



CITY OF RIPON

100 Jackson Street Ripon, WI 54971-1396

CITY OF RIPON COMMON COUNCIL MEETING Council Chambers, City Hall Monday, November 22, 2021 7:00 p.m.

- I. Call to order/roll call
- II. Pledge of Allegiance/Invocation
- III. Approval of agenda
- IV. Public communications and comment
- V. Action Items

1. Amendment to Professional Services Agreement with MSA for Trail Extension Services

(Staff note: The Common Council previously authorized a PSA with MSA for Senior Center Building project design and administration. MVST Extension and Murray Park Trail Improvements were not included in the original PSA due to not being awarded DNR Stewardship funding. Fond du Lac County approved \$100,000 in their 2022 budget to assist with the trail extension. Staff recommend approval of the PSA for Trail Extension Services to ensure bidding of the project in 2022 with the Senior Center Project.)

- VI. Discussion Item

1. Housing Market Analysis and Needs Assessment Study and Proposals
(Staff note: Enclosed are a proposal from Moegenburg Research, Inc and Vierbicher to complete a Housing Market Analysis and Needs Assessment for the city of Ripon. City staff engaged firms to complete this study to assist with the city's house strategy, begin addressing the community's significant housing challenges, and to assist with residential development recruitment. The Common Council may take specific action on a proposal after discussion.)

2. Review of Outdoor Open Container Entertainment Event Permit Ordinance

(Staff note: The Common Council requested an opportunity to review/discuss the Outdoor Open Container Entertainment Event Permit Ordinance after the first approved event. The Police Department has prepared a memo reporting no issues with the first event.

- VII. Project updates & staff reports
- VIII. Mayor's communications and appointments
- IX. Agenda items for future Council meetings
- X. Adjourn



AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Grace & Lloyd Mitchell Senior Activity
Center & Trailhead
Ripon, Wisconsin

AGREEMENT INFORMATION:
Date: 8-20-2021

AMENDMENT INFORMATION:
Amendment Number: 001
Date: 11-9-2021

OWNER: *(name and address)*
City of Ripon, Wisconsin

ARCHITECT: *(name and address)*
MSA Professional Services

The Owner and Architect amend the Agreement as follows:
MSA shall proceed with the Trail Extension Additional Services and already described in the Owner/Archect Agreement.

The Architect’s compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
An addition \$21,000 as already listed in the Owner/Architect Agreement.

Schedule Adjustment:
There is no adjustment to the proposed project schedule.

SIGNATURES:

MSA Professional Services
ARCHITECT


City of Ripon
OWNER *(Firm name)*

SIGNATURE
Allen J. Szymanski AIA, P.E., Team
Leader

SIGNATURE
Theodore Grant, Mayor

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

11-9-2021
DATE

DATE

EXHIBIT A

A. Project Scope:

The City of Ripon desires a new 3,650 square foot Senior Center with 300 square foot covered outdoor area resulting in a preliminary approximate 2022 construction cost of \$1,635,000. The proposed location is at the south end of Murray Park on Murray Park Drive in Ripon, Wisconsin. The proposed scope of professional services is based on the MSA prepared Schematic Design as attached in Exhibit C. The final design will be developed as part of the proposed services for this project.

The site work will include a new parking lot expansion, connecting sidewalks, some concrete patios and stormwater provisions as required. The project may include trail work depending on a potential WDNR grant award (in late August or September 2021) and associated professional services are listed as an option. Trail connectivity accommodations for the future trail will be included in the base project.

If directed by Owner, the project will include trail developments as follows:

- Paved multipurpose trail connecting the new trailhead facility to the existing Mascoutin Trail starting at County Highway E.
- Enhance of current and new internal park trail connections to the new trailhead facility including:
 - o New trail connecting the center activity area of the ball fields
 - o Existing west trail loop enhancements with improved crushed aggregate base or possible asphalt pavement.
 - o New connection to Layton Drive in existing easement. This will facilitate a future on roadway trail connection to the existing Northwestern Trail.
- This work or portions of it may be developed as an Alternate Bid.
- Total trail development construction budget is approximately \$215,000.

B. Services to be provided by the MSA team:

- Architectural
- Limited Landscape Architecture (around building)
- Site, Civil and Stormwater Engineering
- Structural Engineering
- Plumbing Engineering
- Heating, Ventilating, and Air Conditioning (HVAC) Engineering
- Electrical Engineering
- Fire Protection Sprinkler (Scoping Design)

I. Schematic Design Phase – Not included here since these services were provided by MSA previously under a separate agreement.

II. Design Development Phase

- a. Coordinate with the design team to develop the integration of the structural, mechanical and electrical systems. Develop base layout drawings for these systems.
- b. Initial stormwater modeling and planning. Develop plan to attain compliance with DNR stormwater design requirements and evaluate use of green infrastructure on-site.
- c. Consider construction strategy needs.
- d. Prepare a construction cost opinion based on material take offs.
- e. Collect and review product data and initial material options.
- f. 2-3 conference calls to consider various aspects of the project development.
- g. Prepare Design Development package consisting of:

IV. Bidding Phase

- a. Prepare Advertisement for Bids for publishing in local newspaper(s). (Advertising costs to be paid by the Owner.)
- b. Answer bidder questions.
- c. Issue written Bid Addenda, when appropriate, to all bidders regarding changes to or clarifications of the Construction Documents.
- d. Electronic distribution of drawings and specifications using Quest.
- e. Hold and lead the public Virtual bid opening to assist the Owner in receiving, opening, tabulating Bids.
- f. Assist the Owner in evaluating Bids and General Contractor Qualifications.
- g. Prepare Bid award recommendation letter to advise the Owner.
- h. Prepare AIA Owner/Contractor Construction Agreement.
- i. Prepare Notice of Award and Notice to Proceed.

V. Construction Phase

- a. Conduct a Preconstruction Meeting, to be attended by the Owner, Architect, General Contractor and subcontractors of major trades. Prepare and distribute meeting minutes.
- b. Interpret and clarify construction documents for execution and progress of the work.
- c. Respond to general contractor Requests for Information (RFI).
- d. Support owner with color selections.
- e. Make regular site visits in accordance with the following schedule for a total of 10 visits:
 1. Building construction progress visits (approximately once every three to four weeks during construction activity).
 - a) One (1) progress visit to review site development.
 - b) Five (5) progress visits to review architectural, structural components (and overall work).
 2. At substantial completion of the project, prepare and distribute a list of items to be completed and corrected to the Owner and Contractor.
 - a) One (1) visit by the Architect/Engineer.
 - b) One (1) visit by the Electrical Engineer.
 - c) One (1) visit by the Mechanical Engineer.
 3. One (1) visit at final completion and beyond to verify that the work on the list of items to be completed and corrected has been completed.
- f. Review requested product and shop drawing submittals.
- g. Selection recommendations of color for furnishings and interior and exterior finishes.
- h. Prepare and distribute a Certificate of Substantial Completion.
- i. Receive, review and forward to the Owner:
 - i. The Contractor's record drawings and Operation and maintenance manuals.
 - ii. A copy of all the material/product Submittals.
- j. File a Compliance Statement with the State of Wisconsin when the project is completed.

Optional Trail Extension Services:

If formally directed by the Owner services will be provided for trail extension and existing trail improvements.

- a. Supplemental surveying work and existing site plan drawings for the areas of the proposed additional trail work.
- b. Associated additional services in the following phases of work:
 - i. Design Development
 - ii. Construction Documents
 - iii. Bidding
 - iv. Construction Administration

Services Not Included:

The services of this proposal do not include providing the following services based on the RFP or as needed to clarify. If they are desired, these can be provided by the Owner, or they can be provided as additional services when specifically authorized by the Owner.

- a. Photovoltaic system design.
- b. Grant writing services.
- c. Soil borings or any testing of existing soil conditions. (Obtaining proposals for this work is in the base services fee.)
- d. Camera, sound system, computer and phone equipment selection/design and procurement.
- e. Attending City and Zoning meetings.

C. Compensation: MSA shall perform the above stated services for a lump sum fee with a fee distribution as follows:

Base Services -

Design Development	\$25,000
Construction Documents Phase	\$71,800
Bidding	\$7,200
Construction Phase	<u>\$36,000</u>
LUMP SUM FEE	\$140,000

Optional Services -	
Trail Extension Additional Services (if directed by Owner):	
ADDITIONAL LUMP SUM FEE	\$21,000

The lump sum fees include all expected reimbursable expenses except for State of Wisconsin Department of Commerce review fees, and the cost of printing and mailing plans and specifications for bidding and construction. We estimate these expenses to approximately cost the following:

DNR & State review fees:	\$2,500
Limited printing and mailing plans and specifications:	\$2,000

D. Approximate Schedule: If A/E agreement in place by late August 2021, MSA shall perform the above stated services on the approximate schedule as follows:

I.	Schematic Design	Complete
II.	Start Design Development	
	Start	September 1, 2021
	Complete	October 20, 2021
	III.	Start Construction Documents
Start		October 25, 2021
	Complete	December 20, 2021
	IV.	Bidding/Award
Bid Documents Released		January 6, 2022
Bid Opening		February 2, 2022
V.	Bid Award	February 8, 2022
	Construction	
	City Tree Removal & Install Sign	November/December 2021
	Start Construction	March 2022
	Substantial Completion	September 8, 2022
	Final Completion	September 29, 2022



Adam Sonntag <asonntag@cityofripon.com>

Ripon Projects

Executive <executive@fdlco.wi.gov>

Wed, Nov 10, 2021 at 10:02 AM

To: Adam Sonntag <asonntag@cityofripon.com>, Executive <executive@fdlco.wi.gov>

Cc: "Farrell, Martin" <Martin.Farrell@fdlco.wi.gov>, "Will, Gary" <gary.will@fdlco.wi.gov>, "Gerred, Erin" <Erin.Gerred@fdlco.wi.gov>

Good morning Adam,

I have good news on the County Budget.

The Fond du Lac County Board of Supervisors voted last evening to approve the 2022 county budget which included the proposed grant for the Ripon trail head project for next year.

Once your project gets under way, please contact Erin Gerred or me for release of the \$100,000.

Your County Board representatives, Marty Farrell and Gary Will were also very supportive of the project.

[Quoted text hidden]

MOEGENBURG RESEARCH, INC.
REAL ESTATE APPRAISAL AND CONSULTING

October 19, 2021

Mr. Adam Sonntag
City Administrator
City of Ripon
100 East Jackson Street
Ripon, WI 54971

asonntag@cityofripon.com
TEL: 920.748.4914

Re: Comprehensive Housing Study and Needs Assessment for Potential Residential for Sites Located Within the City of Ripon, Wisconsin

In accordance with your request, I am pleased to submit this proposal to prepare a **Comprehensive Housing Study and Needs Assessment** for Potential Residential Uses for the City of Ripon.

Purpose, Date(s) of Value, and Function of the Report

The purpose of the assignment is to prepare a Market – Housing Study as of a current date. The function of the report is to assist the City of Ripon (the client and intended user) with its internal strategic decision-making regarding the potential development opportunities which may exist within the City (the intended use). No other use or user is intended to be served through this engagement. Moegenburg Research, Inc. has not provided consulting or valuation services regarding the referenced property during the past three years.

Introduction to Moegenburg Research, Inc.

Moegenburg Research, Inc. is a full service commercial appraisal and financial analysis firm serving municipalities, corporate clients, commercial and investment banks, life insurance companies, law firms, governmental agencies, and pension fund advisors. Please visit our website (www.moegenburg.com).

Service Philosophy

Moegenburg Research, Inc. specializes in solving market research and valuation problems related to improved commercial, industrial, retail and multi-family properties, and vacant land. Our objective is to provide supportable and timely solutions that help our clients solve critical business decisions related to commercial property. Our clients appreciate the thorough and tenacious approach we apply in researching and analyzing complex valuation issues and have confidence that our opinions, advice, and analyses are based on up-to-date market information using the most current research techniques available. The majority of our work (approximately sixty percent) is concentrated in Wisconsin; however, we have extensive Midwest and national experience. For those states in which I hold a license, we perform assignments in every county of each state (Wisconsin, Illinois, Iowa, Indiana, Michigan, Ohio, Minnesota, and Colorado).

Our market research and appraisal practice specializes in analyzing challenging valuation issues including complex ownership rights and investment situations, multiple property or portfolio assignments, sensitive work-outs or financial restructuring, litigation, and market repositioning analysis. Moegenburg Research, Inc. has extensive appraisal and consulting experience with multi- and single-tenant office buildings, garden and high-rise apartments, senior care and senior assisted living facilities, retail centers from neighborhood strip centers to regional malls, commercial land, industrial properties, large-scale residential subdivisions, vacant development land, golf courses, and special purpose commercial properties.

Client Profile and References

Moegenburg Research, Inc. is privileged to serve a varied client base. Major clients include commercial, investment and merchant banks; public pension funds; investment advisory groups; various government institutions and municipalities; insurance companies, corporations; and, numerous law firms.

Specific Scope of Work

Scope of Work

The area to be surveyed and studied shall include the boundaries of the City of Ripon. In general, the scope of work will include the following components:

Demographic & Economic Trends and Characteristics

1. Define the primary draw area (or Primary Market Area, "PMA") for housing in Ripon.
2. Analyze overall population and household projections in Ripon and the PMA to 2030.
3. Analyze demographic characteristics of the population, including age distribution, tenure (owners/renters) by age, and household income.
4. Examine countywide data on resident employment (based on place of residence) and covered employment (based on location of jobs).

Housing Characteristics

1. Compile statistics from the census bureau on Ripon's housing stock, including rental and owner-occupied units by structure type, value, age, condition and decade built.
2. Compile residential building permit data in Ripon since 2010.
3. Inventory the rental housing supply in Ripon; present information on property type (market rate / affordable and general occupancy / workforce / independent/assisted living and senior), year built, number of units, and structure type.
4. Analyze housing value trends in Ripon from data provided by the city's assessors' office.
5. Inventory active subdivisions in Ripon; present information on year platted, total number of lots, homes built and lots remaining, and housing types (single-family / townhome).
6. Inventory pending housing projects in the development pipeline in Ripon; discuss their timing, number of lots/units, and location.
7. Calculate demand for the following residential uses: Single-family, owner-occupied townhomes/twin homes, condominiums, market-rate rental housing, affordable rental housing, workforce housing, and senior housing (independent, assisted living and memory care). The demand analysis will provide projections for a five year timeframe.

We will proceed with this assignment adhering to the following steps:

- Conduct Project Kickoff and Obtain Background Data
- Conduct Field Reconnaissance
- Conduct Key Informant Interviews
- Assess Residential Market Potential
- Identify Market-Supportable Development Program
- Discuss Findings
- Prepare Draft and Final Report

Report Standards

The report will be subject to the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation.

Limitations on Use and Applicability of Conclusions

Neither the report, materials submitted, nor our firm name may be used in any prospectus or printed materials prepared in connection with the sale of securities or participation interests to the public. Due to the nature of real estate investments and the variety of economic factors that influence property trends, the conclusion(s) presented in the Final Report is valid only for the date(s) stated above.

Staff Profile

Our professional staff has a solid diversity of talents and experience. I hold the MAI and ASA designation, and have enclosed with this letter my resume (Qualifications).

FEES AND TIMING

The total professional fees for the assignment will be as follows:

- Comprehensive Housing Study and Needs Assessment: \$8,500

Moegenburg Research, Inc. is confident we have the credentials to perform a high quality **Comprehensive Housing Study and Needs Assessment** in accordance with the expectations of the City of Ripon. Our report will be issued within six weeks after authorization to proceed. I look forward to speaking with you after your review of our proposal.

Sincerely,



Peter A. Moegenburg, MAI, ASA

If this engagement letter correctly states the nature of the work you wish undertaken at this time and the arrangements proposed are satisfactory, please sign a copy of this proposal where indicated and return it to us as our authorization to schedule the engagement. If you have any questions, please do not hesitate to call.

I thank you for giving us the opportunity to serve you, and look forward to working with you on this assignment.

ACCEPTED:

Mr. Adam Sonntag
City of Ripon

Date: _____

Mr. Adam Sonntag
October 19, 2021
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Moegenburg Research, Inc. Contact Information

Mr. Peter A. Moegenburg, MAI, ASA
Moegenburg Research, Inc.
13500 Watertown Plank Road, Suite 201
Elm Grove, Wisconsin 53122
TEL: 262/782-0780
E-mail: pete@moegenburg.com
www.moegenburg.com

QUALIFICATIONS

PETER A. MOEGENBURG, MAI, ASA
MOEGENBURG RESEARCH, INC.
REAL ESTATE APPRAISAL AND CONSULTING
www.moegenburg.com

AREAS OF SPECIAL COMPETENCE

Valuation of institutional quality real estate including office buildings, hotels, shopping centers, industrial property, multi-family residential complexes, condominiums, vacant land, and commercial mixed-use complexes; feasibility, financial and valuation analysis for development properties and real estate counseling for financial institutions; analysis of portfolio assignments; financial planning and projection, and economic and demographic analysis for municipal clients; business plan creation with corporate and real estate finance application; computer applications to real estate research and valuation analysis.

PROFESSIONAL HISTORY

1994 - Present	President, Moegenburg Research, Inc., Milwaukee, WI
1988 - 1994	Managing Director, Gloodt Associates, Inc., Milwaukee, WI President, Moegenburg Holdings, Milwaukee, WI
1987	Administrator, Commercial Loan Administration Aetna Realty Investors, Hartford, CT
1986	Associate, Aldrich, Eastman & Waltch, Inc. Boston, MA
Prior	Acquisition management and disposition of commercial property in Wisconsin and selected sites nationally.

ACADEMIC BACKGROUND

University of Wisconsin - Madison 1985
MS, Real Estate Appraisal and Investment Analysis

University of Wisconsin - Madison 1982
BBA, Real Estate and Urban Land Economics

INSTRUCTION

"The Valuation of Breweries," Appraisal Institute, Illinois Chapter, 2018.
"Real Property Appraisal Principles," United States Department of Veterans Affairs, 2011.
"The Valuation of Real Estate," School of Business, University of Wisconsin - Milwaukee, 1990.
"Appraisal Theory/Valuation Methodology," American Institute of Banking, 1994.
"Appraisal Methodology and the Valuation Process," Milwaukee Legal Bar Association, 1997.
"Appraisal Methodology and the Valuation Process," Metropolitan Builders Assoc. of Greater Milwaukee, 1997.

PUBLICATIONS

Peter A. Moegenburg, "*Distressed Real Estate: Returning to the Fundamentals Between the Source and Use of Funds*," Real Estate Outlook, Warren, Gorham and Lament, Inc., Volume 13, No. 1, Spring 1990.

13500 Watertown Plank Road | Suite 201
Elm Grove, Wisconsin 53122

TEL: (262) 782-0780
FAX: (262) 782-0794
CELL: (262) 389-0780
pete@moegenburg.com

CLIENTS SERVED

Commercial Banks/Trust Departments/Special Servicers

PNC Bank (Pittsburgh, Pennsylvania)
US Bank (Milwaukee, Wisconsin, Illinois and Minnesota systems)
MB Financial (Chicago, Illinois)
JPMorgan Chase Bank (Chicago, Illinois; Cleveland, Ohio)
BMO Harris Bank (Milwaukee, Wisconsin & Chicago, Illinois)
CIB Marine Bank (Milwaukee, Wisconsin)
Anchor Bank (Madison, Wisconsin)
Southport Bank (Kenosha, Wisconsin)
Johnson Bank (Milwaukee and Madison, Wisconsin)
Citigroup Real Estate, Inc. (Chicago, Illinois)
Bank of America (Chicago, Illinois and San Francisco, California)
Wells Fargo Bank (Milwaukee, Wisconsin, Minneapolis, Minnesota & Chicago, Illinois)
Bank First National (Sheboygan, Wisconsin)
Cole-Taylor Bank (Chicago, Illinois)
Waukesha State Bank (Waukesha, Wisconsin)
Associated Bank (Milwaukee, Wisconsin)
First Internet Bank (Indianapolis, Indiana)
Layton State Bank (Milwaukee, Wisconsin)
The Private Bank (Chicago, Illinois)
Hometown Bank (Fond du Lac, Wisconsin)
First Merit Bank (Chicago, Illinois)
Key Bank (Cleveland, Ohio)
First National Bank (Waupaca, Wisconsin)
Wintrust Financial (Chicago, Illinois)
Seaway Bank (Milwaukee, Wisconsin)
Cornerstone Community Bank (Milwaukee, Wisconsin)
First Bank Financial Center (Oconomowoc, Wisconsin)

Savings Banks

Waterstone Bank (Wauwatosa, California)
Bank Mutual Savings Bank (Milwaukee, Wisconsin)
TCF Banking and Savings (Minneapolis, Minnesota)

Insurance Companies

Allstate Insurance Company (Northbrook, Illinois)
Allianz Insurance Company of North America (Westport, Connecticut)
Nationwide Insurance Company (Columbus, Ohio)
Jackson National Life Insurance Company (Indianapolis, Indiana)
Sun Life Insurance Company (Los Angeles, California)
Thrivent Financial (Appleton, Wisconsin)
American United Life Insurance Company (Indianapolis, Indiana)
Lincoln National Life Insurance Company (Ft. Wayne, Indiana)
Lutheran Brotherhood Insurance Company (Minneapolis, Minnesota)
Northwestern Mutual Life Insurance Company (Milwaukee, Wisconsin)
Prudential Insurance Company (Newark, New Jersey)
American Family Insurance Company (Madison, Wisconsin)
Ohio National Life (Columbus, Ohio)

Credit Unions

Landmark Credit Union (Milwaukee, Wisconsin)
CoVantage Credit Union (Antigo, Wisconsin)
Business Lending Group (Appleton, Wisconsin)
CUNA Mutual (Madison, Wisconsin)

Government Agencies

WHEDA (Madison, Wisconsin)
HUD (Milwaukee, Wisconsin, Chicago, Illinois & Washington, D.C.)
GSA (Chicago, Illinois & Washington, D.C.)
Numerous local Wisconsin, State of Wisconsin and Federal Agencies

Law Firms

Foley and Lardner (Milwaukee, Wisconsin)
Cannon & Dunphy, S.C. (Brookfield, WI)
Reinhart, Boerner, Van Deuren, Norris and Reiselbach, S.C. (Milwaukee, Wisconsin)
Godfrey & Kahn, S.C. (Milwaukee, Wisconsin)
Michael, Best & Friedrich (Milwaukee, Wisconsin)
Davis & Kuelthau (Milwaukee, Wisconsin)
von Briesen and Roper, S.C. (Milwaukee, Wisconsin)
Peckerman, Klein & Van Kirk S.C. (Milwaukee, Wisconsin)
Quarles and Brady (Milwaukee, Wisconsin)
Husch, Blackwell, S.C. (Milwaukee, WI)
Weiss, Berzowski (Milwaukee, Wisconsin)

Litigation Support and Expert Witness Testimony

United States Bankruptcy Court (Milwaukee, Wisconsin)
State of Wisconsin Circuit Court (Milwaukee, Milwaukee County, Wisconsin)
Various municipalities in Wisconsin, Illinois and Minnesota

Corporations

General Electric Company (Stamford, Connecticut)
Kohler Corporation (Kohler, Wisconsin)
Millard Refrigerated Services (Omaha, Nebraska)
WISPARK Corporation (Milwaukee, Wisconsin)
Target Stores, Inc. (Minneapolis, Minnesota)

Investment Advisors/Pension Fund Managers/Capital Corporations

AEW Capital Management, Inc. (Boston, Massachusetts)
Walker & Dunlop (Milwaukee & Madison, Wisconsin; Bethesda, Maryland)
Greystone Funding Corporation (New York, New York)
Grandbridge Real Estate Capital, LLC (Dallas, Texas)
Merchants Capital (Chicago, Illinois)
RED Capital Group (Columbus, Ohio)
Love Funding Corporation (Washington, D.C.)
Northmarq Capital (Milwaukee, Wisconsin)
State of Wisconsin Investment Board (Madison, Wisconsin)
Oak Grove Capital (Minneapolis, MN)
Berkadia Capital Advisors (Chicago, Illinois)
Cohen Financial Corporation (Chicago, Illinois)
Cushman & Wakefield Advisors (Chicago, Illinois)
CBRE (Chicago, Illinois)
Gershman Mortgage Corporation (St. Louis, Missouri)
TIAA/CREF (New York, New York)
Draper & Kramer (Chicago, Illinois)

Investment Banks/Merchant Banks/Conduit Facilitators

UBS Warburg (New York, New York)
Amalgamated Bank (New York, New York)
JP Morgan Chase (New York, New York)
Goldman Sachs Group (New York, New York)
Morgan Stanley Realty Group (New York, New York)

PROFESSIONAL MEMBERSHIPS/AFFILIATIONS

- Appraisal Institute, MAI Member 1992-Present
- American Society of Appraisers, ASA Member 2015-Present
- University of Wisconsin Real Estate Alumni Association Board of Directors (1995 - 2001) 1982-Present
- Certified General Appraiser WI, IL, IN, MI, MN, OH, IA, CO
- Real Estate Appraisers Application Advisory Committee (Wisconsin Department of Safety and Professional Services) 2014 – Present
- Village of Elm Grove (WI) Advisory Committee 2016 – Present 12/20

MOEGENBURG RESEARCH, INC.

Milwaukee, Wisconsin



September 15, 2021

Adam Sonntag
City of Ripon
100 Jackson Street
Ripon, WI 54971

Re: Agreement to Provide Professional Consulting Services
City of Ripon Housing Market Analysis and Housing Needs Assessment

Dear Adam,

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide a Housing Market Analysis and Housing Needs Assessment to the City of Ripon (Client). All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

I. PROJECT UNDERSTANDING

The City of Ripon wishes to complete a city-wide housing market analysis and needs assessment that will guide its immediate and future housing strategy. The study will assess the existing housing supply, identify issues and gaps related to housing, establish a demographic profile of the community, project current and future demand for housing using available data related to housing within the City. It is anticipated that this study will begin in late October 2021 and be completed by March 2022.

II. SCOPE OF SERVICES

A. General

1. Consultant shall prepare a city-wide housing market analysis and housing needs assessment.

B. Specific Services Provided by Consultant

1. Engagement

Stakeholder engagement is essential to developing a quality housing strategy. Our proven planning framework establishes expectations and opportunities for involvement in the strategy development process.

- a) **Kick-off Meeting** – Consultant will meet with the City Administrator to develop, discuss and refine goals, participation plan, schedule, milestones and deliverables for the project.
- b) **Review Existing Plans** – In addition to reacquainting ourselves with the Community's existing plans, including the Comprehensive Plan, we will review other existing documents and information relevant to zoning,

codes, development plans, Tax Increment Districts, and incentives that may impact housing and economic development.

- c) **Stakeholder Focus Groups** – Consultant will conduct two (2) focus groups with stakeholders impacted by the housing market. Categories of focus group participants to consider include employers, rental property owners, tenants, homeowners, lenders, realtors/brokers, builders, non-profits and social welfare organizations.

- (1) Prepare a summary of focus group discussions.
(2) Results will guide the creation of the recommended actions.

2. **Assessment**

The assessment phase will focus on reviewing existing plans, collecting data and researching sales, rentals, demand and nearby competition.

- a) **Demographic Profile** – Consultant will produce a city-wide demographic profiled population, households, workforce and economic data. Including 5 and 10-year population projections. County and State data shall be included where appropriate in order to make comparisons and provide context. Our analysis of demographic, household and economic data shall be used to determine the impact on housing strategies for the City.
- b) **Housing Stock Analysis** – Consultant shall conduct an analysis of characteristics of existing housing stock based on the collected and available data on occupancy, vacancy, tenure, and average property values and rents, unit type and property age. Depending upon the data that is available from the City and partners, an assessment shall also be made of single- and multi-family construction activity and trends by size, type, and price point.
- c) **Sales Market Analysis** – Consultant shall conduct a sales market analysis using available data. This shall include an overview of the current inventory of housing units at different price points. This data shall be used to determine the gap between current and future needs and availability of for-sale housing stock.
- d) **Rental Market Analysis** – Consultant shall conduct an analysis of the rental housing market using available data. This shall include an overview of the current inventory of rental housing units by type. This data shall be used to determine the gap between current and future needs and availability of for-rent housing stock.
- e) **Current Demand and Supply** – A summary of current housing market demand and supply shall be prepared in order to provide the amount of housing needed to meet current demand while maintaining a healthy vacancy rate.
- f) **Future Demand Projections** – A summary of future housing market demands shall be created by Consultant for 5- and 10- year increments and shall take into account household income which influences the decision to rent versus own and type of housing preferred.
- g) **Competing Communities** – Using information from the economic census, commuting patterns, City, DOA, regional planning and information from stakeholders interviews, Consultant will identify and assess the communities that compete with Ripon for the residential housing of persons employed in Ripon.

3. **Implementation**

a) **Comprehensive Recommendations**

Using the information gathered up to this point, the Consultant develops specific recommendations to achieve the main objectives of the study.

b) **Incentive Programs**

We will provide potential funding sources that the City may use to spur housing development.

4. **Final Document**

a) **Draft** – Prepare a draft Housing Market Analysis and Housing Needs Assessment that will outline the recommendations that the City may use to promote housing.

b) **Meeting** – Video conference with City staff to review the draft document and make edits.

c) **Present** – Present the draft Housing Market Analysis and Housing Needs Assessment to the City Council for discussion.

d) **Revise** – Revise the draft Housing Market Analysis and Housing Needs Assessment consistent with the direction provided by the City Council.

e) **Final** – Provide the Final Housing Market Analysis and Housing Needs Assessment to the City Administrator.

C. **Additional Services if Requested by Client**

If requested by Client, Consultant is prepared to provide the following additional services:

1. **Additional Meetings:** Additional Stakeholder meetings/interviews beyond what is included within this scope.
2. **Strategic Planning & Outreach:** As part of the implementation plan, we can conduct targeted outreach with individuals and groups who will be essential for implementing elements of the plan. Targeted outreach may include brokers, developers, civic organizations and regional and state partners who can provide support or investment in housing throughout the community. This outreach will confirm market findings, identify additional opportunities in the marketplace and build support and momentum for implementation activities to jump start plan activity. In the end, provide strategies to implement the housing plan.
3. **Implementation Matrix:** A set of housing initiatives, which capitalize on identified opportunities, will be described in an implementation matrix. A range of recommendations will be identified to provide for continued momentum, including near-term, visible demonstrations of progress to catalyze public interest. The matrix will identify responsible parties, timing and available financing sources for each action item.
4. **Additional Meetings:** Present the draft Housing Market Analysis and Housing Needs Assessment to the CDA and/or Housing Committee for discussion and any other additional meetings other than meetings listed in Section II.B. of this scope (assumes travel and 2-hour meeting per occurrence).
5. **Tax Increment Financing District Assessment:** We will complete an assessment of the City's current TIDs. This assessment will include amounts budgeted for planned TID projects and expenditure categories and any opportunities to use the TIF to advance current economic development goals.
6. **Development/Redevelopment Site Concept Site Design and Financial Analysis:** With input from the City, property owners, and based on market findings, priority redevelopment or reuse sites can be selected for more detailed conceptual site

planning. The concept site design process will allow an estimate of the square footage the sites can yield and will allow basic financial modeling of the potential project. Financial modeling will take into consideration the following (based on industry standards or local data as available):

- a) Property acquisition costs.
- b) Site preparation and construction costs.
- c) Anticipated future property tax revenue.

NOTE: These services are not part of this Agreement. A separate Agreement or Amendment to this Agreement will be necessary to formally contract for this work.

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

In addition to the "Services Not Provided as Part of This Agreement" section indicated in the attached General Terms and Conditions, the following services are not included as part of this work.

- A. Cost estimates for specific housing improvement measures.
- B. Services related to implementation of projects including administration, financing, development agreements, design, permitting, and other related implementation activities.
- C. Consultant will not enter any properties to conduct physical inspection of property conditions.

IV. INFORMATION PROVIDED BY OTHERS

In order to complete our scope of services, the following information shall be provided by others:

- A. The Client will work with the Consultant to develop and appropriate Housing Market Analysis and Housing Needs Assessment.
- B. The Client will suggest names for the focus groups and invite those individuals to a focus group meeting.
- C. The Client will schedule focus group meetings.
- D. The Client will provide planning studies and data in its control that relate to housing within the City, (such as building permits and assessor's data).
- E. The Client will provide an appropriate logo and any document design requirements to be consistent with any desired branding.
- F. The Client will provide GIS shapefiles or GIS databases as needed.

V. SCHEDULE

The scope of services shall take place over a 6-month period, from October 2021 to March 2022.

VI. SCHEDULE OF DELIVERABLES

The following deliverables shall be provided to the Client throughout the course of the project:

- A. Draft Housing Market Analysis and Housing Needs Assessment;
- B. Final Housing Market Analysis and Housing Needs Assessment.

VII. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Mark Steward, AICP, Project Leader. He, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Mark Steward, AICP.

The Client designates Adam Sonntag as its representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

VIII. FEES

A. The fixed fee to provide the scope of services described herein is:

- 1. Housing Market Analysis and Housing Needs Assessment.....\$7,500
- 2. Additional Services, if Requested by Client:
 - a) Additional Stakeholder Meetings..... \$400/meeting
 - b) Strategic Planning & Outreach Time & Expense
 - c) Implementation Matrix..... Time & Expense
 - d) Additional Committee Meetings..... \$400/meeting
 - e) Tax Increment Financing District Assessment Time & Expense
 - f) Development/Redevelopment Site Concept Design & Financial Analysis ...
..... Time & Expense(For VIII A.2. b, c, e, and f – estimates to be provided prior to authorization based on discussions.)

B. These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.

C. Reimbursable expenses are included in the above-stated fees.

IX. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 11-6-18 and attached hereto are incorporated herein by reference.

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to our Reedsburg office. Should you have any questions or require any additional information, please feel free to contact me.

Sincerely,



Mark Steward, AICP
Project Leader

Enclosure: General Terms and Conditions

AUTHORIZATION TO PROCEED

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

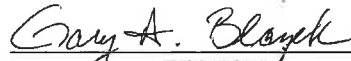
Client

Adam Sonntag
City of Ripon
100 Jackson Street
Ripon, WI 54971

Date


Witness

Consultant



Gary Blazek, Director
Vierbicher Associates, Inc.
400 Viking Drive
Reedsburg, Wisconsin 53959

September 15, 2021
Date



Witness

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**VIERBICHER ASSOCIATES, INC. (CONSULTANT)
GENERAL TERMS AND CONDITIONS OF SERVICES**

1. Services Not Provided as Part of This Agreement

Environmental studies, resident construction observation services, archaeological investigations, soil borings, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

2. Hazardous Environmental Conditions

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). If Client is the owner of the project site, Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

3. Additional Services

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard agreement.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

4. Client's Responsibility

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.
- D. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.
- F. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- G. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- H. For projects involving construction, if Client designates a Construction Manager or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant and make a part of this Agreement.
- I. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information.

5. General Considerations (for projects involving construction)

- A. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant 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 between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Consultant.

6. Fees

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.

- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90 days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.
- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform you in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

7. Sales Tax for Landscape Design Services

State and local sales tax will be applied to projects for Landscape Design Services, where applicable. The sales tax will be reflected on regular Client invoices. Should sales tax be imposed, they shall be in addition to Consultant's agreed upon compensation.

Those services subject to the sales tax will be identified in the Agreement and on invoices sent to the Client.

Applicable sales tax will not be applied to projects for Landscape Design Services if the Client provides a Tax Exempt Certificate.

8. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.
- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute.

9. Insurance

A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. Consultant also carries professional liability insurance. Certificates of Insurance will be provided upon written request.

B. Client

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance. Client waives all claims against the Consultant arising out of losses or damages to the extent such losses or damages are covered by the foregoing insurance policies maintained by the Client.

C. Contractor

The Consultant shall procure from the Contractor, as directed by the Client and/or as provided in the Scope of Services, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Consultant as an additional insured under the Contractor's general and auto liability policies.

10. Limitations of Liability/Indemnity

- A. In recognition of the relative risks, rewards and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total aggregate liability to the Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes, shall not exceed the net fee received by Consultant, not including reimbursable subconsultant fees and expenses. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of Agreement or breach of express or implied warranty.
- B. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees recoverable under applicable law, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.
- C. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

11. Use of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of planning, constructing, occupying or maintaining the project or as otherwise intended. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement in the applicable reuse or modification, shall be at Client's sole risk, and Client agrees to waive all claims against and defend, indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

12. Survey Stakes for Construction (for projects involving construction)

Stakes placed by Consultant for use by the Contractor shall only be used for the specific purpose indicated. Any use of stakes by the Client for purposes other than indicated and/or communicated by the Consultant, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless for all claims, damages and expense, including attorneys' fees, arising out of such unauthorized use by Client or others acting through Client.

13. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by Contractors during bidding and/or construction from QuestCDN.com or as specified in this Agreement

for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

14. Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

15. Approvals

Client acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside the Consultant's control. Consultant does not guarantee reviews or approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

16. Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantify, or warrant the existence of conditions that Consultant cannot ascertain.

17. Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claims against Consultant because of this Agreement or Consultant's performance of services hereunder.

18. Consequential Damages Waiver

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of Agreement and breach of warranty.

19. Standard of Care

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement shall be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

20. Termination

The obligation to provide further services under this Agreement may be terminated:

A. For Cause

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
2. By Consultant
 - a. Upon seven days written notice if Consultant believes that he is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.
 - b. Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.
 - c. Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

21. Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. This shall include mass illness caused by a pandemic and potential government pronouncement of the pandemic.

22. Successors, Assigns and Beneficiaries

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

23. Municipal Financial Advisor Services

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

24. Controlling Laws

This Agreement is to be governed by the laws of the state in which the project is located and in force at the time of completion of deliverables.

25. Entire Agreement

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and may be changed, amended, added to, superseded, or waived only if Client and Consultant specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these General Terms and Conditions, the proposal, Agreement, purchase order, requisition, notice to proceed, or like document, these General Term and Conditions shall govern.



RIPON POLICE DEPARTMENT

A SAFE ENVIRONMENT THROUGH POLICE AND CITIZEN INTERACTION

100 E Jackson St ♦ Ripon, WI 54971 ♦ 920-748-2888 ♦ Fax: 920-748-5347

November 8, 2021

To City Administrator Adam Sonntag, Mayor Grant, and Members of the Common Council

Re; November 05, 2021 Wine Walk and New Ordinance concerning Open Containers for Event Purposes.

This memorandum is to advise you that on November 05, 2021 Ripon Main Street Inc. organized an event in the 100, 200, and 300 blocks of Watson St for their Fall Wine Walk. This event utilized the newly created ordinance for open containers and consumption of intoxicants. By estimates and tickets sold there were approximately 400 participants to this event in the downtown area. City Council members had expressed a follow up report in reference to the event and the use of the ordinance passed allowing open intoxicants in certain areas during an event such as this.

Ripon Main Street hired three Fond du Lac Sheriffs Reserve Deputies for the event to provide security and maintain the boundaries for the event.

I am pleased to report that there were no issues that I am aware of concerning the use of the new ordinance for this event. Officers reported a high number of people in the area and did not observe any violations of law, and no reports of any disorderly behavior or damage to property. By all reports the crowd that was involved in this event was very well behaved.

Please feel free to contact me with any questions.

Respectfully submitted;

Chief Bill Wallner

City of Ripon Police Dept.