

W I S C O N S I N



NOTICE OF PUBLIC MEETING

FINANCE AND PROPERTY COMMITTEE

Tom Rayome, Chairperson
Jake Cattanach, Secretary
Jay Bemke

Notice is hereby given of a meeting of the Finance and Property Committee to be held in the Council Chambers at City Hall, 444 West Grand Avenue, Wisconsin Rapids, and via remote videoconferencing on Tuesday, October 5, 2021 at 4:30 p.m. **The public may listen to the meeting by calling 1-312-626-6799, Meeting ID: 859 0754 9148#.** The meeting will also be streamed LIVE on the City of Wisconsin Rapids Facebook page. This meeting is also available after its conclusion on the City's Facebook page and Community Media's YouTube page, which can be accessed at www.wr-cm.org. If a member of the public wishes to submit comments to the Finance and Property Committee regarding an agenda item, please contact Tom Rayome at trayome@wirapids.org before the meeting.

Agenda

1. Call to Order
2. Consider for approval a Temporary Retail Class "B" Fermented Malt Beverages License and "Class B" Wine License application for Heart of Wisconsin Chamber of Commerce, Inc., Angel Whitehead, President, for an Off the Clock event at CHI Décor Shoppe, 1630 26th Street North, on Monday, November 8, 2021
3. Consider a request from 45 Mercantile, LLC, d/b/a 45 Mercantile, Jennifer Zimmerman, agent, for a Class "A" Beer and a "Class A" liquor license for the premises located at 1000 E Riverview Expressway, Suite 170
4. Consider a recommendation from Statewide Services to disallow a claim from Automotive Rentals Inc. on behalf of the State of WI DOA for damage to one of their vehicles allegedly sustained in a collision with a City Squad on 04/16/2021
5. Consider a recommendation to disallow claims from City retirees Wade Wittenberg, Douglas Van Berkel, Steven Belter, and John Janssen regarding life insurance premium contributions
6. Discuss accepting a professional services agreement from raSmith on a time and materials basis to work with City staff to refine the transportation utility model, complete the database, and work on connecting the data with utility accounts
7. Audit of the Bills
8. Review 2022 Budget
9. Set next meeting date
10. Adjourn.

The City of Wisconsin Rapids encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the city clerk's office at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. Call the clerk at (715) 421-8200 to request accommodations.

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 9/15/21
 County of WOOD

Town Village City of Wisconsin Rapids

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
 - A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.
- at the premises described below during a special event beginning 11/8/21 and ending 11/8/21 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

- 1. Organization** (check appropriate box) →
- Bona fide Club
 - Church
 - Lodge/Society
 - Veteran's Organization
 - Fair Association or Agricultural Society
 - Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Heart of Wisconsin Chamber of Commerce

(b) Address 1120 Lincoln St, Wis Rapids
(Street) Town Village City

(c) Date organized 1948

(d) If corporation, give date of incorporation 1948

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:
 President Angel Whitehead 1120 Lincoln St, Wis. Rapids, 54494
 Vice President Arista Coon 1120 Lincoln St, Wis. Rapids, 54494
 Secretary _____
 Treasurer _____

(g) Name and address of manager or person in charge of affair: Kian Schwingle 1120 Lincoln St., Wisconsin Rapids 54494

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number CHI Decor Shoppe 1630 26th St.
 (b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Part

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Decor Shoppe, main floor, balcony, and all rooms

3. Name of Event

(a) List name of the event CHI Decor Shoppe Off the Clock
 (b) Dates of event 11/8/21

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer Angelina Whitehead Heart of Wisconsin Chamber of Commerce
(Signature / Date) 9/16/21 (Name of Organization)

Date Filed with Clerk 9/16/21 Date Reported to Council or Board _____

Date Granted by Council _____ License No. _____

5386 \$10.00 9/16/21

pd #20 9/28/2021 #5391

Original Alcohol Beverage Retail License Application
(Submit to municipal clerk.)

For the license period beginning: 07/01/2021 ending: 06/30/2022
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: Town of } WISCONSIN RAPIDS
 Village of }
 City of }

County of WOOD Aldermanic Dist. No. _____
(If required by ordinance)

Check one: Individual Limited Liability Company
 Partnership Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number 456103069936304	
FEIN Number 85-4376716	
TYPE OF LICENSE REQUESTED	FEE
<input checked="" type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input checked="" type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>20.00</u>
TOTAL FEE	\$

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
45 MERCANTILE, LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
ZIMMERMANN	JENNIFER	ANN	232259 CTY ROAD Q, RINGLE, WI 54471
Vice-President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
ZIMMERMANN	SAMUEL	PAUL	232259 CTY ROAD Q, RINGLE, WI 54471
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
SCHMIDT	KENNETH	ALLEN	232904 EAU CLAIRE RIVER RD RINGLE, WI 54471
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
WELLES	DAVID	BRIAN	319 WESTON AVENUE, WAUSAU, WI 54403
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
ZIMMERMANN	JENNIFER	ANN	232259 CTY ROAD Q, RINGLE, WI 54471
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

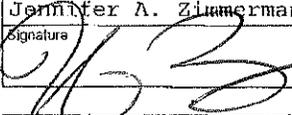
1. Trade Name 45 MERCANTILE, LLC Business Phone Number 715-712-0324
2. Address of Premises 1000 E RIVERVIEW EXPWY # 170 Post Office & Zip Code WISCONSIN RAPIDS 54494

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
Suite
ENTIRE PREMISES AT THE ABOVE ADDRESS,
INCLUDING REAR AREA FOR STORAGE AND STAGING (ACCESSIBLE ONLY BY
EMPLOYEES) AND THE FRONT AREA FOR RETAIL SALES.

4. Legal description (omit if street address is given above): _____
5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued? _____

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **if yes, explain** Yes No
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
9. (a) **Corporate/limited liability company applicants only:** Insert state WISCONSIN and date 12/10/20 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
If yes, explain.
CLASS A LICENSE IN TOWN OF GRAND RAPIDS, WOOD COUNTY, AND ALSO IN
TOWN OF ROLLING, LANGLADE COUNTY, WISCONSIN
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>Jennifer A. Zimmermann</u>	Title/Member <u>Member</u>	Date <u>09/27/21</u>
Signature 	Phone Number <u>715-218-4907</u>	Email Address <u>jennz@catchallsolution@s.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>9/28/2021</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town
 Village of Wisconsin Rapids County of Wood
 City

The undersigned duly authorized officer/member/manager of 45 Mercantile, LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as 45 Mercantile ~~2000 2000~~ ^{Q35}

located at 1000 E Riverview Expressway, Wisconsin Rapids, WI 54494
Suite 170 (Trade Name)

appoints Jennifer A. Zimmermann
(Name of Appointed Agent)
232259 CTY Road Q, Ringle, WI 54471
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

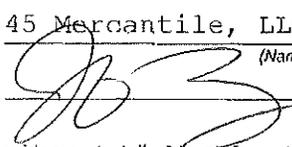
Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).
Town of Rolling, Langlade County, and Town of Grand Rapids, Wood County

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 39 years

Place of residence last year 232259 CTY Road Q, Ringle, WI 54471

For: 45 Mercantile, LLC
(Name of Corporation / Organization / Limited Liability Company)

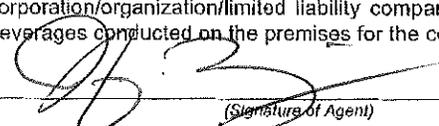
By: 
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Jennifer A. Zimmermann, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

 9/28/21 Agent's age 39
(Signature of Agent) (Date)
232259 CTY Road Q, Ringle, WI 54471 Date of birth 12/31/81
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)



Requestors Name: Karen Timm

Referral Language: Consider a recommendation from Statewide Services to deny a claim from Automotive Rentals Inc. on behalf of the State of WI DOA for damage to one of their vehicles sustained in a collision with a City squad on 04/16/2021.

Background Information: Statewide Services denial is based on the fact that their investigation revealed the WI DOA vehicle was majority at fault for this collision.

Recommendation: Follow recommendation of insurance company to deny the claim to shorten the statute of limitations to six months.

Action you are requesting the committee take: Motion to deny the claim from Automotive Rentals Inc.

If financing is needed, how will it be financed? Insurance Policy Deductible

Statewide Services, Inc.

Claim Division

1241 John Q. Hammons Dr.
P.O. Box 5555
Madison, WI 53705-0555
877-204-9712

September 7, 2021

City of Wisconsin Rapids
Attn: Karen Timm
444 W. Grand Ave.
Wisconsin Rapids, WI 54495

Program: League of Wisconsin Municipalities Mutual Insurance
Our Insured: City of Wisconsin Rapids
Date of loss: 4/16/2021
Our Claim # WM000712910319
Claimant: ARI (On behalf of WI DOA)
PO Box 5039
Mt. Laurel, NJ 08054

Dear Ms. Timm,

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance which insures the City of Wisconsin Rapids. We are in receipt of the claim submitted by Automotive Rentals, Inc. on behalf of the State of WI DOA for damage one of their vehicles sustained in a collision with a City squad on 4/16/2021.

We have reviewed the matter and recommend that the City of Wisconsin Rapids deny this claim pursuant to the Wisconsin statute for disallowance of claim 893.80(1g). The disallowance will shorten the statute of limitations period to six (6) months.

Our denial is based on the fact that our investigation revealed that the WI DOA vehicle was majority at fault for this collision.

Please submit the disallowance directly to ARI at the above address. Please reference ARI file # 1497014-KF in your letter. The disallowance should be sent certified or registered mail and must be received by the claimant within 120 days after you receive Notice of Claim. Please send a copy of the disallowance to Statewide Services Inc. Claims.

Sincerely,

Sarah Bourgeois, AINS
Claims Rep. II
Statewide Services Inc.
PO Box 5555
Madison, WI 53705-0555
608-828-5439 Phone
800-854-1537 Fax
sbourgeois@statewidesvcs.com

CC: Darrel Zaleski

September 7, 2021

ARI
Attn: Kimberly Foley
P.O. Box 5039
Mt. Laurel, NJ 08054

Regarding:	Our Insured:	City of Wisconsin Rapids
	Our Claim No:	WM000712910319
	Date/Loss:	4/16/2021
	Your Claim No:	1497014-KF
	Your Insured:	State of Wisconsin DOA

Dear Ms. Foley,

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance, which provides the insurance coverage for the City of Wisconsin Rapids. We are in receipt of the subrogation claim you submitted for damage to your insured's vehicle, as a result of the above-referenced collision.

We have performed an investigation and find your insured vehicle to be majority at fault for this collision. The crash report lists 'no contributing action' under Driver Actions for our insured driver. Our insured driver states that your insured driver admitted to being distracted by his radio and looking down while driving when the incident occurred. Your insured vehicle was also operating on the far left of the roadway/lane, rather than the far right, as it should have been. There is no traffic control at the location of the collision. Therefore, Statewide Services Inc. finds your insured driver to be majority at fault and we will be advising the City of Wisconsin Rapids to disallow your claim. If you disagree with this decision and wish to further pursue your subrogation claim, Statewide Services is a member of Arbitration Forums (07389-0002, LEAGUE OF WI MUNICIPALITIES MUTUAL INS).

Respectfully,

Sarah Bourgeois, AINS
Claims Rep. II
Statewide Services Inc.
PO Box 5555
Madison, WI 53705-0555
608-828-5439 Phone
800-854-1537 Fax
sbourgeois@statewidesvcs.com

THIS IS A SUBCONSULTANT AGREEMENT effective as of **October 20, 2021** (“Effective Date”) between the **City of Wisconsin Rapids, WI** (“Client”) and **R.A. Smith, Inc.** (“Professional”).

Client’s Project, of which Professional’s services under this Agreement are a part, is generally identified as follows:

Wisconsin Rapids TU Support Services (“Project”).

Professional’s services under this Agreement are generally identified as follows:

Services to support development and implementation of a Transportation Utility in the City of Wisconsin Rapids, as requested by Client (“Services”).

Client and Professional further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Professional shall provide or furnish Services solely for the benefit of Client as requested by the Client, and may include (but are not limited to) the following tasks:
 - 1. Transportation Utility Ordinance Review: Assist with review and development of ordinance provisions to authorize establishment of a transportation utility, including definition, operating parameters and policy provisions.
 - 2. Transportation Utility Policy Development: Assist with development of policies, processes and forms to support administration of a transportation utility as defined and authorized by an approved transportation utility ordinance.
 - 3. Transportation Utility Account Definition: Assist with development of transportation utility accounts based on existing City of Wisconsin Rapids utility accounting and property use information, including correlation with existing parcel-based trip generation data and determination of sub-parcel utility account trip generation assignments.
 - 4. Trip Generation Assignment: Provide support for development of trip generation assignments based on functional land uses and property scalar factors in accordance with ITE Trip Generation and other available data for specific utility accounts.
 - 5. Transportation Utility Model Support: Provide technical support for use and implementation of a trip-generation based spreadsheet model developed under prior authorization.
 - 6. Education and Outreach: Provide information and materials in support of education and outreach efforts for general transportation utility information and/ or for individual customer trip generation determinations.
- B. Professional may furnish services in addition to those set forth above as requested or required because of changes in the Project and upon Client authorization of such Additional Services and related fees. Such Additional Services may include:
 - 1. Meetings with Client staff, City officials or property owners.
 - 2. Assistance with TUF updates and appeal processing.
 - 3. Other tasks not identified above.
- C. Tasks will begin following authorization and proceed in accordance with a mutually determined schedule at the time of the request.

2.01 *Payment Procedures*

- A. *Invoices: Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment due Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional’s invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until*

Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Professional for any such suspension.

- B. *Payment:* As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 Basis of Payment

- A. Client shall pay Professional for Services on a time-and-expense basis for all labor charged in support of the project. Usual and customary expenses such as printing, delivery, and postage will be billed at cost as a reimbursable expense, as well as travel at current IRS standard mileage rates. Labor will be charged for the services provided based upon the assigned staff's applicable billing class, the nature of the services provided and to not exceed the hourly labor rates published on the attached Professional Fees Rate Schedule – General 2021 Rates through 2022 and may be adjusted to those published on an updated Professional Fees Rate Schedule in place for services extending beyond 2022.
- B. *Additional Services:* Payment for Additional Services will be made on the same basis as stated above.

3.01 Suspension and Termination

- A. The obligation to continue performance under this Agreement may be suspended:
 - 1. *By Client:* Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
 - 2. *By Professional:* Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.
- B. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.
 - b. By Professional:
 - 1) Upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or
 - 2) Upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - c. By Client, for convenience, effective upon Professional's receipt of written notice from Client
 - d. Professional shall have no liability to Client on account of a termination for cause by Professional.
 - e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under this section if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - C. In the event of any termination under this section, Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Professional's consultant's charges, if any.

4.01 Successors, Assigns, and Beneficiaries

- A. Client and Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Professional 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.

- B. Neither Client nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.

5.01 *General Considerations*

A. Standard of Care

The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Design Without Construction Phase Services

Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Professional shall not be responsible for the acts or omissions of any Constructor. Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

C. Opinions of Cost

Professional's opinions (if any) of probable construction cost are to be made on the basis of Professional's experience, qualifications, and general familiarity with the construction industry. However, because Professional has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Professional cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Professional. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Professional shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Professional or its consultants.

D. Use of Documents

All documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Professional of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Professional, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Professional;
2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and

without liability or legal exposure to Professional or to its officers, directors, members, partners, agents, employees, and consultants;

3. Client shall indemnify and hold harmless Professional and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Professional; and
4. Such limited license to Client shall not create any rights in third parties.

E. **Liability**

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Professional and Professional's officers, directors, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Professional's or its Consultants services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Professional or Professional's officers, directors, employees, or Consultants shall not exceed the total amount of \$50,000 or the total compensation received by Professional under this Agreement, whichever is less.

F. **Indemnification**

To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Professional and Professional's officers, directors, employees, and Consultants from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of Professionals, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) 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 Client or Client's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Client with respect to this Agreement or to the Project.

G. **Dispute Resolution**

Client and Professional agree to negotiate each dispute between them in good faith during the 30 days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. The venue for all disputes shall be the state of Wisconsin. Attorney fees will be borne by the non-prevailing party.

H. **Governing Law**

This Agreement is to be governed by the law of the state of Wisconsin.

6.01 ***Agreement***

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Nothing in this Agreement between Professional and Client shall create a contractual relationship between either Professional and Client and an outside third party.

7.01 ***Lien Notice***

- A. As required by the Wisconsin construction lien law, Professional hereby notifies Client that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on Client's land may have lien rights on Client's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned Professional, are those who contract directly with the Client or those who give the Client notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, Client probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Professional agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien Professionals are duly paid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Project Name: **Wisconsin Rapids TU Support Services**

Client: **City of Wisconsin Rapids, WI**

Professional: **R.A. Smith, Inc.**

By:

By:

Print name: _____

Print name: Jeff Mazanec, PE

Title: _____

Title: Sr. Consultant

Date Signed: _____

Date Signed: _____

Firm's Certificate No.: 1R12170

State of: Wisconsin

Address for Client's receipt of notices:

Address for Professional's receipt of notices:

City of Wisconsin Rapids
444 West Grand Avenue
Wisconsin Rapids, WI 54495
(715) 421-8200
jterry@wirapids.org

R.A. Smith, Inc.
100 W. Lawrence Street, Suite 412
Appleton, WI 54911-5754
(920) 843-5734
Jeff.Mazanec@raSmith.com

Attachment: R.A. Smith, Inc. Professional Fees Rate Schedule – General 2021 Rates

**PROFESSIONAL FEES RATE SCHEDULE
GENERAL 2021 RATES**

<u>ENGINEERING SERVICES</u>	<u>2021 PER HOUR</u>
Principal-In-Charge.....	\$236
Division Director	\$210
Senior Project Consultant.....	\$191
Senior Project Manager.....	\$172
Project Manager	\$157
Senior Project Engineer.....	\$157
Project Engineer	\$149
Civil Engineer	\$105 - \$140
Engineering Technician	\$ 76 - \$135
Planner	\$111 - \$157
Landscape Architect.....	\$144 - \$168
Landscape Technician.....	\$118
Irrigation Designer	\$153
Ecologist.....	\$119 - \$144
Senior Structural Engineer	\$142 - \$175
Structural Engineer.....	\$104 - \$132
Structural CAD Technician	\$ 87 - \$104
<u>SURVEYING SERVICES</u>	
Survey Director.....	\$165
Senior Project Manager.....	\$155
Project Manager	\$141
2-Member Field Crew GPS/Robotics	\$208
Field Person GPS/Robotics.....	\$144
GPS Equipment.....	\$ 28
Project Surveyor	\$119
Survey Technician	\$ 87 - \$116
3D Laser Scan Project Manager	\$141
3D Laser Scan Technician	\$104
2-Member Field Crew w/Scanner	\$232
3-Member Field Crew w/Scanner	\$405
<u>CONSTRUCTION SERVICES</u>	
Construction Services Manager	\$170
Construction Technician	\$ 91 - \$147
<u>GIS & VISUALIZATION SERVICES</u>	
GIS Project Manager.....	\$141 - \$160
GIS Technician	\$ 87 - \$125
Visualization Services Manager	\$136
Visualization Technician	\$114 - \$127
<u>IT & ADMINISTRATIVE SERVICES</u>	
Computer Services	\$183
Grants Specialist	\$125
Project Technician	\$ 85
Litigation/Expert Witness	\$278 - \$302