. I am writing to inform you that MSA Professional Services' professional services agreement for the administration of the Town of Peshtigo's CDBG-CV grant is coming to a close at the end of 2024.

MSA has provided grant administration services for the Town's CDBG-CV award from the performance period of the original grant agreement and our services were extended via professional services agreement amendment until the end of 2024.

We acknowledge that the Town has elected to pursue the extension of the CDBG-CV performance period until June 30th, 2025 through the most recent submission of CDBG-CV amendment #5. This extension means that additional resources will be needed to perform the necessary grant administration services.

To address this need, we propose the following alternatives for the Town's consideration:

1. **Elect to administer the CDBG-CV award for the remainder of the performance period (until June 30th, 2025); OR**
2. **Extend the MSA professional services agreement for grant administration services until June 30th, 2025**, which would be proposed on a Time & Expenses basis for services performed.

We understand that the Town Board should have the opportunity to discuss these alternatives and decide on the best course of action. With this in mind, MSA is informally offering to extend our grant administration services until January 31st, 2025, to provide the Town with enough time to make an informed decision.

Should you have any questions or concerns, please contact Benjamin Andrews, Community Development Specialist, at bandrews@msa-ps.com or (920) 592-9630.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads "Benjamin Andrews".

Benjamin Andrews
Community Development Specialist
MSA Professional Services, Inc.



Professional Services Agreement

MSA Project Number: 21668005

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

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1500 N. Casaloma Drive, Appleton, WI 54913

Phone: (920) 545-2083

Representative: Brittney Mitchell

Email: bmittchell@msa-ps.com

TOWN OF PESHTIGO, WI (OWNER)

Address: W2435 Old Peshtigo Rd, Marinette, WI 54143

Phone: (715) 316-1698

Representative: Jennifer Friday

Email: topchair@townofpeshtigo.org

Project Name: Peshtigo CDBG-CV Grant Administration (Extension)

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

The schedule to perform the work is: Approximate Start Date: 01/01/2025
Approximate Completion Date: 06/30/2025

The estimated fee for the work is: \$5,000-\$10,000
(Grant Administration & Labor Standards Compliance)

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

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

TOWN OF PESHTIGO, WI

Jennifer Friday
Town Chairperson
Date: _____

MSA PROFESSIONAL SERVICES, INC.

Brittney Mitchell
Brittney Mitchell
Team Leader-Funding
Date: 1/2/2025

OWNER ATTEST:

Kayla Okins
Town Clerk
Date: _____

Benjamin Andrews
Benjamin Andrews
Community Development Specialist
Date: 1/2/2025

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

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

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

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

(b) Designated Owner Representative

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

(c) Tests, Inspections, and Reports

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

(d) Additional Consultants

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

(e) OWNER Provided Services and Information

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

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

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

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

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GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

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.

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GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

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.

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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

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GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

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.

Scope of Services: CDBG Administration

Working in conjunction with the Town of Peshtigo (OWNER), MSA agrees to provide services for CDBG Administration, and Labor Standard Monitoring as hereinafter stated. The liability related to the administration and/or other assistance provided is limited to the stated fee for said assistance. MSA is committed to high quality service and performance of the scope herein and is not responsible for the actions of others including but not limited to the agencies associated with these funding sources and oversight.

SECTION 1: CDBG Administration

MSA proposes to provide administrative assistance services to the OWNER in accordance with the Wisconsin Department of Administration's (DOA) current CDBG Implementation Handbook. Administrative Services are outlined as follows:

1. Contracting assistance with DOA; review the Owner/DOA contract for accuracy & timeline
2. Recordkeeping – CDBG Program and Project Files
 - a. Establish and Maintain CDBG Program Administration Files
 - b. Establish and monitor Project Construction/Labor Standards Compliance files, Prime and Subcontractors
3. Financial Management Assistance
 - a. Establish the Grant Account according to 24 CFR 570.497 and Treasury Circular 1075;
 - b. Request fund according to Federal Attachment O, OMB Circular A-102 and Treasury Circular 1075;
 - c. Establish system to handle program income according to CFR 570.494 Attachment E, OMB Circular A-102;
 - d. Maintain financial records as required in Circular A-87; Attachments C, G and H, OMB Circular A-102;
 - e. Assist Owner in establishing separate checking accounts to disburse funds and pay bills (all checks reviewed and approved by Owner prior to disbursement). Owner will cut all checks to be disbursed by CDBG program;
 - f. Advise Owner to schedule/conduct "single audit(s)" as may be required by CDBG program.

4. Provide assistance to Owner to satisfy Equal Opportunity Requirements
 - a. Develop and maintain demographic profiles of the community by census data - relating to race, ethnicity, sex, age and head of households;
 - b. Develop and maintain racial, ethnic, gender, age and handicap data showing in the extent to which these categories of persons have participated in, or benefited from, CDBG programs and activities;
 - c. Document all equal opportunity related activities including compliance monitoring;
 - d. Include all applicable equal opportunity language in bidding specifications and contract documents;
 - e. Complete and submit the required equal opportunity reports/attend DOA monitoring visits.
5. Provide assistance to Owner to Satisfy Federal Labor Standards Requirements as detailed in Section 3.
6. DOA Monitoring Assistance
 - a. Prepare and submit semi-annual reports to DOA/Owner;
 - b. Attend, assist Owner at all DOA program monitoring visits
7. Citizen Participation Compliance Assistance
 - a. Assist with creation of CDBG Committee, as applicable;
 - b. Assist Owner with the implementation of Citizen Participation Plan, per DOA requirements;
 - c. Attend/conduct required citizen participation hearing to provide the public with information regarding the CDBG program (near project completion);
 - d. Assist Owner in responding to citizen questions, complaints and/or grievances
8. Assist with Close-Out of CDBG Program
 - a. Advise owner to schedule/conduct final "single audit";
 - b. Submit the final report;
 - c. Submit the Certificate of Completion;
 - d. Submit the final report; Submit the Minority Business Enterprise/Women Business Enterprise Contractor/Subcontractor Record

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

1. Serve as Labor Standards Officer on behalf of Owner
2. Secure/utilize current federal wage rate schedules, per CDBG requirements
3. Include (or provide for inclusion if requested) all applicable federal labor standards information in all bidding specifications and contract documents
4. Conduct required pre-construction conference and review wage requirements, funding processes and procedures, and payment procedures per all funding agencies as it relates to construction
5. Assist Owner with on-the-job employee interviews (HUD Form 11) and compare interviews to payrolls received; follow up on discrepancies between interviews and payroll documents
6. Review contractor & all sub-contractor payroll records for Davis-Bacon wage rate compliance on a weekly basis during construction:
 - a. Verify signed Certificate of Compliance attached to Payroll report
 - b. Verify that payroll reports include the following:
 - i. Name and Address of employees
 - ii. Employee Identification number
 - iii. Federal classification
 - iv. Base wage hourly amount
 - v. Fringe benefit hourly amount
 - vi. Standard Deductions
 - vii. Other Deductions (with explanations)
 - viii. Identified Apprentice(s) and current level in certified program
 - c. Verify receipt of required attachments to the payrolls:
 - i. Union Wage Sheet, or Documentation of Approved Fringe Plan(s), i.e. name, address, phone number, and frequency of deposit on behalf of employees
 - ii. Authorization of "Other" deductions, i.e. Child Support orders, signed plan/insurance/savings enrollment sheets
 - iii. Apprentice Contracts and corresponding Union Contract including ratios of journeymen to apprentices
6. Assist Owner in resolving labor standards compliance issues

4: CDBG Administration - The Owner's Responsibility

The OWNER will:

1. Examine all studies, reports, estimates, and other documents presented by MSA.
2. Provide such legal, financial, accounting, public facilities, appraisals, easements, and insurance counseling services as may be required for the grant administration.
3. Provide MSA with copies of existing estimates, quotes, reference material, and other documents used to create the grant application and Grant Agreement.
4. Designate MSA as a project partner and specify that contractors and engineering staff associated with the project respond to MSA Professional Services, Inc. regarding any grant administration needs.
5. Designate in writing a person to act as the Owner's representative with respect to the services to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to services covered by this Agreement.
6. Advertise and make arrangements for public notice(s) and/or meeting(s). The Town will be responsible for all notice and publishing costs.
7. Specific responsibilities related to any additional services required.

5: Equal Opportunity

MSA agrees to comply with the following Equal Opportunity provisions:

1. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the ground of race, color, national origin, sex, age or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
2. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving federal financial assistance.
3. Executive Order 11246, as amended, provides that no person shall be discriminated against, on the basis of race, color, religion, sex or national origin in any place of employment during the performance of federally assisted construction contracts in excess of \$2,000.

ATTACHMENT B: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 85 – \$154/hr.
Architects	\$ 85 – \$198/hr.
Community Development Specialists	\$137 – \$198/hr.
Digital Design	\$115 – \$151/hr.
Environmental Scientists/Hydrogeologists	\$110 – \$193/hr.
Geographic Information Systems (GIS)	\$100 – \$193/hr.
Housing Administration	\$ 97 – \$198/hr.
Inspectors/Zoning Administrators	\$110 – \$160/hr.
IT Support	\$175 – \$193/hr.
Land Surveying	\$ 85 – \$198/hr.
Landscape Designers & Architects	\$ 85 – \$220/hr.
Planners	\$ 85 – \$215/hr.
Principals	\$225 – \$314/hr.
Professional Engineers/Designers of Engineering Systems	\$155 – \$204/hr.
Project Managers	\$120 – \$248/hr.
Real Estate Professionals	\$140 – \$193/hr.
Staff Engineers	\$ 85 – \$149/hr.
Technicians	\$100 – \$151/hr.
Wastewater Treatment Plant Operator	\$ 92 – \$118/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, 2025.