

**Village of Cambridge Board of Trustees
Amundson Community Center
200 Spring Street, Cambridge
Tuesday April 11, 2023
6:30 p.m.**

Village Board Agenda

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance**
- 3. Proof of Posting**
- 4. Public Comment**

- 5. Approval of Consent Agenda:**
 - a. Village Board Minutes: March 28, 2023

- 6. Reports:**
 - a. Presidents Report
 - b. Economic Development Committee: April 10, 2023
 - c. Plan Commission: April 10, 2023
 - d. Director Dept of Public Works-Tod Lord
 - e. Village Office Updates: Administrator Moen

- 7. Treasurer's Report:**
 - a. Bills

- 8. New Business: Discussion and Possible Action Regarding:**

- 9. Unfinished Business: Discussion and Possible Action Regarding:**
 - a. GIS Renewal

- 10. Correspondence:**
 - a. Cambridge Foundation
 - b. Tree City USA

- 11. Questions, Referrals to Staff or Future Agenda Items:**
 - a. Paul Blount, EMS
 - b. Mark Cook – Town of Christiana Update

- 12. Upcoming Meetings:** TBD, Public Works; April 12, Library Board; April 18, Water and Sewer; April 25, Village Board, Organizational Meeting.

- 13. Adjournment**

Lisa Moen, Administrator, Clerk, Deputy Treasurer

- Note:
- 1) Persons Needing Special Accommodations Should Call 423-3712 At Least 24 Hours Prior To The Meeting.
 - 2) More Specific Information About Agenda Items May Be Obtained By Calling 423-3712.
 - 3) Final Agendas Are Typically Posted By 4 Pm On The Friday Preceding The Regular Meeting At The Amundson Community Center, Cambridge Post Office, Badger Bank and the Village Website

Items Added on Amended Agenda: 8b, 8c, 8d and second part of 13

**Village of Cambridge Board of Trustees
Amundson Community Center
200 Spring Street, Cambridge
Tuesday March 28, 2023
6:30 p.m.**

**Village Board Minutes
Agenda Amended 3-27-2023.**

1. **Call to Order/Roll Call:** President McNally called the meeting to order at 6:30 p.m. Members present: Trustees Breunig, Kumbier, Wittwer, Franklin, Hollenbeck, Phelps and President McNally. Others present: Lisa Moen, Administrator/Clerk; Tod Lord, Director of Public Works; Jane Landretti, Stafford Rosenbaum; Brian Roemer, Ehlers; Tom Frederick; Christine Albert, Jana Evans; Mike Reiber, DGD.
2. **Pledge of Allegiance**
3. **Proof of Posting:** The agenda was posted in the upper and lower levels of the Amundson Community Center, Cambridge Post Office, Badger Bank and the Village Web Site.
4. **Public Comment:** None
5. **Approval of Consent Agenda:**
 - a. Village Board Minutes: March 14, 2023
 - b. Water and Sewer Minutes: March 21, 2023

Trustee Breunig made a motion to approve the Consent Agenda as presented, seconded by Trustee Kumbier. Motion carried.

6. **Reports:**
 - a. **Presidents Report:** The Cambridge Foundation has granted us grants in the amount of \$85,00 for debris removal along the banks of the Koshkonong and \$14,010 for electrical upgrades in Veteran's Park. A Christiana resident has brought up a possible wind project to be incorporated into the solar project land. He has asked Mark Cook to provide an update at an upcoming meeting.
 - b. **Director Dept of Public Works-Tod Lord:** They are finishing up installing the ATV signs; started filling potholes – snow has hampered; will be getting rid of the boulders in the Vineyards and lowering the water shut offs; a lot of repairs on the snow trucks – able to do in house; getting ready for spring; waiting on the street sweeper; Trustee Phelps asked about mailboxes being hit by snow plows – people must contact either PW or the Office. We do have a policy on mailbox replacements.
 - c. **Village Office Updates:** Administrator Moen: Working on multiple aspects of the Well Project. Filing paperwork for Bike Trail; Met with Bill Ranguette regarding the parcel of land that they will be getting from the Village – will have initial discussion at the next Plan Commission meeting; Closed out the February Election. April Election – absentee ballots, notices, training and Public Test this Thursday, in person voting ongoing. Will be working with Tod Lord and Trustee Franklin on setting up a Public Works meeting; Question regarding the old Pizza Pit property (owned by Christiana – is up for sale) and the new (have received approval for the new site).
7. **Treasurer's Report:**
 - a. **Bills:** First run in the amount of \$414,829.21, second run in the amount of \$56,980.02 for a total of \$471,809.23. President McNally asked about the salt bills – the Blue Fire is for village owned sidewalks, during very cold weather.

Trustee Breunig made a motion to approve the bills in the amount of \$471,809.23, seconded by Trustee Kumbier. Motion carried 7-0 on a roll call vote.

Trustee Hollenbeck made a motion to move item 9a up in the agenda, seconded by Trustee Franklin. Motion carried.

8. New Business: Discussion and Possible Action Regarding:

- a. Authorization for Approving Change Orders for Well #3 Project, up to a Certain Amount, upon Recommendation From MSA: During the preconstruction meeting, it was discussed that when change orders come up, it may not be timely to hold them until the next board meeting. MSA suggested providing Lisa Moen the authority to approve change orders up to \$10,000 upon recommendation from MSA, with Derek Schroedl as a back-up.

Trustee Kumbier made a motion to authorize Lisa Moen or Derek Schroedl to sign change orders of up to \$10,000, upon recommendations from MSA, seconded by Trustee Breunig. Motion carried.

- b. **Change Order, Alternate Pump for Well #3:** We have our first change order for a different pump to be used. This is actually a savings of \$15,000 and has been recommended for approval from MSA. They are familiar with the pump and approve its use.

Trustee Franklin made a motion to approve Change Order #1, for an Alternate Pump for Well #3, seconded by trustee Phelps. Motion carried.

- c. **MSA to File Grant Application for Generator for Well #2:** President McNally has had a discussion with MSA. They are willing to file a grant application for a Generator for Well #2 under the Disaster Recovery program. It could potentially cover up to 85% of the cost of a generator, and they feel we have a good chance of receiving funds. It would be a \$2,500 cost to have them submit on our behalf.

Trustee Breunig made a motion to have MSA file a grant application for a generator for Well #2, at a cost of \$2,500, seconded by Trustee Phelps. Motion carried on a 7-0 vote.

- d. **Renewal of MSA Agreement for GIS Technical Support Services:** Trustee Breunig made a motion to approve, seconded by Trustee Kumbier, but after further discussion, the motion was rescinded. It wasn't exactly clear what the expenses would be. The Board wanted more information on actual costs, what has been spent to date, and to get clarification on what the cost is for basic assistance. Moen will get information and bring it back at the next meeting.

- e. **Temporary Class B Beer and Wine License, Cambridge Lions, Memorial Day, Veteran's Park:**

Trustee Hollenbeck made a motion to approve the Temporary Class B Beer and Wine License, Cambridge Lions, Memorial Day, Veteran's Park. Seconded by Trustee Phelps. Motion carried.

- f. **Park Reservation, Cambridge Lions, Memorial Day, Veteran's Park**

Trustee Wittwer made a motion to approve the Park Reservation for Veteran's Park, the Cambridge Lions Club for Memorial Day, seconded by Trustee Phelps. Motion carried.

9. Unfinished Business: Discussion and Possible Action Regarding:

- a. **Village of Cambridge Resolution 2023-06 - Authorizing the Issuance of \$5,320,000 General Obligation Promissory Notes and the Issuance and Sale of a \$5,320,000 Note Anticipation Note, Series 2023A in Anticipation Thereof:** Brian Roemer from Ehlers presented the four bids that we received: Huntington Capital, Bremer Bank, National Exchange Bank and Trust and Bank First. They recommended Huntington's bid of 4.6%, no extra costs, so a total of \$5.32 million, allowing for draws until 9-15-2023.

Trustee Hollenbeck made a motion to approve Village of Cambridge Resolution 2023-06 - Authorizing the Issuance of \$5,320,000 General Obligation Promissory Notes and the Issuance and Sale of a \$5,320,000 Note Anticipation Note, Series 2023A in Anticipation Thereof to Huntington, seconded by Trustee Franklin. Motion carried on a 7-0 Roll Call Vote.

10. Correspondence: None

11. Questions, Referrals to Staff or Future Agenda Items:

- a. Paul Blount, EMS

- b. Mark Cook – Town of Christiana Update
- c. GIS renewal
- d. Trustee Hollenbeck question Town of Lake Mills EMS coverage, Milford, becoming part of the IGA.

12. Upcoming Meetings: Public Works TBD; April 4, Election; April 10, Economic Development; April 10, Plan Commission; April 11, Village Board; April 12, Library Board; April 18, Water and Sewer; April 25, Village Board, Organizational Meeting.

13. Convene into Closed Session per 19.85(1) (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Sale of Village Property and per 19.85(1)(c) of the Wisconsin Statutes to consider the employment, promotion, compensation or performance evaluation data of Village employees: Treasurer Position: *Trustee Hollenbeck made a motion to convene into closed session per 19.85(1) (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Sale of Village Property and per 19.85(1)(c) of the Wisconsin Statutes to consider the employment, promotion, compensation or performance evaluation data of Village employees: Treasurer Position, seconded by Trustee Phelps. Motion carried 7-0 on a roll call vote.*

14. Reconvene into Open Session: *Trustee Hollenbeck made a motion to reconvene into Open Session, seconded by Trustee Franklin. Motion carried 7-0 on a roll call vote.*

15. Possible action taken on closed session items.

- a. Trustee Hollenbeck made a motion to approve the WB40 Amendment, seconded by Trustee Wittwer. Motion carried.
- b. Moen will continue to post the position of Treasurer, looking into placement offices and other government finance organizations.

16. Adjournment: Trustee Phelps made a motion to adjourn the meeting, seconded by Trustee Franklin. Motion carried. President McNally adjourned the meeting at 8:20 p.m.

Lisa Moen, Administrator, Clerk, Deputy Treasurer

4/07/2023 11:32 AM

In Progress Checks - Full Report - ALL

Page: 1

ALL Checks by Payee

ACCT

HOMETOWN BANK GENERAL OPERATING

Dated From: 4/11/2023 From Account:

Thru: 4/11/2023 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
4/11/2023 APG OF SOUTHERN WISCONSIN			
AD FOR TREASURER/DEPUTY CLERK			
100-00-51425-000-000		PUBLICATION/HEARING NOTICES	683.20
		AD FOR TREASURER/DEPUTY CLERK 24796-0323	
Total			683.20
4/11/2023 AVI SYSTEMS, INC.			
OAKLAND TOWN HALL REC SYSTEM			
920-00-55190-390-000		CABLE TV-SUPPLIES & EXPENSE	11,624.78
		OAKLAND TOWN HALL REC SYSTEM 88868971	
Total			11,624.78
4/11/2023 CAMBRIDGE ACE HARDWARE			
CHEVY DUMP TRUCK AIR BRAKE REPAIR			
100-00-53311-351-000		PUBLIC WORKS - VEHICLE REPAIRS	8.37
		CHEVY DUMP TRUCK AIR BRAKE REPAIR B132827	
100-00-53311-351-000		PUBLIC WORKS - VEHICLE REPAIRS	16.58
		COUPLING FOR CHEVY PLOW AIR BRAKE LINE A237691	
100-00-53311-351-000		PUBLIC WORKS - VEHICLE REPAIRS	6.99
		SPRAY - CHEVY PLOW TRUCK MAINT A237796	
100-00-53311-351-000		PUBLIC WORKS - VEHICLE REPAIRS	2.58
		FASTENERS - JOHN DEERE FRONT BRUSH A237939	
500-00-53700-650-000		REPAIRS/MAINT TO WATER PLANT	13.15
		PIPES - FIX EYE WASH STATION AT WELL #2 A238067	
100-00-53311-340-000		PUBLIC WORKS - SHOP SUPPLIES	23.99
		CUP BRUSH B133332	
100-00-53311-351-000		PUBLIC WORKS - VEHICLE REPAIRS	17.89
		ZIP TIES - INT'L 2006 PLOW TRUCK REPAIR B133771	
100-00-53311-351-000		PUBLIC WORKS - VEHICLE REPAIRS	16.47
		FASTENERS - JOHN DEERE REPAIR B133880	
Total			106.02
4/11/2023 CAMBRIDGE ACE HARDWARE			
SALT SOFTNER			
150-00-55110-310-000		LIB - OFFICE SUPPLY	48.54
		SALT SOFTNER A238051	
Total			48.54

ALL Checks by Payee

ACCT

HOMETOWN BANK GENERAL OPERATING

Dated From: 4/11/2023 From Account:

Thru: 4/11/2023 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
4/11/2023 CAMBRIDGE WATER & SEWER UTILITY			
ACCT#040-0024-00 AMUNDSON WATER & SEWER			
100-00-51600-220-000		MUN BLDG - UTILITIES	256.51
ACCT#040-0024-00 AMUNDSON WATER & SEWER 4/3/2023			
100-00-53311-220-000		PUBLIC WORKS - UTILITY & PHONE	113.74
ACCT#040-0023-00 200 W NORTH ST 4/3/2023			
Total			370.25
4/11/2023 COMPUTER MAGIC, INC			
MAR 2023 COMPUTER SUPPORT			
100-00-51420-280-000		ADMIN - COMPUTER MAINT/REPAIR	822.74
MAR 2023 COMPUTER SUPPORT 12142			
500-00-53700-681-300		COMPUTER SUPPORT	411.38
MAR 2023 COMPUTER SUPPORT 12142			
600-00-53700-842-000		TECHNOLOGY EXPENSES	411.38
MAR 2023 COMPUTER SUPPORT 12142			
Total			1,645.50
4/11/2023 FRONTIER			
423-3772- VILLAGE HALL			
100-00-51420-221-000		ADMIN - TELEPHONE/INTERNET	108.23
423-3772- VILLAGE HALL 3/28/2023			
100-00-53311-220-000		PUBLIC WORKS - UTILITY & PHONE	97.99
ACCT #608 423 4844 - DPW GARAGE 3/28/2023			
500-00-53700-681-200		TELEPHONE/INTERNET EXPENSE	54.12
WATER FAX 3/28/2023			
600-00-53700-851-400		TELEPHONE/INTERNET EXPENSE	54.12
SEWER FAX 3/28/2023			
Total			314.46
4/11/2023 GRONEMUS, DAN			
2023 1ST QTR PER DIEM - PLAN COMM (2)			
100-00-51120-140-000		COMMITTEES PER DIEM	40.00
2023 1ST QTR PER DIEM - PLAN COMM (2) 1ST QTR			
Total			40.00
4/11/2023 GUNSEOR, LARRY			
2023 1ST QTR PER DIEM - W/S (2)			

ALL Checks by Payee

ACCT

HOMETOWN BANK GENERAL OPERATING

Dated From: 4/11/2023 From Account:

Thru: 4/11/2023 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-51120-140-000		COMMITTEES PER DIEM	40.00
	2023 1ST QTR PER DIEM - W/S (2)	1ST QTR	
		Total	40.00
4/11/2023 HOLLENBECK, DEAN			
2023 1ST QTR PER DIEM - PLAN COMM (2)			
100-00-51120-140-000		COMMITTEES PER DIEM	40.00
	2023 1ST QTR PER DIEM - PLAN COMM (2)	1ST QTR	
		Total	40.00
4/11/2023 JARLSBERG, DEE			
3/18 - 3/31/2023 VILLAGE HALL CLEANING			
100-00-51600-240-000		MUN BLDG - MAINT & REPAIR	187.50
	3/18 - 3/31/2023 VILLAGE HALL CLEANING		
		Total	187.50
4/11/2023 JARLSBERG, DEE			
3/20 - 3/31/2023 LIBRARY CLEANING			
150-00-55110-240-000		LIB BUILDING MAINT & REPAIR	150.00
	3/20 - 3/31/2023 LIBRARY CLEANING		
		Total	150.00
4/11/2023 KRUEGER, CHRISTIAN			
2023 1ST QTR PER DIEM - ECON DEV (2)			
100-00-51120-140-000		COMMITTEES PER DIEM	40.00
	2023 1ST QTR PER DIEM - ECON DEV (2)	1ST QTR	
		Total	40.00
4/11/2023 LAINGE, CHRISTIANNE			
2023 1ST QTR PER DIEM - ECON DEV (2)			
100-00-51120-140-000		COMMITTEES PER DIEM	40.00
	2023 1ST QTR PER DIEM - ECON DEV (2)	1ST QTR	
		Total	40.00
4/11/2023 LRS (FORMERLY BADGERLAND DISPOSAL)			
APR 2023 TRASH SERV			
350-00-53620-290-000		TRASH COLLECTION CONTRACTED	5,131.00
	APR 2023 TRASH SERV	0003517030	
350-00-53620-295-000		RECYCLE COLLECT- CONTRACTED	3,480.68
	APR 2023 RECYCLING SERVICE	0003517030	

4/07/2023 11:32 AM

In Progress Checks - Full Report - ALL
ALL Checks by Payee
HOMETOWN BANK GENERAL OPERATING

Page: 4
ACCT

Dated From: 4/11/2023 From Account:
Thru: 4/11/2023 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-55200-290-000		FISH PONDS - LAGOON RD	-777.87
	APR 2023	HANDICAP ACC RESTROOM RENTAL 0003517030	
Total			7,833.81
4/11/2023 MEHRINGER, KEVIN			
2023 1ST QTR PER DIEM - ECON DEV (2)			
100-00-51120-140-000		COMMITTEES PER DIEM	40.00
		2023 1ST QTR PER DIEM - ECON DEV (2)	
Total			40.00
4/11/2023 MICHALSKI, TARA			
2023 1ST QTR PER DIEM - PLAN COMM (1)			
100-00-51120-140-000		COMMITTEES PER DIEM	20.00
		2023 1ST QTR PER DIEM - PLAN COMM (1)	
Total			20.00
4/11/2023 MID-AMERICAN RESEARCH CHEMICAL			
HI-TACK CLEAR LUBE			
100-00-53311-340-000		PUBLIC WORKS - SHOP SUPPLIES	192.73
		HI-TACK CLEAR LUBE 0787109-IN	
Total			192.73
4/11/2023 MILSAP, JEFFREY			
2023 1ST QTR PMT- PLAN COMM (2)			
100-00-51120-140-000		COMMITTEES PER DIEM	40.00
		2023 1ST QTR PMT- PLAN COMM (2) 1ST QTR	
Total			40.00
4/11/2023 MSA PROFESSIONAL SERVICES			
WELL#3 TREATMENT FACILITIES			
200-00-57915-000-000		WELL #3 PROJECT	8,154.00
		WELL#3 TREATMENT FACILITIES R09310012.0-10	
Total			8,154.00
4/11/2023 QUILL CORPORATION			
COPY PAPER, LABELS, STANDARD STAPLES			
100-00-51420-310-000		ADMIN - OFFICE SUPPLY	46.80
		COPY PAPER, LABELS, STANDARD STAPLES 31458804	
500-00-53700-640-000		SUPPLIES AND EXPENSES	23.40
		COPY PAPER, LABELS, STANDARD STAPLES 31458804	

ALL Checks by Payee

ACCT

HOMETOWN BANK GENERAL OPERATING

Dated From: 4/11/2023 From Account:
 Thru: 4/11/2023 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
600-00-53700-851-000		OFFICE SUPPLIES & EXPENSES	23.40
		COPY PAPER, LABELS, STANDARD STAPLES 31458804	
100-00-51440-390-000		ELECTIONS - SUPPLY & EXPENSE	47.44
		LABELWRITER LABELS 31458804	
Total			141.04

4/11/2023 SECURIAN FINANCIAL GROUP, INC
 LIBRARY LIFE INSURANCE MAY 2023

150-00-55110-135-000		LIB - LIFE INS	101.32
		LIBRARY LIFE INSURANCE MAY 2023 002832L MAY 2023	
100-00-53311-135-000		PUBLIC WORKS - LIFE INS	56.59
		DPW LIFE INSURANCE MAY 2023 002832L MAY 2023	
500-00-53700-686-000		EMPLOYEE PENSIONS AND BENEFITS	65.66
		WATER LIFE INSURANCE MAY 2023 002832L MAY 2023	
600-00-53700-854-000		EMPLOYEE PENSIONS & BENEFITS	55.16
		SEWER LIFE INSURANCE MAY 2023 002832L MAY 2023	
100-00-51420-135-000		ADMIN - LIFE INS	142.58
		VILLAGE HALL LIFE INS MAY 2023 002832L MAY 2023	
Total			421.31

4/11/2023 SIPPLE, KAYLA
 2023 1ST QTR PER DIEM - ECON DEV (2)

100-00-51120-140-000		COMMITTEES PER DIEM	40.00
		2023 1ST QTR PER DIEM - ECON DEV (2) 1ST QTR	
Total			40.00

4/11/2023 STRUSS, STEVE
 2023 1ST QTR PER DIEM - W/S (1)

100-00-51120-140-000		COMMITTEES PER DIEM	20.00
		2023 1ST QTR PER DIEM - W/S (1) 1ST QTR	
Total			20.00

4/11/2023 US CELLULAR
 POLICE CELL PHONES APR 2023

100-00-52100-390-000		POLICE - PHONES & SUPPLIES	130.45
		POLICE CELL PHONES APR 2023 0569969143 3/22/23	
100-00-53311-220-000		PUBLIC WORKS - UTILITY & PHONE	542.81
		DPW CELL PHONE APR 2023 0569969143 3/22/23	

4/07/2023 11:32 AM

In Progress Checks - Full Report - ALL

Page: 6

ALL Checks by Payee

ACCT

HOMETOWN BANK GENERAL OPERATING

Dated From: 4/11/2023 From Account:

Thru: 4/11/2023 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-51200-390-000	COURT - SUPPLY & EXPENSE		61.21
	COURT CELL PHONE APR 2023	0569969143 3/22/23	
100-00-51420-221-000	ADMIN - TELEPHONE/INTERNET		91.94
	ADMIN CELL PHONE APR 2023	0569969143 3/22/23	
500-00-53700-681-200	TELEPHONE/INTERNET EXPENSE		119.56
	WATER CELL PHONE APR 2023	0569969143 3/22/23	
600-00-53700-851-400	TELEPHONE/INTERNET EXPENSE		27.59
	SEWER CELL PHONE APR 2023	0569969143 3/22/23	
		Total	973.56
		Grand Total	33,206.70

Dated From: 4/11/2023 From Account:
Thru: 4/11/2023 Thru Account:

	Amount
Total Expenditure from Fund # 100 - VILLAGE GENERAL FUND	3,257.46
Total Expenditure from Fund # 150 - LIBRARY FUND	299.86
Total Expenditure from Fund # 200 - CAPITAL PROJECTS FUND	8,154.00
Total Expenditure from Fund # 350 - REFUSE & RECYCLING FUND	8,611.68
Total Expenditure from Fund # 500 - WATER UTILITY	687.27
Total Expenditure from Fund # 600 - SEWER UTILITY	571.65
Total Expenditure from Fund # 920 - CAMBRIDGE/OAKLAND CABLE TV	11,624.78
Total Expenditure from all Funds	33,206.70



Professional Services Agreement

MSA Project Number (2023): R09310022.0

This AGREEMENT (Agreement) is made today April 7, 2023 by and between VILLAGE OF CAMBRIDGE (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Cambridge GIS Services 2023

The scope of the work authorized is: Provide on-call GIS Technical Support Services for tasks authorized by the client. Support can include ArcGIS Online modification, configuration, training, or map updates. Other services could include data creation, PDF map creation and printing, or field work. This contract will serve multiple departments and requested services will be detailed separately on a single invoice. Client may request or determine tasks at contract term initiation or at any point within the term duration. MSA will provide detailed scope and cost estimates prior to commencement of tasks upon request. The support contract is set for a 1-year period.

The schedule to perform the work is: Approximate Start Date: 4/7/2023
Approximate Completion Date: 12/31/2023

The estimated fee for the work is: *To be determined based upon client requested scope.*

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.

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

VILLAGE OF CAMBRIDGE

MSA PROFESSIONAL SERVICES, INC.

Lisa Moen
Administrator/Clerk/ Deputy Treasurer
Date: _____

Jeff Powell
GIS Solutions Team Leader
Date: 4/7/2023

200 Spring Street, PO Box 99
Cambridge, WI 53523
Phone: (608) 423-3712

60 Plato Blvd. #140
St. Paul, MN 55107
Phone: (612) 548-3123

User Group Meetings

Cambridge staff is invited to attend, MSA's regional User Group Meeting. At this event, MSA clients utilizing ArcGIS Online gather for a day of training and networking with other municipalities leveraging GIS—and lunch is on us. MSA presents new tools and capabilities released on the platform and discusses some case studies of unique GIS projects. This is an excellent opportunity to hear and ask questions about how other communities are tackling new problems with their GIS software.



Support Scaled to Meet Your Needs

Once clients become acquainted with the power and flexibility of ArcGIS Online, they often look for new ways to grow their GIS to manage additional tasks. Other communities require services to create figures for council meetings or for wall maps. These factors influence annual service costs. MSA will provide a “bank” of hours based on a client’s estimated annual needs. These hours are only billed if work is authorized by the Village.

LOW SUPPORT NEEDS (Average of 40 hrs of support)

- 1-3 staff accessing platform
- GIS application maintenance requested
- Annual data updates for 2-5 new projects from CAD/survey
- Bi-annual County data management
- 1 set of new wall maps annually
- Moderate amount of custom map creation and printing

MODERATE SUPPORT NEEDS (Average of 75 hrs of support)

- 4-5 staff accessing platform
- GIS application maintenance requested
- Annual review of inspection forms for all departments
- Bi-annual County data management
- Annual data updates for 1-3 new projects from CAD/survey
- 1 set of new wall maps annually
- Annual GPS data processing for 100-500 new points
- 1-2 special GIS projects annually
- Significant amount of custom map creation and printing

HIGH SUPPORT NEEDS (Average of 120 hrs of support)

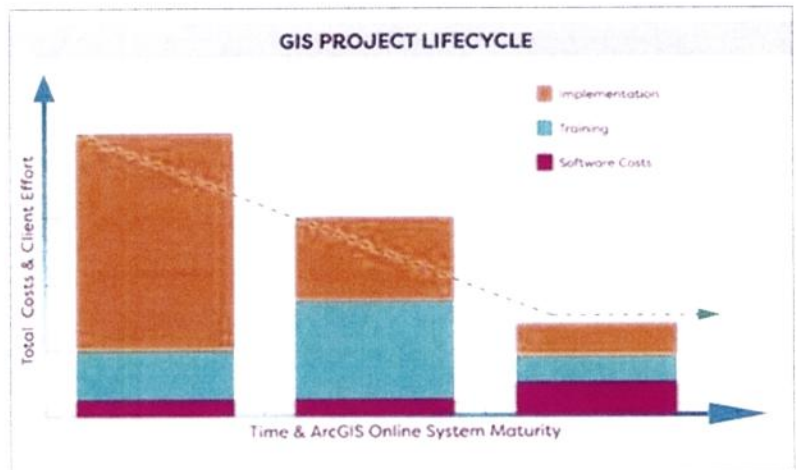
- Entire staff accessing platform (7-9 users)
- GIS application maintenance requested
- Annual review of inspection forms/new reporting features for all departments
- Bi-annual County data management
- GPS support and training as needed
- 3 sets of new walls map annually
- 2-5 special GIS projects annually
- Work order system maintenance and management requested
- Annual pavement management analysis and capital planning deliverables
- Significant amount of custom map creation and printing

ADDITIONAL INFORMATION ON ONGOING SUPPORT AND MAINTENANCE

MSA believes that communities maximize their GIS investment by fully utilizing the ArcGIS platform. As an Esri partner, our role is to configure the platform to suit your needs. We don't sell software, but rather implement solutions using software you're already investing in. MSA doesn't charge our communities annual fees for GIS services. Instead, 100% of our costs go into making your GIS work better for you.

To assist in projecting potential costs for subsequent years, we've developed the GIS Project Lifecycle graph below. It represents a community's full GIS implementation, which started in 2022 for Cambridge. The concept it represents is still a good representation of planning additional app implementations. The graph shows relative costs and timelines, but you can consider the first bar your initial migration. After this initial implementation, there is a smaller, but still relatively large effort. This is common because as staff GIS use grows, additional needs appear. It's a typical, natural progression. In order to account for these needs, the Village should plan to budget accordingly whenever new GIS capabilities are implemented.

As your GIS and users mature, the effort required to manage the system will decrease. MSA will empower Village staff to take full ownership through training and support, which will further lessen MSA's direct support time. The village's GIS system is growing as expected per the original project. In accordance with the budget suggestions for support and maintenance stated in the original proposal, MSA suggests the Village plan to budget \$15,000 in 2023, \$8,000 in 2024 and should plan to continue budgeting \$5,500 in subsequent years.



Any budget recommendations MSA suggest are not fees that MSA will simply collect. Consider the budget recommendations as a "bank" of hours set aside for any reason that the Village of Cambridge needs further GIS support from MSA. The bank can cover technical support, additional training, minor data updates, app configuration changes or attribute additions. It can also cover larger efforts, like configuring a new app to support pavement management, configuring a maintenance, inspection, and operations dashboard or setting up work order tracking. These budget figures are derived from our past client experience and understanding of your current needs. But know that we've had instances where communities have used little or none of their support budget in a given year. As always, MSA will provide costs to the Village for all GIS tasks requested, and we will only begin a task upon approval from the Village.

Summary of suggested budget for support and maintenance for the Village of Cambridge's GIS site:

- **2023:** \$15,000
- **2024:** \$8,000
- **Beyond:** \$5,500

It's your data. We're here to help you make the most of it.

GIS as-built Costs:

This page is provided to inform the village on the costs associated with populating new GIS data into their system after a construction project. If requested by the village, these costs can be incorporated into future construction projects.

The example below breaks down costs to add a small subdivision addition (shown below) to the village’s GIS. The costs derive from work done as part of Construction Observation services MSA provides to various communities. The costs describe the specific tasks associated with populating as-built data into GIS. They include collecting GPS locations for all structures and populating detailed attribute information from record drawings, lateral cards and other construction documents. Village staff expressed that they would only need digitize lines and populate basic attributes. (Shown as the bolded tasks below.) Assets would NOT be located with at GPS, but instead digitized based on the as-built location described in the final documents.

- GPS with Trimble R2: \$705 (\$7.50 per structure)
- Digitize line connections: \$282 (\$3.00 per structure)
- Basic attribution: \$329 (\$3.50 per structure)
 - Structure ID, Pipe Size, Pipe Material
- Advanced Attribution: \$1,316 (\$14.00 per structure)
 - Attributes include invert elevations, slope, upstream and downstream elevations, other construction details.

San MHs:	5
San Lateral Ends:	22
San Main:	917'
Storm MHs:	3
Storm Inlets:	8
Storm Outfall:	1
Storm Main:	901'
Water Hydrants:	4
Water Valves:	7
Wat Lateral Ends:	22
Curb Stops:	22
Water Main:	805



- Costs described in this document apply to incorporating as-built data from capital projects into the Village’s GIS. As requested, MSA will ensure these costs are included in the budgeting for capital projects each year.
- MSA will continue to empower Cambridge staff to take ownership of the GIS through training and support. Village staff will always be able to edit their GIS data using the ArcGIS Platform.

**ATTACHMENT A:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 85 – \$140/hr.
Architects	\$ 70 – \$205/hr.
Community Development Specialists	\$140 – \$175/hr.
Digital Design	\$165 – \$180/hr.
Environmental Scientists/Hydrogeologists	\$100 – \$170/hr.
Geographic Information Systems (GIS)	\$ 90 – \$175/hr.
Housing Administration	\$ 90 – \$160/hr.
Inspectors/Zoning Administrators	\$100 – \$120/hr.
IT Support	\$165 – \$180/hr.
Land Surveying	\$ 90 – \$175/hr.
Landscape Designers & Architects	\$ 70 – \$205/hr.
Planners	\$ 95 – \$160/hr.
Principals	\$200 – \$300/hr.
Professional Engineers/Designers of Engineering Systems	\$140 – \$175/hr.
Project Managers	\$145 – \$220/hr.
Real Estate Professionals	\$130 – \$145/hr.
Staff Engineers	\$ 70 – \$130/hr.
Technicians	\$ 90 – \$140/hr.
Wastewater Treatment Plant Operator	\$ 85 – \$105/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.20/page
Plots	\$0.015/sq.in.
Flash Drive	\$10
GPS Equipment	\$30/hour
Laser Level	\$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70 mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	\$40/hour
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	\$30/hour
Drone Flight	\$390/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2023. 2024 rates will be limited to a maximum 6% increase.

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

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.

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. **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. 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.

5. **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.

6. **Proprietary Information.** MSA Owns and retains all right, title and interest in and to the MSA Intellectual Property Information of MSA, and Owner owns and retains all right, title and interest in and to the Owner Data and Proprietary Information of Owner.

7. **Owner Data.** Owner assumes full responsibility for the accuracy and quality of the Owner Data provided, stored or transmitted, and the use of such Owner Data, including the results obtained therefrom.

8. **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.

9. **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.

10. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by infringement of any patent, copyright, trade secret, or other intellectual property right by any Deliverables or 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 Customer's misuse of the Deliverables or 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.

11. **Non-Solicitation** During the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement, each party agrees that without the other party's consent it shall not either directly or indirectly solicit, recruit or hire as an employee, consultant, or independent contractor, any personnel of the other party; provided however that nothing herein shall preclude the hiring party from hiring or retaining any individual who is hired solely as a result of the use of a general solicitation (such as an advertisement) not specifically directed to

the individual. Remedy for any violation of this provision shall be liquidated damages in the amount equal to 50% of the employee's annual salary, including bonuses currently in effect for the employee. The parties agree that any damages from the breach of this provision would be difficult to determine and that the remedy set forth herein is a reasonable estimate of such damages.

12. **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.

13. **Jurisdiction and Venue.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. 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.

14. **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.



RECEIVED

MAR 30 2023

VILLAGE OF
CAMBRIDGE

March 27, 2023

Village of Cambridge
200 Spring Street
P.O. Box 99
Cambridge, WI 53523

RE: 2023 Grant Requests to the Cambridge Foundation:


Village of Cambridge Board:

Enclosed please find 2023 grants from the Cambridge Foundation in the amount of \$8,500.00 for debris removal from Koshkonong Creek and \$14,010.00 for electrical upgrades to the park.

Please contact me if you have any questions.

Very truly yours,

CAMBRIDGE FOUNDATION



Michael D. Rumpf, President
MDR:sg
Encl.

CAMBRIDGE FOUNDATION

200 Spring Street

Cambridge, WI 53523 • 608-423-3254 • www.cambridge-foundation.org

one motive, one ideal, one hope - to make our community a better place to live

P.O. Box 1 Cambridge, WI 53523 • 608-423-3254 • www.cambridge-foundation.org

RECEIVED

MAR 31 2023

VILLAGE OF
CAMBRIDGE

Village President Mark McNally
200 Spring St
PO Box 99
Cambridge, WI 53523

Dear Tree City USA Community Member,

On behalf of the Arbor Day Foundation, I'm thrilled to congratulate Cambridge on earning recognition as a 2022 Tree City USA. Residents of Cambridge should be proud to live in a community that makes the planting and care of trees a priority.

Founded in 1976, Tree City USA is a partnership between the Arbor Day Foundation, the U.S. Forest Service, and the National Association of State Foresters. Cambridge is part of an incredible network of more than 3,600 Tree City USA communities nationwide, with a combined population of 155 million.

Over the last few years, the value and importance of trees has become increasingly clear. Cities and towns across the globe are facing issues with air quality, water resources, personal health and well-being, and energy use. Cambridge has taken steps to create to a brighter, greener future.

We hope you are as excited as we are to share this accomplishment with your local media and your residents. Enclosed in this packet is a press release for you to distribute at your convenience.

We're excited to celebrate your commitment to the people and trees of Cambridge. Thank you, again, for your efforts.

Best Regards,



Dan Lambe
Arbor Day Foundation Chief Executive