



“Wild Goose Center of Wisconsin”



City of Waupun

201 E. Main Street
Waupun, WI 53963
Phone: 920-324-7900
Fax: 920-324-7939

The Waupun Recreation Board will meet on **Monday, April 25, 2016 at 6:00pm** at the Waupun Senior Center.

Agenda

1. Consider for Approval March 28, 2016 Meeting Minutes
2. Discussion & Possible Action on Senior Democratic Seminar Class Projects – Kilie Shaw
 - a. Little Library Project
 - b. Walkway from Prairie View to Ballfields
3. Youth Sports Funding Requests
 - a. Waupun Girls Softball Assn - Jason Westphal
 - b. Waupun Gridiron Assn - Jeff Tavs
 - c. Waupun Hoopsters - Kevin Homan
 - d. Waupun Hunter Education - Jerry Krueger
 - e. Waupun Hockey - Natalie Mauer
 - f. Waupun Youth Soccer - Joshua Fitch
4. Discussion & Possible Action on City of Waupun Proposal to Update Outdoor Recreation Plan, including McCune Beach – MSA Professional Services
5. Update on Toddler Tumble Class
6. Recreation Update – Rachel Kaminski, YMCA
7. Pool Update – Jen Kruel, YMCA

Other:

1. Set Next Meeting Date: Monday, March 28, 2016 at 6:00pm

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

Please note that upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, call the City Clerk's office at (920) 324-7900.

Cc: Recreation Board Members
Mayor and Common Council
City Attorney
Department Heads
Media
Jen Kruel & Rachel Kaminski, YMCA

Tara Rhodes, WARP
SDS Class-Kilie Shaw



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"Wild Goose Center of Wisconsin"

Waupun Recreation Board March 28, 2016 Meeting Minutes

The Waupun Recreation Board met Monday, March 28, 2016 at 6:00pm at the Senior Center with Chairperson Rick Vant Hoff presiding.

Members present: Chairperson Rick VantHoff, Bruce Uecker, Mike Johnson, Julie Nickel, Kelly Hraban

Absent members: Des Hull, Abby Buwalda

Also in attendance: Jen Kruel and Rachel Kaminski of the YMCA, Keith Wojahn of WARP, and Little League Rep Dave Gerritson

Minute Approval Motion by Nickel, second by Hraban to approve the minutes of the February 22, 2016 Recreation Board meeting. Motion carried.

Little Library Project – Senior Democratic Seminar class reps were not in attendance

Walkway from Prairie Ridge to Ballfields – Rick will contact Senior Democratic Class teacher Matt Dickhut to get this going again

Howards Fields – Dave Gerritson, Little League

- Looking to have fencing taken down as field owner Dave Howard requested, Rick wants to contact him to see if soccer could use the fields
- Public Works Director Flynn said DPW will not be doing the work as it's not a city issue
- Lighting would stay, just fencing and dugouts
- Rick will follow up with Dick Flynn and Dave Howard, a thank you will be sent to Mr. Howard
- Fields were operational from 1964-2011

Toddler Tumble Class – Rick will follow up with Tara

McCune Disposition

- Rick was contacted by citizens on possibility of making a handicap playground, Mayor Kyle is following up
- Little League looking at possibly holding t-ball there one night a week if field C is tore down
- Beach could maybe be turned back into waterfowl area, Rick following up

Recreation / Senior Center Update – Rachel Kaminski

- Good attendance numbers
- Group parties going really well

- Brewer's Racing Sausages coming April 19 11:00am-noon
- Menu issues for the pool
 - o Rachel visited a food show and would like to expand healthier options
 - o New menu going out this summer
 - o Copy of menus will go to the campground and country club
- Pool and Parks staff are hired for the summer

Pool Update - Jen

- School District summer school class is off the table for this year, may look at it for 2017
- Lockers and shade umbrellas are here
- Parking still a problem
- Basketball hoop maybe for 2017
- Pool newsletter needs to go out soon, Rick will look at who will do the copies, Rachel will get numbers for how many copies should be made
- May 21st mandatory meeting for all staff

Other Business

- Meeting Thursday 3/31 at 6pm, west entrance of Christian Home, to talk about possibility of moving the Senior Center to the Christian Home, Rick lead on this
- "SWAG" committee didn't meet in March, Rick will attend next meeting on April 21
- West End Park ADA bathrooms will be done 4/1
- Senior Center flooring estimates are in, Rick will follow up
- WARP looking at 6 new bike racks, coming soon

Next Meeting: Monday, April 25, 2016 at 6pm

Motion Nickel, second by Johnson to call the meeting adjourned.

Submitted by Julie Nickel.

WAUPUN RECREATION DEPARTMENT-BUDGET REQUEST FORM

~~~Please print or type below~~~

**Budget request for:** Waupun Girls Softball Association (Recreation Organization/Program)

**Contact Person**

**Name:** Jason Westphal

**Title:** President

**Email:** jjkkwestphal@gmail.com

**Address:** PO BOX 413 Waupun, WI 53963

**Phone:** 920-210-5140 **Cell Phone:** 920-210-5140

**Bottom line dollar requested:** \$ 2,500.00

**Issue payment to:** WGSA

PO Box 413

Waupun, WI 53963

**Requested funds would be used for:**

1. Diamond improvements – Install padding on fencing behind home plate
2. Field improvements – Install lighting for batting cages
3. Equipment upgrades – purchase new catching gear, helmets for all age groups (including new U4 league formed)

**Rationale: (reason for the request)**

1. Retain condition of fencing from balls hitting fence behind home plate and improve safety for players
2. Safer batting for all ages and allow for increased usage of facilities
3. Equipment to promote and improve safety for all ages (including new U4 team).

**Projected cost of this project:**

\$ 3,500 - \$ 4,000

**Other:**

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Youth Sport Organization: Waupun Girls Softball Association

Financial Statement Summary Worksheet Year 2015 - 2016

**\*\*Please Print or Type on this form\*\***

**Please list all of your revenues:**

**Amount**

- |                                                                   |             |
|-------------------------------------------------------------------|-------------|
| 1. Registration Fee's                                             |             |
| a. City Residents \$13,000.00 b. Non-City Residents <u>900.00</u> | \$13,900.00 |
| 2. Host Tournament Fees                                           |             |
| Approx. # of tournaments x Approx. # of teams/tournament          |             |
| 3 tournaments - Teams/tournament: 6 / 14 / 14                     | \$11,200.00 |
| 3. Annual Concessions (approximate)                               | \$24,000.00 |
| 4. Other (please list):                                           |             |
| a. Sponsor Donations                                              | \$ 1,600.00 |
| b.                                                                |             |

**Total Revenue \$ 50,700.00**

**Assets or amount in savings**

a.

**Total in Savings \$ 0.00**

**Please list all of your expenses:**

**Amount**

- |                                                                              |              |
|------------------------------------------------------------------------------|--------------|
| 1. Annual Equipment Purchases                                                | \$ 2,500.00  |
| 2. Rental/Janitorial Fees (port-a-potty's)                                   | \$ 1,100.00  |
| 3. Misc. Equipment Purchases (approximate)                                   | \$ 2,500.00  |
| 4. Tournament Expenses for "away" events                                     | \$ 0.00      |
| 5. Stocking Concession Stands Expenditures                                   | \$ 16,800.00 |
| 6. Official's Fees                                                           | \$ 6,660.00  |
| 7. Utilities (electrical/water/gas) (Insurance / website fees / advertising) | \$ 2,760.00  |
| 8. Other (please list):                                                      |              |
| a. Grounds Maintenance Supply Purchases                                      | \$ 900.00    |
| b. Trophies / Fundraiser / Donations                                         | \$ 5,800.00  |

**Total Expenditures \$ 39,020.00**

What is your organizations current balance: **\$39,439.52**

**(Please note, this balance includes 2016 Registration fees and approx. half of tournament fees listed above)**

Total Number of Participants in your program: 290

Total Number of City Residents in your program: 250

President's Signature

*Wentzell*

Date

04/07/16

Treasurer's Signature

*Lisa Farley*

Date

4-7-16

WAUPUN RECREATION DEPARTMENT-BUDGET REQUEST FORM

~~~Please print or type below~~~

Budget request for: Waupun Gridiron Association

(Recreation Organization/Program)

Contact Person

Name: Jeff Tavs

Title: President

Email: jtavs68@charter.net & jtavs@waupun.k12.wi.us

Address: 622 Carrington St.

Phone: 9209798287 Cell Phone: 9209798287

Bottom line dollar requested: \$ 2500

Issue payment to: Carrie Bruins - Treasurer

National Bank of Waupun

Waupun, WI 53963

Requested funds would be used for:

Equipment, referee fees, and

jerseys/tshirts _____

Rationale: (reason for the request)

Football equipment can be expensive (youth helmets are \$150ish per helmet). Also, the helmets that we have are approaching their 'expiration' (after 10 years, they're tossed out). I'm also planning on ordering new jerseys for next fall - they will cost two to three thousand dollars. We just want to stay in the black 😊

Projected cost of this project:

\$4000 (just need \$2500 from city to help alleviate the cost).

Other:

Youth Sport Organization: Waupun Gridiron Association

Financial Statement Summary Worksheet Year 2016

****Please Print or Type on this form****

Please list all of your revenues:

Amount

- 1. Registration Fee's
 - a. City Residents _____ b. Non-City Residents _____
- 2. Host Tournament Fees
Approx. # of tournaments x Approx. # of teams/tournament
- 3. Annual Concessions (approximate)
- 4. Other (please list):
 - a.
 - b.

\$4775

Total Revenue \$4775

Assets or amount in savings

a.

Total in Savings 0

Please list all of your expenses:

Amount

- 1. Annual Equipment Purchases
- 2. Rental/Janitorial Fees (port-a-potty's)
- 3. Misc. Equipment Purchases (approximate)
- 4. Tournament Expenses for "away" events
- 5. Stocking Concession Stands Expenditures
- 6. Official's Fees
- 7. Utilities (electrical/water/gas)
- 8. Other (please list):
 - a. Scholarship
 - b. Athletic trainer service
 - c. Insurance

\$2579

\$1700

\$765

\$500

\$450

\$984

Total Expenditures \$6978

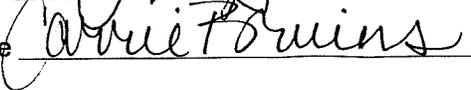
What is your organizations current balance: \$11,001.57

Total Number of Participants in your program: 160

Total Number of City Residents in your program: 150

President's Signature 

Date 3/24/16

Treasurer's Signature 

Date 3/24/16

WAUPUN RECREATION DEPARTMENT-BUDGET REQUEST FORM

~~~Please print or type below~~~

Budget request for: WAUPUN HOOPSTERS

(Recreation Organization/Program)

Contact Person

Name: KEVIN Homan

Title: PRESIDENT

Email: KEVIN.HOMAN@LIVE.COM

Address: 1012 W. LINCOLN ST.

Phone: 210-9215 Cell Phone: -

Bottom line dollar requested: \$ ANY

Issue payment to: WAUPUN HOOPSTERS

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

Requested funds would be used for:

TO HELP OFFSET THE COST OF A SHOOTING MACHINE  
AT THE HIGH SCHOOL GYM.

Rationale: (reason for the request)

THE SHOOTING MACHINE PROMOTES INDIVIDUAL PRACTICE TO RETURN/REBOUND  
SHOOTING. USED FREQUENTLY IN ALL PROGRAMS.

Projected cost of this project:

5250<sup>00</sup>

Other:

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

Youth Sport Organization: WAUPUN HOOPSTERS

Financial Statement Summary Worksheet Year 2016

**\*\*Please Print or Type on this form\*\***

Please list all of your revenues:

Amount

1. Registration Fee's  
a. City Residents 65<sup>00</sup> b. Non-City Residents 65<sup>00</sup>  
2. Host Tournament Fees  
Approx. # of tournaments x Approx. # of teams/tournament  
2 TOURNAMENTS x 35-40 TEAMS  
3. Annual Concessions (approximate)  
\$7,000 ?  
4. Other (please list):  
a.  
b.

12,000<sup>00</sup>  
6,400<sup>00</sup>  
7,000<sup>00</sup>

Total Revenue 25,400<sup>00</sup>

Assets or amount in savings

a.

Total in Savings 12,400<sup>00</sup>

Please list all of your expenses:

Amount

1. Annual Equipment Purchases  
2. Rental/Janitorial Fees (port-a-potty's)  
3. Misc. Equipment Purchases (approximate)  
4. Tournament Expenses for "away" events  
5. Stocking Concession Stands Expenditures  
6. Official's Fees  
7. Utilities (electrical/water/gas)  
8. Other (please list):  
a. SCHOOL -  
b.

500<sup>00</sup>  
N/A  
N/A  
\$26,000<sup>00</sup>  
4500<sup>00</sup>

1000<sup>00</sup>  
31,500<sup>00</sup>  
Total Expenditures ~~26,000<sup>00</sup>~~

What is your organizations current balance: 12,400

Total Number of Participants in your program: 220

Total Number of City Residents in your program: 219

President's Signature *Kevin C. Hornum*

Date 4-6-16

Treasurer's Signature *Danielle M Jones*

Date 4-6-16

WAUPUN RECREATION DEPARTMENT-BUDGET REQUEST FORM

---Please print or type below---

Budget request for: WAUPUN HUNTER EDUCATION

(Recreation Organization/Program)

Contact Person

Name: Jerry Krueger

Title: LEAD INSTRUCTOR

Email: jerrykruegs@gmail.com

Address: W989 PRAIRIE DRIVE MARKESAN WI

Phone: \_\_\_\_\_ Cell Phone: 920-210-6294

Bottom line dollar requested: \$ 500.00

Issue payment to: WAUPUN HUNTER EDUCATION / SAFETY  
o/c Jerry Krueger

Requested funds would be used for:

SUPPLIES, STUDENT EDUCATION MATERIALS

Rationale: (reason for the request)

TO TEACH GUN SAFETY TO ALL INTERESTED YOUTH

Projected cost of this project:

\$ 500.00 ANNUALLY

Other:

Youth Sport Organization: NAUDON HUNTER EDUCATION  
 Financial Statement Summary Worksheet Year 2016

**\*\*Please Print or Type on this form\*\***

Please list all of your revenues:

Amount

- 1. Registration Fee s
  - a. City Residents 10.00
  - b. Non-City Residents 10.00
- 2. Host Tournament Fees  
 Approx. # of tournaments x Approx. # of teams/tournament
- 3. Annual Concessions (approximate) N/A
- 4. Other (please list):
  - a. N/A
  - b. N/A

Total Revenue 600.00

Assets or amount in savings

a.

Total in Savings 224.00

Please list all of your expenses:

Amount

- 1. Annual Equipment Purchases
- 2. Rental/Janitorial Fees (port-a-potty s)
- 3. Misc. Equipment Purchases (approximate)
- 4. Tournament Expenses for away events N/A
- 5. Stocking Concession Stands Expenditures N/A
- 6. Official s Fees N/A
- 7. Utilities (electrical/water/gas) N/A
- 8. Other (please list):
  - a. Ammunition
  - b. Safety Supplies

\$350.00

350.00

Total Expenditures \$50.00  
150.00  
\$900.00

What is your organizations current balance: \$224.00

Total Number of Participants in your program: 60-70

Total Number of City Residents in your program: 50-60

President s Signature [Signature] Date 3-16-16

Treasurer s Signature [Signature] Date 3-16-16

WAUPUN RECREATION DEPARTMENT-BUDGET REQUEST FORM

~Please print or type below~

Budget request for: Waupun Hockey

(Recreation Organization/Program)

Contact Person

Name: Natalie Maurer

Title: Secretary/Treasurer

Email: natmaurer@yahoo.com

Address: 520 Hillier St Waupun

Phone: 318-1101 Cell Phone: \_\_\_\_\_

Bottom line dollar requested: \$ 2500

Issue payment to: Waupun Hockey Assoc

PO BOX 285

Waupun WI 53963

Requested funds would be used for:

new sink (industrial) & plumbing in  
our concession stand.

Rationale: (reason for the request)

We currently have a 14"x14" sink that  
is approx. 40 years old. not nearly big  
enough to wash nescos.

Projected cost of this project:

sink, upgrade plumbing, industrial  
faucet & hose, grease trap  
Approx \$2500

Other:

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

**Youth Sport Organization:** Waupun Hockey  
**Financial Statement Summary Worksheet Year** 2015

**\*\*Please Print or Type on this form\*\***

**Please list all of your revenues:**

- | <u>Amount</u>                                            |            |
|----------------------------------------------------------|------------|
| 1. Registration Fee's                                    | \$20661.91 |
| a. City Residents <u>76</u>                              |            |
| b. Non-City Residents                                    |            |
| <u>15</u>                                                |            |
| 2. Host Tournament Fees                                  | 18419.62   |
| Approx. # of tournaments x Approx. # of teams/tournament |            |
| <u>6 tournaments, 8 teams each</u>                       |            |
| 3. Annual Concessions (approximate)                      | 34520.83   |
| 4. Other (please list):                                  |            |
| a. Ice Rental / Public Skate                             | 9152.00    |
| Fundraising                                              | 36706.14   |
| b. Gate Fees                                             | 8478.00    |

**Total Revenue** 127938.50

**Assets or amount in savings**

- |                |                 |
|----------------|-----------------|
| a. Investments | 87082.38        |
| Savings        | <u>96976.18</u> |

**Total in Savings** 184058.56

(Earmarked for new compressors, flooring & Zamboni)

**Please list all of your expenses:**

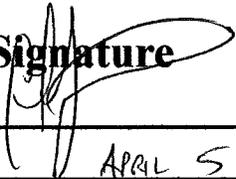
**Amount**

|                                            |                           |
|--------------------------------------------|---------------------------|
| 1. Annual Equipment Purchases              | 2509.75                   |
| 2. Rental/Janitorial Fees (port-a-potty's) | 497.31                    |
| 3. Misc. Equipment Purchases (approximate) | 497-                      |
| 4. Tournament Expenses for "away" events   | 4350-                     |
| 5. Stocking Concession Stands Expenditures |                           |
| 6. Official's Fees / Coaches Fees          | 21361.40                  |
| 7. Utilities (electrical/water/gas)        | 9109.93                   |
| 8. Other (please list):                    | 17683.04                  |
| Zamboni / Rink Maint                       | 23979.33                  |
| a. Insurance                               | 6697.67                   |
| Accountant                                 | 2339.85                   |
| b. Memberships / Licenses / Taxes          | 2774.48                   |
|                                            | <b>Total Expenditures</b> |
|                                            | 91799.76                  |

What is your organizations current balance: 85523.57

Total Number of Participants in your program: 91

Total Number of City Residents in your program: 74

President's Signature   
Date APRIL 5, 2016

Treasurer's Signature   
Date 4/5/16

**WAUPUN RECREATION DEPARTMENT-BUDGET REQUEST FORM**

~~~Please print or type below~~~

Budget request for: Waupun Youth Soccer

(Recreation Organization/Program)

Contact Person

Name: Joshua Fitch

Title: Board President

Email: jfitch@waupun.k12.wi.us

Address: 217 Mill St. Fox Lake, WI 53963

Phone: _____ **Cell Phone:** 920-410-6476

Bottom line dollar requested: \$2500

Issue payment to: Waupun Youth Soccer

PO Box 269

Waupun, 53963

Requested funds would be used for:

This would cover 2 sets of U8 soccer goals

Rationale: (reason for the request)

Current U8 goals are rusted and filling with water. We replaced 5 sets of goals last year in the upper divisions, but need to complete the task of getting safer goals at our MVP location for games and tournament. Additionally, the U8 division was our largest group last year with 14 teams.

Projected cost of this project:

\$5124.00 to replace all of our U8 goals

Other:

Youth Sport Organization: Waupun Soccer Association

Financial Statement Summary Worksheet Year 2015

****Please Print or Type on this form****

Please list all of your revenues:

Amount Collected

1. Registration Fee's
 a. City Residents (see breakdown) b. Non-City Residents (same) \$24,633.00

U6 = \$30/player U8-U14 = \$55 (1 player), \$85 (2 players), \$100 (family maximum)
 Fees reduced/waived for students qualifying for free/reduced lunch

2. Host Tournament Fees: 1 tournament included in registration (45 teams in 2015)

3. Annual Concessions (approximate) \$477

4. Other (please list):

 a. Actually lost money on a fundraiser.

Total Revenue \$4034

Assets or amount in savings

Total in Savings \$4930.13

Please list all of your expenses:

Amount

1. Annual Equipment Purchases \$11,265 for 2015, typically \$4,000

2. Rental/Janitorial Fees (port-a-potty's) \$641

3. Misc. Equipment Purchases (approximate) \$550

4. Tournament Expenses for "away" events - none

5. Stocking Concession Stands Expenditures

6. Official's Fees \$6435

7. Utilities (electrical/water/gas) - none

8. Other (please list):

 a. Player jersey & socks (\$9/player or coach) \$5103

 b. Paint \$1000

 c. Post Office \$84

 d. Gasoline (paint sprayer) \$86

 e. Insurance \$1885

**Total Expenditures 2015 = \$27,049
 Annually = \$20,000**

What is your organizations current balance: \$4930.13

Total Number of Participants in your program: 512

Total Number of City Residents in your program: 502

President's Signature Joshua A. Fotel

Date 4-12-16

Treasurer's Signature [Signature]

Date 4-12-16



PROFESSIONAL SERVICES

More ideas. Better solutions.

Professional Services Agreement

This AGREEMENT (Agreement) is made today April 25, 2016 by and between CITY OF WAUPUN (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: City of Waupun - CORP Update and McCune Site Plan Project

The scope of the work authorized is: See Attached.

The schedule to perform the work is: Approx. Start Date: May 5, 2016
Approx. Completion Date: Dec. 31, 2016

The lump sum fee for the work is: \$19,800.00

The retainer amount required is: None

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, WI

MSA PROFESSIONAL SERVICES, INC.

Kyle Clark
Mayor
Date: _____



Michael J. Laue
MSA Team Leader
Date: 04/18/2016

Angela Hull
City Clerk
Date: _____

201 East Main St
Waupun, WI 53963
Phone: (920) 324-7919

201 Corporate Drive
Beaver Dam, WI 53916
Phone: (920) 392-5140
Fax: (920) 887-4250

**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.

**ATTACHMENT B:
SCOPE OF SERVICES
WAUPUN PARK AND OPEN SPACE PLAN UPDATE**

PHASE 1 – EXISTING CONDITIONS ANALYSIS

TASK 1 | RECREATION BOARD MEETING #1 – KICKOFF/SURVEY DEVELOPMENT MEETING

MSA will meet with the Parks, Recreation & Forestry Commission and City Staff to review the project scope, timeline and roles of the consultant, Board and staff. At the meeting, MSA will review with participants the 2011-2016 Park, Outdoor Recreation & Open Space Plan and assess those prior recommendations that have either been completed, not completed but still valid, and not completed and are possibly no longer valid. The Board will also review a draft copy of the survey and discuss survey outreach efforts. City Staff will provide input on pending maintenance and capital improvement projects.

TASK 2 | PARK INVENTORY

During the time between the first and second Board meetings, MSA will ask members of the Commission to tour, individually or as a group (mobile meeting), the City's parks. MSA will provide Board members with a Park Assessment Form (PAF). The PAF will lead Board members through a process to identify improvement projects (wants vs. needs) considering a number of aspects (i.e. parking, signage, equipment, restrooms, etc.) per park. This process will aide existing and new Board members in reviewing the "status" of each City park and will serve to inform the recommendations of the updated CORP.

MSA will tour the City's parks to inventory and visually inspect the condition of existing park facilities, particularly McCune Park. This information will be used to assist with the development of recommendations for maintenance or replacement of City-park facilities and the concept plan for McCune Park.

TASK 3 | EXISTING COMMUNITY CONDITIONS

MSA will review the following studies and incorporate applicable recommendations into the City's Park and Open Space Plan:

- City of Waupun Comprehensive Plan
- WARP Plan
- Dodge County Parks and Open Space Plan
- Fond du Lac County Parks and Open Space Plan
- Wisconsin Statewide Comprehensive Outdoor Recreation Plan

TASK 4 | MAPPING

MSA will generate three maps that visually depict the location of existing parks and trails; facility distribution (e.g. tennis courts, ball diamonds, etc.); and park service areas. Park service areas will be based on National Recreation and Park Association guidelines. These maps will help identify existing and planned neighborhoods underserved by City parks or particular types of recreational facilities. The maps will also display the location of public school facilities, County facilities, and other private recreational facilities in or near the City.

PHASE 2 – PRELIMINARY PARK RECOMMENDATIONS

TASK 1 / COMMUNITY SURVEY

MSA recognizes that there are many residents who are interested in the overall development of the City's park system who may not be able to attend Recreation Board meetings due to work or family commitments. To reach a wider audience, MSA proposes using an internet-based survey to gather opinions about existing and desired park and recreation facilities, including specific improvements to McCune Park. MSA will draft the survey for review by the Recreation Board. Links to the survey can be provided through the City's official website, while the availability of the survey can be announced by the City via local media advertisements, inserts within existing City utility bills/newsletters, existing recreation email databases, and through social media.

Hardcopies of the survey can be made available at City Hall or the Senior Center for those individuals who do not have access to a computer. The survey would be available for approximately one month. City Staff will be responsible for inputting hard copy surveys online. MSA will provide a summary report of the survey results.

TASK 2 / RECREATION BOARD MEETING #2 – FOCUS GROUP/PRELIMINARY RECOMMENDATIONS

MSA will meet with the Recreation Board to review and discuss the results of the community survey, park assessment forms, and planning maps 1-3.

At the City's discretion, this meeting could be used as a public input session or focus group meeting to gather additional feedback on desired park and recreation improvements, particularly for McCune Park. For example, the City could reach out to specific individuals within the community actively engaged in providing or organizing youth or adult recreation activities. These individuals would be invited to participate in a round table discussion regarding opinions on park and recreation improvement priorities with the Board. Invitations also could be sent to other City Department Head Staff and other City Commission Chairs. The meeting will provide an opportunity to outline as a group a bulleted list of potential park and recreation improvements to consider over the next 5-10 years to existing or new parks and to discuss in greater detail potential improvements for McCune Park.

TASK 3 / McCUNE PARK PRELIMINARY CONCEPT PLAN

Based on feedback provided under Task 1 and 2, MSA will develop one concept plan illustrating potential improvements to McCune Park. The concept plan will include depictions (plan view and representative photos) of locations for future recreation facilities.

TASK 4 / RECREATION BOARD MEETING #3 – McCUNE PARK CONCEPT PLAN REVIEW

MSA will meet with the Recreation Board to review and discuss the concept plan for McCune Park. The purpose of the meeting is to obtain input from Board members to enable MSA to develop a final preferred concept plan for McCune Park.

PHASE 3 – PARK PLAN DEVELOPMENT

TASK 1 | PLAN DEVELOPMENT

MSA will develop a 2017-2022 City of Waupun Park and Open Space Plan including the following sections:

- **Chapter 1:** Introduction/Summary of the Planning Process
- **Chapter 2:** Description of Waupun: Summary of existing and projected demographics; summary of other applicable City planning efforts/studies and their impact on park planning.
- **Chapter 3:** Park, Open Space and Recreation Inventory: An inventory/description of existing park facilities, park types (e.g. mini-parks, community parks, etc.), trails, recreational programs and significant community natural resources, such as waterways, greenways, topography, woodlands, etc. Includes a summary of local recreational facilities not owned or operated by Waupun (e.g. school and county facilities).
- **Chapter 4:** Analysis of Needs and Demands: An analysis of existing and future recreational demand using population projections and National Recreation and Park Association guidelines to maintain or improve current level of services. MSA will complete a quantitative, qualitative and geographical analysis of needs and demands.
- **Chapter 5:** Goals and Policies for Park and Recreation Planning: A set of goals and policies the City can use to guide the development of park and recreational facilities, based on best practices and industry recommendations, developed in concert with the City's Comprehensive Plan and 2011-2016 CORP.
- **Chapter 6:** Recommendations for Park and Recreational Planning: A bulleted action plan including:
 - Improvements to existing park and recreational facilities, short term (within the next 5 years), and long-term (5 years and beyond)
 - Identification of proposed recreational trails or bike routes (general alignments)
 - Identification of proposed new park facilities including any neighborhood parks, community parks, regional parks and special use facilities (general locations)
- **Chapter 7:** Implementation: Summary phasing/priority plan for short-term recommendations and identification of potential grant funding sources.
- Appendix A: Survey Results
- Appendix B: Park and Open Space Classifications/ Standards
- Appendix C: Maps
 - Map 1: Existing Park and Recreation Areas
 - Map 2: Park Facility Distribution
 - Map 3: Park and Recreation Service Areas
 - Map 4: Recommended Park, Trail and Open Space Facilities
- Appendix D: Park Concept Plans
 - McCune Park Final Concept Plan and Cost Estimate

MSA will forward a copy of the draft plan to the Parks Director for review prior to Commission Meeting #4.

TASK 2 | RECREATION BOARD MEETING #4 – PUBLIC INPUT SESSION/PLAN REVIEW

MSA will present the draft park plan to the Recreation Board for discussion, including the preferred McCune Park Concept Plan. At the City's discretion, this meeting could be used as a public input session to gather additional feedback on the draft plan recommendations, including the preferred McCune Park Concept Plan.

TASK 3 | REVISE DRAFT PLAN/FORWARD TO WDNR FOR REVIEW

MSA will revise the draft plan per those comments received at Recreation Board Meeting #4. MSA will also forward an electronic copy of the plan to the WDNR Regional Community Services Specialist for review and comment.

PHASE 4 – PARK PLAN ADOPTION

TASK 1 | RECREATION BOARD MEETING #5 - RECOMMENDATION

The Recreation Board will review the revised draft plan and recommend approval by City Council.

TASK 2 | CITY COUNCIL MEETING – PLAN REVIEW AND ADOPTION

Following the recommendation of the Recreation Board, the City Council will officially adopt the 2017-2022 City of Waupun Park and Open Space Plan by resolution. MSA will provide the City with a sample resolution. At the City's discretion the Council could hold a public hearing on the draft plan; however, this is not required.

TASK 3 | WDNR SUBMITTAL

MSA will forward an electronic copy of the final updated CORP to the WDNR Regional Community Services Specialist for their files.

DELIVERABLES

One (1) electronic copy in PDF format and ten (10) hard copies of the adopted 2017-2022 City of Waupun Park and Open Space Plan upon plan adoption by City Council. The plans will be printed in color and bound. MSA will provide City staff with copies of draft meeting materials, reports, maps, etc. in PDF format prior to those meetings described under this Scope of Services.

CITY SERVICES

The following services shall be provided by the City:

- Providing existing GIS data (e.g. parcels, existing and future land use, zoning, transportation, environmental features, etc.) for the City to MSA for the project at no cost.
- Providing copies of existing plans and studies relevant to this project.
- Provide copies of existing capital improvement budgets for the parks department.
- Review the existing 2011-2016 Park and Open Space Plan to identify those projects completed, projects not yet completed to remove from the plan update, and those previous project not yet completed to carry forward in the revised plan.
- Provide data on the types of equipment and dates of installation of existing park and recreational facilities for each City park as may be available.
- Aid in identifying preliminary cost estimates for planned improvements based on the actual costs of similar recently completed projects.
- Printing of meeting material or draft copies of plans, reports, or maps for project meetings as needed.
- Noticing all meetings for the project as required.
- Maintaining official meeting minutes for all project meetings as required.
- Assisting with survey outreach.
- Printing and tabulating hard copy surveys as may be needed.
- Formation of a Focus Group including contacting any particular community stakeholders to attend Recreation Board Meetings as desired.
- Serving as the point of contact for the project including any public or media inquiries or requests for information.

