



# City of Waupun

201 E. Main Street  
WAUPUN, WISCONSIN 53963  
Phone: 920-324-7900  
Fax: 920-324-7939

"Wild Goose Center of Wisconsin"

May 8, 2015

A meeting of the Board of Public Works is scheduled for Tuesday, May 12, 2015 at 4:30 p.m. in the Waupun City Hall, Common Council Chambers

## AGENDA

- 1) Call to Order
- 2) Roll Call
- 3) Approve minutes of the March 17, 2015, regular meeting.
- 4) Discuss / Approve pavement in Forest Mound Cemetery
- 5) Discuss / Approve sidewalk request on Wilcox St.
- 6) Discuss / Approve residents and contractors dropping off concrete and spoils at DPW yard.
- 7) Discuss / Approve tree rebate program (\$2,500 as in the past)
- 8) Discuss / Approve overhead signage on Main St.
- 9) Discuss / Approve traffic study for E. Lincoln St. and S. Watertown St.
- 10) Discuss yard waste pick-up procedures.
- 11) Discuss ADA Transition Plan
- 12) Public Comments
- 13) Adjournment

Richard Flynn  
Public Works Director

cc: Mayor & Common Council  
City Attorney  
Department Heads  
Media  
Jerry Medema  
Betty Schoonover

*It is possible that members of and possibly a quorum of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any other governmental body at the above stated meeting other than the governmental body specifically referred to above in this Notice.*

*Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and service. For additional information or to request this service, contact Angela Hull, City Clerk, at 324-7900.*

The Waupun Board of Public Works met in regular session on Tuesday, March 17th, 2015 in the City Hall Administrative Conference Room with Chairman Bastian presiding.

Chairman Bastian called the meeting to order at 4:00pm.

Members present Chairman Steve Bastian, Alderman Mike Johnson, Alderman Pete Kaczmarek, Public Works Director Dick Flynn, and Deputy Chief Loudon. Absent Angie Hull.

No members in the audience are present.

Motion Kaczmarek, second Loudon to approve the minutes of the February 10, 2015 meeting of the Board of Public Works minutes. Motion carried 6-0.

Discussion of the parking concerns on the west side of South Madison St. south of Lincoln St. was carried over from last month's meeting. At the last meeting there were some concerns of not having enough parking in the State parking lots. Flynn provided the board with data dealing with the parking lot on South Drummond St. Loudon requested to extend the no parking on South Madison St. to the south 24'. Loudon felt this would help to eliminate the accidents at this intersection. Kaczmarek informed the board the current sign for the "No Parking" might not be in the correct location looking at the painted yellow curb. Motioned by Loudon, second Johnson to extend the No Parking area on the west side of South Madison south of Lincoln St. 24'. Motioned carried 5-0.

Discussion of a changing the yield signs to stop signs at the intersection of Pleasant Avenue and South West Street was carried over from last month's meeting. Loudon recommends putting stop signs on South West Street in both directions and removing the yields signs on Pleasant Avenue. Flynn provided the board with a map showing sign placement 15mph speed limit when children are present. Motion by Loudon, second by Kaczmarek to remove yield signs on Pleasant St. and place stop signs on South West St. Motioned carried 5-0.

Flynn mentioned the DOT was asking if the city thought if there was a need for the overhead sign supports located on Main St., Beaver Dam and Brandon. Flynn explained the DOT stated there will be posted signs and pavement markings and did not see the need for the extra signage. Flynn explained if the supports would be reinstated the supports will need to be inspected every 5 years by a certified engineer. Motion by Johnson, second by Loudon to not replace the overhead sign supports. Motioned carried 5-0.

Flynn recommends an ordinance for the municipal parking lots to 12 hour parking. Flynn informed the board he has not received any complaints dealing with the resolution of the 12 hour parking from 2013. Motioned Bastian, second Kaczmarek to recommend to the Committee of the Whole to adopt the ordinance to amend Chapter 6.05 (1).

Discussion on the current winter parking ordinance and problems it causes with the Department of Public Works and the Police Department. Flynn provided information from other cities ordinances on how they deal with winter parking. Loudon explains some of the difficulties staff has of when tickets should or not be issued. Flynn explained on narrow streets equipment cannot get past vehicles parked

side by side. Flynn mentioned this could be a problem with emergency vehicles. Kaczmariski mentioned this same thing could happen during the day with emergency vehicles. Johnson suggested a set date for winter parking. Motion by Flynn, second by Louden to recommend to the Committee of the Whole to adopt the ordinance 15- Motioned carried 4-1 with Kaczmariski voting nay.

Flynn updated board with on some of the changes to Chapter 6, asked if they had a chance to review and asked if there are any questions. Motion by Bastian, second by Louden to all approve all changes to Chapter 6 and recommend to the Committee of the Whole to adopt Chapter 6 ordinance changes. Motion carried 5-0.

Flynn discussed equipment purchases and requesting to take the money from what was received on equipment sales out of the First National Bank. Flynn informed the board there was a little over \$24,000 in the account. Items on the list were speed control for salter, table saw, printers, master switches for vehicles, field painter, and dump box for dump truck. More discussion followed. Motioned by Bastian, second by Louden to approve of using the money from the bank account to purchase equipment. Motioned carried 5-0.

Flynn updated board of spring cleanup dates (4/20/15 – 5/8/15) and informed the board DPW will be out earlier or later than dates provided for cleanup if needed.

Flynn discussed the problems with changing one of the bathrooms on the north end of city hall to ADA standards. Board agreed with Flynn and recommended to look at the bathrooms outside of the admin office to upgrade to ADA standards.

No public comments are heard.

Motion Bastian, second by Louden to duly call the meeting adjourned at 5:30pm. Motion carried 5-0



# City of Waupun

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*"Wild Goose Center of Wisconsin"*

## **Concrete / Spoil Dumping at the City Garage**

The only concrete that will be accepted at the City Garage dump site is from public sidewalk and driveway approaches. No other concrete/spoils will be accepted due to the cost of crushing concrete and there is not enough room for more spoils.

Contractors will need to find an alternate spot to dump concrete from any project that is not public sidewalk or driveway approaches.

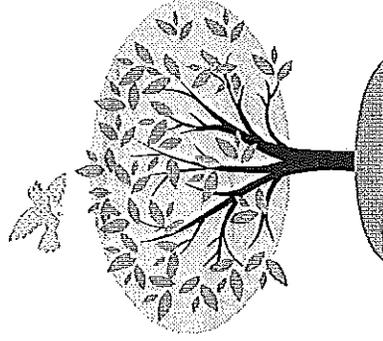
## Planting Tips

Large, deciduous trees planted on your property will provide cooling shade in the summer and when the leaves fall off, allow warm sunlight to enter your home during the winter.

- Tree species with round, horizontal oval and vase-shaped crowns when mature offer the best shading potential.
- High-wide-crowned deciduous trees provide the best shade.
- Before digging, always remember to call Digger's Hotline.
- Trees should be planted 25—35 feet from the area to be shaded.
- Do not plant trees near underground pipelines or wires, septic tanks, or overhead utility lines.
- Do not plant a large tree closer than 5 feet from a driveway or sidewalk, it could eventually push up the concrete.
- Do plant trees to shade roofs, windows, porches, air conditioning units or other areas of heat gain.

CITY OF WAUPUN

# Tree Planting Incentive Program



DEPARTMENT OF PUBLIC WORKS

920-324-7918

DEPARTMENT OF PUBLIC WORKS

City of Waupun,  
City Hall  
201 E Main St  
Waupun, WI 53963  
Phone: 920-324-7918  
Fax: 920-324-7939  
[www.cityofwaupun.org](http://www.cityofwaupun.org)

## Program Information & Requirements

### OFFER AVAILABILITY

- The Waupun Board of Public Works has allocated \$2,500 to give back to residents of Waupun for planting trees (either on the terrace or private property).
- This program may be modified or discontinued at any time without notice.
- To guarantee there will be incentive money available, call us at (920) 324-7918.
- Attach original sales receipt or paid invoice. Note: The receipt or paid invoice must indicate the date of purchase, dealer name and address, and a description of the tree type or species.
- Drop off your completed application at our office or mail it to:

City of Waupun  
 Department of Public Works  
 201 E. Main St.  
 Waupun, WI 53963

### PROGRAM REQUIREMENTS

To receive the rebate, the following program requirements must be met.

- Trees planted in the terrace (area between the sidewalk and curb) must abide by Chapter 7.09 of the Waupun Municipal Code which is available by contacting the Department of Public Works at (920) 324-7918.
- Trees planted on private property may be planted in any location on the property so long as they do not cause a nuisance to neighboring properties.
- This program is available to City of Waupun homeowners only.
- Cannot be combined with incentives provided by the Waupun Utilities.
- Each properly planted tree is eligible for a \$25.00 rebate (maximum \$100.00 per household)
- Qualifying purchases must be made between April 1, and October 31 of the current year.
- Submit request by October 31 of the current year.

### TREE REQUIREMENTS

- Trees must meet the following criteria
- Must be deciduous. Evergreens are not eligible.
- Must be nursery grade stock.
- Must have the potential to attain a height of at least 25 feet when mature.
- Must have a caliper of at least 1 1/4 inches at time of planting.
- Must be located away from underground and overhead utility lines.

## City of Waupun Planting Permit Application

Name of Applicant: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 Address: \_\_\_\_\_

1. Tree(s) to be planted: \_\_\_\_\_

Number: \_\_\_\_\_ Name: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Tree Location \_\_\_\_\_

Street Name: \_\_\_\_\_ Terrace YES / NO Private Property YES / NO

Terrace Width: \_\_\_\_\_

3. Tree Size—when planted \_\_\_\_\_

Height: \_\_\_\_\_ Diameter: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

4. Utility Lines \_\_\_\_\_

Are there any utility lines above the location to be planted  
 if yes, then tree(s) must be selected from the SMALL tree selection list  
 (available by contacting Waupun Public Works at (920) 324-7918.)

YES / NO

Are there any underground sewer and water lines?

YES / NO

If yes, then refer to ordinance (Section 7.09 Waupun Municipal Code).

5. Digger's Hotline 1-800-242-8511

Has Digger's Hotline been notified

YES / NO

Curb & Gutter present?

YES / NO

Sidewalk present?

YES / NO

SIGNATURE OF APPLICANT \_\_\_\_\_

Date: \_\_\_\_\_

For Department Use Only:

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_ Permit #: \_\_\_\_\_

Number: \_\_\_\_\_ Species: \_\_\_\_\_

Rebate Amount: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Voucher #: \_\_\_\_\_



**PROFESSIONAL SERVICES**

More ideas. Better solutions.

# Professional Services Agreement

This AGREEMENT (Agreement) is made today April 29th, 2015 by and between CITY OF WAUPUN (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

**Project Name:** Watertown Street & Lincoln Street Signal Warrant Analysis

**The scope of the work authorized is:** See Attached Project Scope

**The schedule to perform the work is:** Approximate Start Date: May 1st, 2015  
Approximate Completion Date: August 1st, 2015

**The lump sum fee for the work is:** \$5,560

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.

**CITY OF WAUPUN**

**MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_  
Kyle Clark  
Mayor  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Kevin J. Ruhland  
Team Leader  
Date: 4/30/15

201 E. Main St.  
Waupun, WI 53963  
Phone: 920-324-7918  
Fax: 920-324-7939

2901 International Lane, Suite 300  
Madison, WI 53704  
Phone: 608-242-7779  
Fax: (608) 242-7779

## **Proposal to Complete a Signal Warrant Analysis at S Watertown St (WIS 26) & E Lincoln St**

City of Waupun, Wisconsin

April 24, 2015

This is a proposal to complete a traffic signal warrant analysis at the intersection of S Watertown St (WIS 26) & E Lincoln St in the City of Waupun. The study was requested by Dick Flynn to address comments from law enforcement officials and residents regarding traffic flow and pedestrian safety at the intersection due to the close proximity of the high school. The following tasks will be completed as part of the study:

### **Task A: Traffic Counts**

MSA will utilize traffic video equipment for turning movement counts at the following intersection:

- S Watertown St (WIS 26) & E Lincoln St

Two additional traffic video counts will be collected due to the existing operational conditions. From these two counts, an assumption of traffic bypassing the intersection of S Watertown St & E Lincoln St will be made for analysis purposes in the study. The two intersections where traffic counts will be collected include:

- Beverly Ct & E Lincoln St
- S Grove St & E Lincoln St

Video will be recorded from 6:00 AM to 6:00 PM on a "typical" Tuesday, Wednesday, or Thursday during the school year to represent average weekday conditions at the subject intersection. In addition, counts will include pedestrians and bicyclists within the crosswalks and bicycles on the road. Traffic counts will be collected using video recording data and the hours will be submitted to MioVision for tabulation and summary. No additional counts are included at this time.

### **Task B: Warrant Analysis**

MSA will review vehicle, pedestrian and bicycle volumes at the intersection and compare them to the current traffic signal warrant analysis contained in the Traffic Signal Design Manual. As part of the analysis, crash data will be obtained from the University of Wisconsin's Traffic Operations Lab (TOPS) and a crash summary of the subject intersection will be prepared. The Warrant Summary Worksheet will be completed as part of this investigation. Warrants that will be specifically reviewed at this time include Warrants 1, 2 and 7 while the remaining warrants will be generally addressed.

### **Task C: Memorandum**

MSA will include a memorandum summarizing the warrant analysis. The memorandum will include volumes, exhibits, and appropriate worksheets to document the warrant analysis per the Manual on Uniform Traffic Control Devices (MUTCD) and Traffic Signal Design Manual (TSDM). If warrants are met, the DT1199 form will be completed as part of this cost.

**Project Cost**

The lump sum cost of services for the tasks included in this scope are described below:

<b>Task A: Traffic Counts</b>	<b>\$2,700</b>
<b>Task B: Warrant Analysis</b>	<b>\$1,560</b>
<b>Task C: Memorandum</b>	<b>\$1,300</b>
<hr/>	
The total cost of services for all tasks outlined in the scope is	<b>\$5,560</b>

Should any amendments to this proposal/scope of work be requested at any time during the project, revised cost estimate will be provided to the client prior to the start of the additional services. No meetings are included within this proposal.

**Schedule**

**Task A:** Traffic counts completed within 2 weeks of authorization, weather permitting.

**Task B & C:** Warrant analysis and memorandum completed within 3 weeks of count completion.

Prepared By:

**Chad Wagner, E.I.T.**

*MSA Professional Services, Inc.*

Phone: (800) 446-0679

Email: [cwagner@msa-ps.com](mailto:cwagner@msa-ps.com)

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

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. 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, 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 scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances 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.

3. **Costs and Schedules.** Costs 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, 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.

4. **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.

5. **Location of Utilities.** Consultant 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 Consultant 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 Consultant by others.

6. **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 decisions 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 guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** 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 of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards 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.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, 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.

10. **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.

11. **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.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in 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.

13. **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.

14. **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.

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, 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, agents, 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, agents, 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, agents, 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.

16. **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 any state or federal court having jurisdiction.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant 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.

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

19. **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, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. **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.



*"Wild Goose Center of Wisconsin"*



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## **CITY of WAUPUN**

201 E. Main Street

**Waupun, WI 53963**

FAX: (920) 324-7939

### **CITY OF WAUPUN Yard Waste Pickup**

The City of Waupun Department of Public Works was not able to pick up your yard waste because of the following:

- A vehicle was parked in front of the yard waste pile.
- A vehicle was parked too close to the yard waste pile.

The leaf vacuum that the City of Waupun uses has a screen at the top of the machine and some of the yard waste at times comes out of the top of it and can spread onto vehicles that are parked close by. The City of Waupun does not want to cause any damage/mess to the vehicles.

If you have any questions, please call 920-324-7918.