



# **CITY OF MONROE FINANCE AND TAXATION COMMITTEE AGENDA**

**Date: March 25, 2024**

**Time: 5:30 PM**

**Place: City Hall Council Chambers - 1110 18th Ave**

***This meeting will be streamed live for public viewing. You may access the live streaming and later archived video at [cityofmonroe.org](http://cityofmonroe.org) - Government tab - Meeting Video Center.***

- A. CALL TO ORDER AND ROLL CALL
- B. CORRECTION OF MINUTES - MARCH 11, 2024
- C. BUSINESS: OPEN
  - 1. Discussion on Agreement for Donation of Farmer's Market Land to GCDC for Home Construction Cooperative Program
    - Individual Requesting Item      City Administrator
    - Expected Length of Discussion    5 min
  - 2. Discussion and Consideration of Comprehensive Finance Policy Update Regarding Sale of Capital Equipment
    - Individual Requesting Item      City Administrator
    - Expected Length of Discussion    10 min
  - 3. Recommend to Common Council Accounts Receivable and Personal Property Tax Write Offs
    - Individual Requesting Item      City Administrator
    - Expected Length of Discussion    10 min
  - 4. Approval on Proposal for Repairs at the MERIT Center
    - Individual Requesting Item      Fire Chief Rufer
    - Expected Length of Discussion    10 min
- D. BUSINESS BY MEMBERS
- E. ADJOURNMENT

***This Finance and Taxation Committee may take any action it considers appropriate related to any item on this agenda.***

Requests from persons with disabilities who need assistance to participate in this meeting, including need for an interpreter, materials in alternate formats, or other accommodations, should be made to the Office of the City Clerk at (608) 329-2564 with as much advance notice as possible so that proper arrangements can be made.

**Members: Chair Richard Thoman, Mary Jane Grenzow, Heidi Treuthardt and Chris Schindler**



## City of Monroe Item Coversheet

**Meeting Date:** 3/25/2024

**Individual Requesting Item:** City Administrator

**Expected Length of Discussion:** 10 min

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### Issue

Current policy for sale of city property capital assets are inconsistent in our comprehensive financial policy, and have determined a need to amend.

### Background Information

### Financial Impact

### Recommendation

Recommend maintaining that capital assets sales are recorded in the general fund, but included a provision that the Finance and Taxation committee can approve for revenue of a particular asset to be recorded back into the capital fund. This would be recommended if the sale varied from the budget considerations (such as trade in versus sale decisions).

### ATTACHMENTS:

Description	Type	Upload Date
Memo	Cover Memo	3/20/2024
Policy	Backup Material	3/18/2024



**CITY OF MONROE**

1110 18<sup>th</sup> Avenue | Monroe, WI 53566

(608)329-2527

[www.cityofmonroe.org](http://www.cityofmonroe.org)

**Brittney Rindy**

**City Administrator**

[brindy@cityofmonroe.org](mailto:brindy@cityofmonroe.org)

**MEMORANDUM**

To: Common Council  
From: Brittney Rindy, City Administrator  
Date: March 20, 2024  
Re: Finance Policy Update – Disposal of Supplies and Equipment

The City of Monroe Comprehensive Financial Policy Section 1.16 Disposal of Supplies and Equipment is currently as follows:

**1.16 DISPOSAL OF SUPPLIES AND EQUIPMENT**

Supplies or Equipment no longer serving a useful purpose shall be disposed by transferring the material to a department which might have a use, by public auction or in such manner considered to be in the best interest of the city. Proceeds of the sale of city property will be received to the general fund, except for utilities. Trade ins are acceptable with support of comparable fair market value.

It is recommended to amend that to read:

**1.16 DISPOSAL OF CAPITAL ASSETS**

Capital assets no longer serving a useful purpose shall be disposed of by transferring the asset(s) to a department which might have a use, by public auction or in such a manner considered to be in the best interest of the city. Proceeds of the sale of city property will be received to the general fund, except for utilities. *An exception may be approved by the Finance and Taxation Committee to receipt the sale to the capital fund when the sale of the asset is intended to offset the expenditure for the new asset, as the sale was deemed to be more fiscally responsible than a trade-in.* Trade-ins are acceptable with support of comparable fair market value.

The purpose of this policy is to ensure that the staff are optimizing the return from disposing equipment, while also ensuring we are remaining in line with the budgeted expenses.

**5.8.2 POLICY (FIXED ASSETS)**

(F)(5) For assets that were sold, traded, transferred, junked or are obsolete – please complete the Fixed Asset Disposition form. *All sales of general fund fixed assets are to be receipted as indicated in 1.16 Disposal of Capital Assets section.*

Current Policy (when created comprehensive missed this contradictory section):

truck#563.

- (5) For assets that were sold, traded, transferred, junked, or are obsolete – please complete the Fixed Asset Disposition form. All sales of general fund fixed assets are to be entered into either one of two accounts: #160-48150-000 Sale of City Vehicle or #161-48150-000 Sale of City Property. The sales proceeds are not to be returned to the specific Department Capital account.



- vii. Miscellaneous expenses (i.e., entertainment). Receipts for entainment must include a note that indicates the business purpose of the entertainment, the names of the persons involved and the business relationship.

See section 1.7.3 regarding Sales Tax while Traveling.

#### **1.14.3 Other Expenditures:**

- (a) The City does not reimburse employees for snacks or alcoholic beverages.
- (b) Mileage – for the use of personal vehicles for City business is paid at the current IRS rate.
- (c) Others – a receipt for the vendor detailing all goods or services purchased (including the class of service for transportation) and the specific business purpose. Other expenditures that are reimbursed include, but are not limited to safety shoes, safety glasses and CDL license. Employees who are required to wear safety boots can enroll in either a one year or two-year program. Those choosing the one-year program will receive up to \$75.00 each calendar year or up to \$150.00 every other year for those in the two-year program. Safety glasses are reimbursed up to \$75.00 for frames and up to \$175.00 for shields and frames. The City will reimburse the difference of a regular license versus a CDL (\$40.00) for employees who hold this license.

#### **1.15 CITY-WIDE CONTRACTING**

Pre-approved-City-Wide Standard Contracts.

Departments shall purchase standard products or services from contracts negotiated for City-Wide use. Examples of such contract may include office supplies, janitorial supplies, copy paper, copier maintenance, IT, etc.

#### **1.16 DISPOSAL OF SUPPLIES AND EQUIPMENT**

Supplies or Equipment no longer serving a useful purpose shall be disposed by transferring the material to a department which might have a use, by public auction or in such manner considered to be in the best interest of the city. Proceeds of the sale of city property will be receipted to the general fund, except for utilities. Trade ins are acceptable with support of comparable fair market value.

#### **1.17 MAJOR EQUIPMENT AND VEHICLE POLICY**

The following procedure shall be used by all departments when purchasing any vehicle or major piece of equipment. The steps are as follows:

- (a) Funding for specific vehicle and equipment purchases are approved during the budget process by the Mayor, Finance Committee, and ultimately adopted by the full Common Council.
- (b) The department head is then responsible to inform the Standing Committee of the Common Council that they work with about the details of the impending vehicle/equipment purchase.
- (c) Standing Committee approves purchase.
- (d) When purchasing a piece of equipment costing \$10,000 - \$25,000, competitive quotes or bids must be taken. Committee bids must be taken when purchasing any vehicle, or any other piece of equipment costing \$25,000 or more. Finance Committee approval is

- (c) **Restricted Fund Balance amounts** consist of funds that are enforceable due to external legal restrictions as defined by GASB Statement No. 34 or be enabling legislation as defined by GASB Statement No. 46.
- (d) An example of Restricted Fund Balance amounts are amounts from Bond proceeds that are legally restricted to be spent on a specified project, or amounts in a Debt Service Fund that are legally restricted for the repayment of debt.
- (e) All **Undesignated Fund Balances** will be re-designated as either Committed, Assigned, or Unassigned.
- (f) **Committed Fund Balance amounts** consist of funds where the constraint on spending is self-imposed by formal action of the highest level of the Common Council. These amounts cannot be used for any purpose unless the government removes or changes the specified use by taking the same type of action to commit the fund balances (e.g., via ordinance or resolution). Action to commit by the Common Council must occur before the end of the fiscal year.
- (g) **Assigned Fund Balance amounts** consist of funds that are constrained by the government's intent to use the funds for a specific purpose. This intent can be made by the City Administrator; to whom the Common Council has delegated the authority. The amount assigned must be reported as a positive amount, and should not cause a deficit. Assigned balances can be changed or removed by the Common Council, or an official authorized by the Common Council.
- (h) **Unassigned Fund Balance accounts** consist of funds that are remaining after all other funds have been designated elsewhere.

The Fund Balance policy for the City of Monroe states that the City will commit 25% of the City's general fund expenditures, excluding refinancing of debt, as the minimum amount that the City will maintain for Committed Working Capital. The total annual expenditure amount to be used for the calculation will come from the prior year expenditures as of February 28th of the current year. That amount can be adjusted with completion of the audit, if necessary. Working Capital is defined as funds set aside for cash flow purposes. Any Working Capital funds used must be replenished by the end of the fiscal year. Funds above and beyond this amount that are not designated as Nonspendable or Restricted will be designated as Assigned or Unassigned on an annual basis as the Fund Balance amounts are determined at year end.

If at such time the City determines that a portion of the Committed Working Capital amount needs to be either decreased or increased due to unforeseen economic issues a resolution determining the new Committed Working Capital amount will be required.

#### 5.8.1 Purpose

This policy establishes the minimum cost value (capitalization amount) that shall be used to determine the capital assets, including infrastructure assets that are to be recorded in the City's annual financial statements. This policy also addresses other considerations for recording and depreciating fixed assets of the City of Monroe and Monroe Utilities (hereinafter referred to as the Employer).

#### 5.8.2 Policy

- (a) **Fixed Asset Defined:** Fixed Assets are assets acquired or constructed for the use of the Employer in the performance of their day-to-day operations.

Fixed Assets that are presented on Financial Reports for the Employer do not represent financial resources that are available for expenditure. They represent items that have been acquired using financial resources and need to be accounted for as such.

- (1) For purposes of accounting the Employer will treat any asset (with the exception of leased or donated assets) which meets the following two conditions as a Fixed Asset;
  - i. The estimated useful life of the assets is greater than 1 year.
  - ii. The total cost of the asset is greater than \$5,000.
  - iii. The City reports all major general infrastructure assets constructed or acquired with an original cost of \$25,000 as capital assets.
- (2) Assets that don't meet both conditions above will be treated as inventory items or general maintenance items depending on circumstances. The inventory items will be reported as such on the balance sheet as it is related to its particular division of the Employer.

(b) **Leased Assets Defined:** Leased Assets will be treated as fixed assets if they meet the \$5,000 cost requirement, the 1-year useful life requirement, and at least one of the following conditions:

- (1) Ownership of the assets transfers to the Employer at the end of the lease term.\*
- (2) The lease contains a bargain purchase option.
- (3) The lease term is equal to 75% or more of the estimated useful life of the asset.
- (4) Leased Assets will be recorded at their fair market value when the lease is entered into.

\*Language applies until implementation of GASB No. 87

(c) **Donated/Contributed Assets Defined:** Donated or Contributed Assets that meet the requirements of cost and useful life will be recorded at their fair market values upon receipt.

(d) **Recorded Costs:** The asset value when purchased will be the initial cost plus the trade-in value of any old asset traded, plus all costs related to placing the asset into operation. The cost of self-constructed assets will include all costs of construction.

Class of Asset	Examples of Costs to be Capitalized
Land	Purchase price or market value, closing costs, cost of preparing land for use, demolition of existing buildings and improvements.
Machinery and Equipment	Purchase price, freight charges, assembly, installation
Land Improvements	Included parking lots, outdoor lighting, fences, tennis courts, playground equipment, athletic fields, trails, retaining walls.
Buildings	Materials, labor, design costs, site excavation, purchase price.
Building Improvements	Component units when separately replaced. Major renovation or alterations of original building.
Intangible Assets	Software, land use rights, patents, copyrights, trademarks.
Infrastructure	Asphalt, curb & gutter, concrete, sidewalks, detention ponds, manholes, storm drainage, water and sewer mains, hydrants, meters.

**Useful Lives** – Consider the following when determining the useful life of an asset:

- (1) The length of time these assets have historically lasted.
- (2) Anticipated changes in technology.

- (3) Specific asset use.
- (4) Maintenance practices – among City departments, similar assets may be assigned differed useful lives, depending on asset use and maintenance.

(e) **Table of Asset Life Guidelines**

Buildings	25 years	Building Remodel	15 years
New Parking Lots	25 years	Paving	15 years
New Tennis Courts	15 years	Vehicles	5 years
Resurface Tennis Courts	5 years	Heating/AC Units	10 years
Major Moveable	5 years	Playground Equipment	5 years
Baseball Backstops	15 years	Fencing	25 years
Lighting	15 years	Scoreboards	5 years
Drinking Fountains	15 years	Roadways	25 years
Signage	15 years	Bridges	50 years
Storm Drainage	50 years	Traffic Lights	15 years
Sidewalks	30 years	Alleys	25 years
Parking Meters	15 years	Runways	10 years
Detention Ponds	75 years	Radio Equipment	5 years

(f) **General Guidelines for Division Supervisors**

- (1) Fixed Assets must be a budgeted item using a capital material number.
- (2) For major projects (example: soccer fields, tennis courts, etc.) the Comptroller, or their designee ay set up new material number for that project. The TOTAL cost of the project will be sued for the fixed assets, even though several vendors may be used.
- (3) Purchase of a vehicle: Even if different vendors are used for separate items of the vehicle as long as it becomes “part of the vehicle” and will be sold as one unit, it should be combined for the total cost f the vehicle. **Example:** If putting a radio in the truck, but the radio will not be sold with the truck do not use a capital material number for the radio. That will need to have a separate operating material number.
- (4) The fixed asset documentation should include all invoices, vouchers, and the resolution if one was passed by Coty Council with the Fixed Asset Activity Form. FI there are several vendors and invoices, it may be helpful to include a summary spreadsheet. It is also helpful to include the vehicle or machinery number, i.e., truck#563.
- (5) For assets that were sold, traded, transferred, junked, or are obsolete – please complete the Fixed Asset Disposition form. All sales of general fund fixed assets are to be entered into either one of two accounts: #160-48150-000 Sale of City Vehicle or #161-48150-000 Sale of City Property. The sales proceeds are not to be returned to the specific Department Capital account.
- (6) For Utilities Fixed Assets: the Water Utility would refer to the late rate case approved by the Public Service Commission (PSC) for depreciation rates. In 2015, the Wastewater Treatment Plant started following the PSC Guidance for Municipally Owned Sewer Utilities.
- (7) The salvage value of capital assets is estimated to be immaterial to the financial statements. Therefore, generally the City will not record salvage value on capital assets.



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**Brittney Rindy**

**City Administrator**

[brindy@cityofmonroe.org](mailto:brindy@cityofmonroe.org)

**MEMORANDUM**

To: Common Council

From: Brittney Rindy, City Administrator

Date: March 19, 2024

Re: Uncollectible Accounts Receivable and Personal Property Tax Write Offs

Following our Accounts Receivable policy for accounts past due, it is recommended to write off \$7250.04 of funds determined to be uncollectible in accounts receivable, in addition to \$610.62 for 2021 and 2022 Personal Property tax deemed uncollectible. The policy follows a phased process to attempt to collect delinquent receivables over time and when allowable they are submitted to collections or added to the tax roll. The items requested below were not capable to follow that process due to various reasons such as they are unable to be contacted, they no longer own the property, etc.

The Personal Property tax write offs are due to a personal property tax that was taxed to a closed business or duplicate tax account. A portion is charged back to the other taxing jurisdictions, so the request is only to write off the city's portion.

Finance and Taxation is able to approve the write offs presented with the exception of recommending to Common Council the write off of the \$6,194.13 for the street light repair, as that is greater than the threshold of \$2500.

Details of both the AR and PP Tax deemed uncollectible is included below:

**Accounts Receivable Uncollectible:**

Mowing	0069	\$ 260.03
Frozen Meter	0062	\$ 126.60
Frozen Meter	0065	\$ 126.60
Accident Clean Up	0066	\$ 24.23

Accident Clean Up	0150	\$ 92.27
Fuel Tank Pick Up	0067	\$ 73.84
Accident Clean Up	0149	\$ 96.23
Repair Street Light	0087	\$ 6,194.13
Accident Clean Up	0068	\$ 256.11

\$  
7,250.04

#### Personal Property Tax Uncollectible:

##### 2021

Parcel Number	Owner	Property Address	Current Due	PC-200 elig	City Portion
01740111	Fantastic Sam's	301 W 6th Ave Unit 125	\$ 278.94	Sent 03-29-2023	111.98
02400001	Haircrafters Beauty Shop	616 8th Ave	\$ 2.58	Sent 03-29-2023	0.97
02810001	Knautz Home Care Inc	822 15th Ave	\$ 14.55	Sent 03-29-2023	5.84
03280001	Moe's The Lady Barber Shop	718 16th Street	\$ 7.71	Sent 03-29-2023	2.92
08080001	FudgeRaisers	142 N 18th Ave	\$ 31.54	Sent 03-29-2023	12.66
			\$ 519.00		
		PC-200 Totals	\$ 335.32		
		City Portion	134.37		
		Other Taxing Jurisdiction	\$ 200.95		

##### 2022

Parcel Number	Owner	Property Address	Current Due	PC-200 elig	City Portion
01590011	Katy Lounsbury Law Office LLC	1211 17th Ave	\$ 13.48	Sent 3/20/2024	\$ 4.70
01670001	Erickson Plumbing Heating, Inc	2975 9th Ave	\$ 26.95	Sent 3/20/2024	\$ 9.39
01710001	Ewald, Voegeli & Bartholf		\$ 167.06	Sent 3/20/2024	\$ 58.24
02810001	Knautz Home Care Inc		\$ 13.48	Sent 3/20/2024	\$ 4.70
03440001	Monroe Foot Clinic SC		\$ 326.04	Sent 3/20/2024	\$ 113.66
08080001	Fudgeraiser		\$ 26.95	Sent 3/20/2024	\$ 9.39
20221601	NAPA Auto Parts		\$ 1,185.60	Sent 3/20/2024	\$ 413.31
		PC-200 Totals	\$ 1,719.13		
		City Portion	476.25		
		Other Taxing Jurisdiction	\$ 1,242.88		

**RESOLUTION AUTHORIZING ACCOUNTS RECEIVABLE WRITE-OFFS AND  
ACCOUNTING ADJUSTMENTS**

*BE IT RESOLVED* by the Common Council of the City of Monroe, by the recommendation of the Finance and Taxation Committee, authorizes the following write-off and accounting adjustments for the delinquent receivables deemed uncollectible:

General Fund	Acct: 0087	\$ 6,194.13	Street Light Repair
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OFFERED BY THE FINANCE AND TAXATION COMMITTEE:

Dated the 1<sup>st</sup> day of April, 2024

Approved:

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Mayor



**City of Monroe**  
**Item Coversheet**

**Meeting Date:** 3/25/2024

**Individual Requesting Item:** Fire Chief Rufer

**Expected Length of Discussion:** 10 min

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**Issue**

This is a request for approval to move forward with the needed repairs to the “Splash Tower” training prop at the MERIT Center. The need for these repairs was identified during an onsite inspection by Fire Safety Inspection Services and described in their report that was submitted in the fall of 2023. After receiving their report we contacted four local contractors and asked that they provide a quote for doing the needed repairs. One contractor submitted a quote while a second contractor informed us that we would need to hire someone to engineer the repairs before they would quote the work for the project. We received a quote from Fehr Graham for these engineering services. A third contractor informed us that they were unable to quote the project at this time because of a backlog in work. The fourth contractor looked at the project, but we never heard back from them.

**Background Information**

**Financial Impact**

**Recommendation**

**ATTACHMENTS:**

Description	Type	Upload Date
Ferh Graham Design	Backup Material	3/20/2024
Stone Mill Proposal	Backup Material	3/20/2024
Drill Tower Report	Backup Material	3/20/2024



Sent via Electronic Mail

December 19, 2023

Mr. Jeff Neises  
City of Monroe  
1110 18th Avenue  
Monroe, Wisconsin 53566

**Re: Proposal for Structural Design Services  
Merit Center Practice Tower – Structural Bracing Design, Monroe, WI**

Dear Mr. Neises:

Fehr Graham is pleased to present you with the following proposal for structural design services as they relate to the above-referenced project. As we understand, The City of Monroe needs a steel cable bracing design for the firefighter practice tower at the Merit Center based on a structural report received earlier this year.

Based on this understanding, the following is our anticipated Scope of Services.

## **SCOPE OF SERVICES**

Fehr Graham will design structural steel cable bracing members for the drill tower located at the Merit Center, located at 155 North 29th Avenue in Monroe, Wisconsin. The scope of work is limited to the following:

### **Structural Site Analysis**

Fehr Graham will conduct a visual site assessment and take photographs of the sections of the tower that are of concern. Fehr Graham will take photographs and measurements required for the design of the desired steel bracing.

### **Structural Design and Drawings**

Fehr Graham will calculate, and design steel cable members and connections required for X-bracing at sections as required by analysis. Structural drawings will be provided.

## **EXCLUSIONS**

The following items are **not** included in the scope of services:

- » Architectural details and building envelope modifications.
- » Architectural code review.
- » Permitting services.
- » Construction services.
- » Surveying.
- » Load testing.
- » Non-destructive testing and material testing.

*Any of the above services can be performed at an additional cost to the project upon request.*



December 19, 2023  
Mr. Jeff Neises  
City of Monroe  
Proposal for Structural Design Services  
Merit Center Practice Tower – Structural Bracing Design, Monroe, WI  
Page 2

## FEES

Based on the information available at this time, we are prepared to provide these services as outlined for \$5,000.

*Payment for the services rendered will be requested via a monthly invoice.*

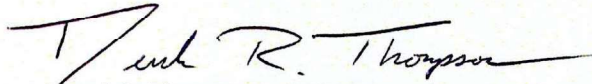
*\*\*Reimbursables are not to exceed more than 15% markup.*

## AUTHORIZATION

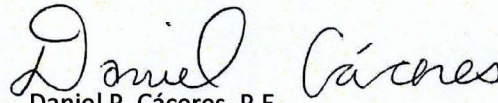
We trust that the information we have provided is in line with your expectations. If this proposal meets your approval, please sign and return the enclosed Agreement for Professional Services, which will serve as your official authorization for us to proceed with the proposed work scope. If you should have any questions, please do not hesitate to contact me.

As always, Fehr Graham is willing to commit the necessary resources to this project to provide timely and competent solutions to ensure that this project moves forward. We look forward to working with you on this project.

Respectfully submitted,



Derek R. Thompson, P.E.  
Branch Manager



Daniel P. Cáceres, P.E.  
Lead Structural Engineer

DRT/DPC:dld

Attachment (Agreement for Professional Services)

N:\Proposals\2023\Cheyenne Hoffman\City Of Monroe\Merit Center Structural Design\S-12 - City Of Monroe 2023-12-19 Merit Center Structural Proposal.Docx

## AGREEMENT FOR PROFESSIONAL SERVICES

Client Mr. Jeff Neises  
City of Monroe  
1110 18th Avenue  
Monroe, Wisconsin 53566

608.329.2533

Description of Services:

**City of Monroe – Structural Design Services - Merit Center Practice Tower Structural Bracing Design, Monroe, WI**

Fehr Graham will provide a Structural Design for the Merit Center Practice Tower as outlined in our December 19, 2023, proposal letter.

COST:

The fixed fee for performing the above services is \$5,000.

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:

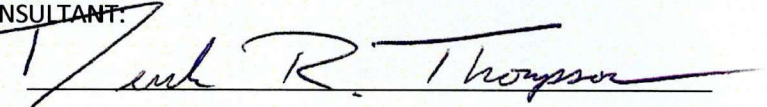
Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date Accepted \_\_\_\_\_

CONSULTANT:

By  \_\_\_\_\_

Name Derek R. Thompson

Title Branch Manager

Date Proposed December 19, 2023

23-1889



## GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.  
  
The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.
10. Estimates of Fees – When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.



Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability – Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) 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. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
21. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
22. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Stephenson County, Illinois.





# ESTIMATE

N3029 14th Avenue  
Monroe, WI 53566  
Phone 608-325-6000  
Fax 608-325-6600

ESTIMATE NO: 10302023  
DATE: 10/30/2023  
PROJECT NAME:

OWNER NAME: Chuck Montgomery  
Jeff Neises

ADDRESS:  
CITY, STATE, & ZIP: Monroe, WI 53566

JOB SITE ADDRESS: 155 N 29th Ave  
CITY, STATE, & ZIP: Monroe Wi 53566

CONTRACT FOR: Repair Existing Drill Tower Structure

## DESCRIPTION

### Roof-

Remove existing roof structure - shingles, plywood, rafters  
Double up rafter header on west end  
Add new 2x10 rafters installed 16" OC  
\*\* might have to install new 2x8 rafters 12" OC if we are limited on height  
Sheet roof with 5/8 plywood  
Synthetic underlayment  
Install Owens Corning shingle  
Add 4x4 ladder catches to each side of the low eave

### Stairs-

Remove 1 set of existing stairs  
Add framing where needed to tie in new stair framing  
New 4 stringer stair system with treads  
New 2x4 or similar hand rail

### Bracing

Add 6 sets of 3/8 cable bracing- attach to posts with 10" eye bolts  
Add 2x6 knee bracing to upper cantelivered floor system  
Add Joist hangers to existing upper cantelivered floor system  
Add new bolts where existing bolts are too short  
Add new post brackets under 4x4 and anchor to concrete where possible

Estimate Total

**\$21,885.00**

**YOU ARE HEREBY APPROVING THE ABOVE**

CONTRACTOR:  
STONE MILL CONSTRUCTION

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

OWNER:  
Chuck Montgomery

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



INFO@FIRESAFETYINSPECT.COM  
1818 N 2ND STREET  
MILWAUKEE, WI 53212  
773-746-4000  
FIRESAFETYINSPECT.COM



**Drill Tower Visual Evaluation for:**  
**MONROE SPLASH TOWER**  
The David A. Rufer Regional Training Center  
155 N 29th Ave.  
Monroe, WI 53566

**Site Visit and Report Prepared by:**  
Dan Frame  
**Date:**  
12-July-2023



**STATEMENT OF CONDITION:**

In conducting this evaluation, it's important to note that no structural analysis, design review, or invasive testing was performed. This assessment is primarily based on a visual inspection aimed at assessing the quality of materials, hardware installation, and overall condition of the drill tower. The evaluation is intended to identify visible issues or concerns related to the tower's construction, maintenance, and safety. Any significant findings or areas of concern identified during this visual inspection may warrant further assessment or remediation as necessary to ensure the continued safety and functionality of the structure.

Overall, the tower appeared in good condition. The design and layout is somewhat different from those found on other campuses. Most have an access hatch at level 2 that requires a ladder to gain access while this structure has a stairway from the slab on grade to the 2nd level.

All timbers were visually evaluated and appeared structurally sound with normal defects and cracks for a structure of this type.

Anchor bolts, screws, fasteners and such were inspected and a few issues were observed. Notably, bolts were not long enough for the nuts to be threaded all the way through. Additionally, the amount of bolts used to make similar connections was not uniform. It is unclear if this is intentional or an oversight.

Stairs from levels 2-3 have an excessive rise that is not compliant with OSHA standards. The determination of whether this presents an issue should be made by the AHJ.

The roof decking is warping and detached from the rafters in at least one spot. The decking was saturated from rain that occurred throughout the day.

Details and photos of issues observed are highlighted in the following pages.

Drawings from a different tower, featuring markups suggesting additional bracing to enhance stability, have been included at the end of the report. It's important to note that these drawings are intended solely for reference and should not be utilized for any repair or upgrade work on your structure. However, they may offer insights into potential measures for reinforcing the tower and extending its lifespan.

**MONROE FIRE DEPARTMENT  
MONROE, WI**

**Evaluation Date: 12-July-2023**



View of the tower from the northeast



View from the southeast

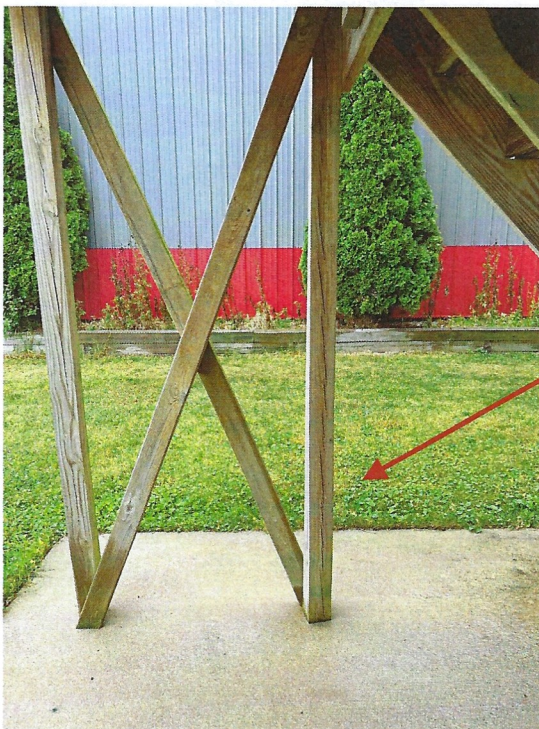


**MONROE FIRE DEPARTMENT  
MONROE, WI**

**Evaluation Date: 12-July-2023**

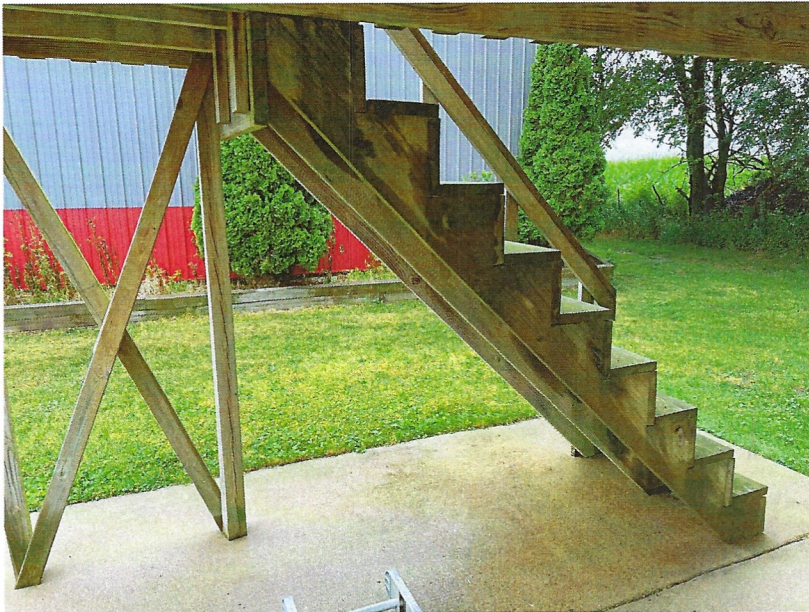


Concrete foundation is in good shape, no cracking or damage observed.

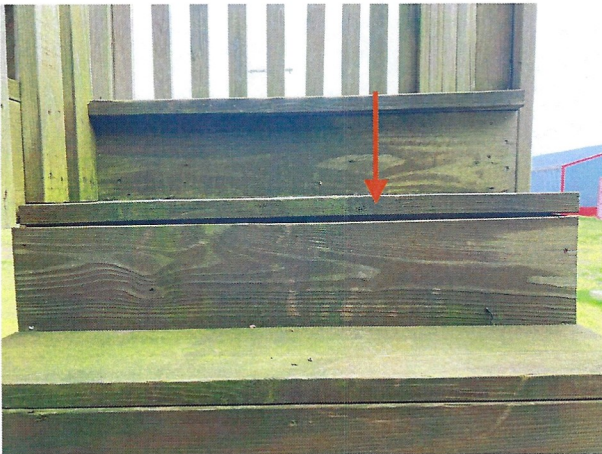


Column behind stairs is warped and slightly rotated.

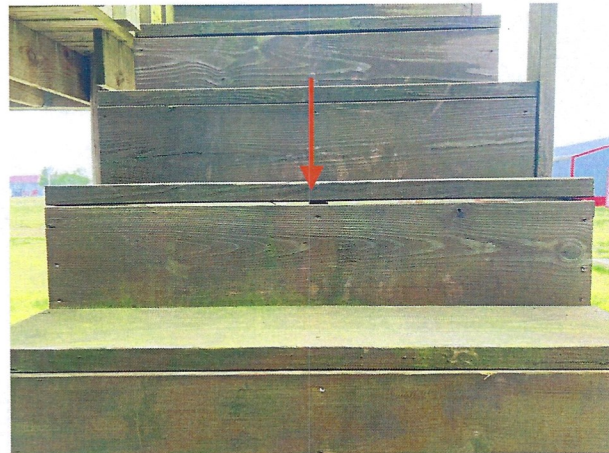




Stairs from the slab on grade lead up to the second level platform.



Two of the stair treads are slightly warped.







A section of the roof is warped and raised. The decking appears to be rotting where it has lifted.



Board is cracked from the end to the other side of the post.

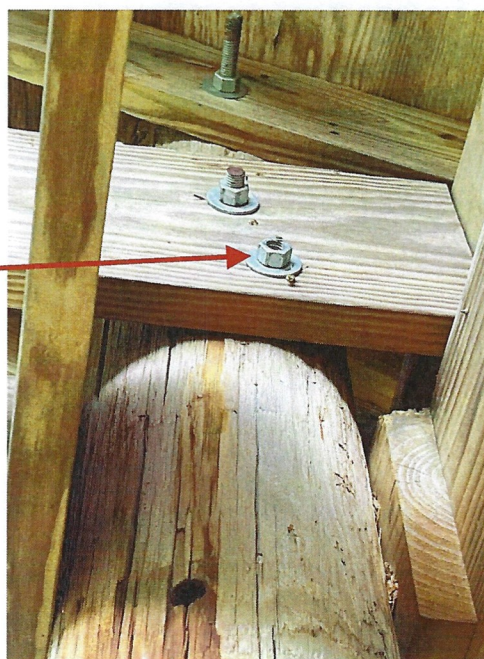




The roof decking was holding moisture. Joists are not all flush and those in the center appear bent around the vertical posts (arrows).



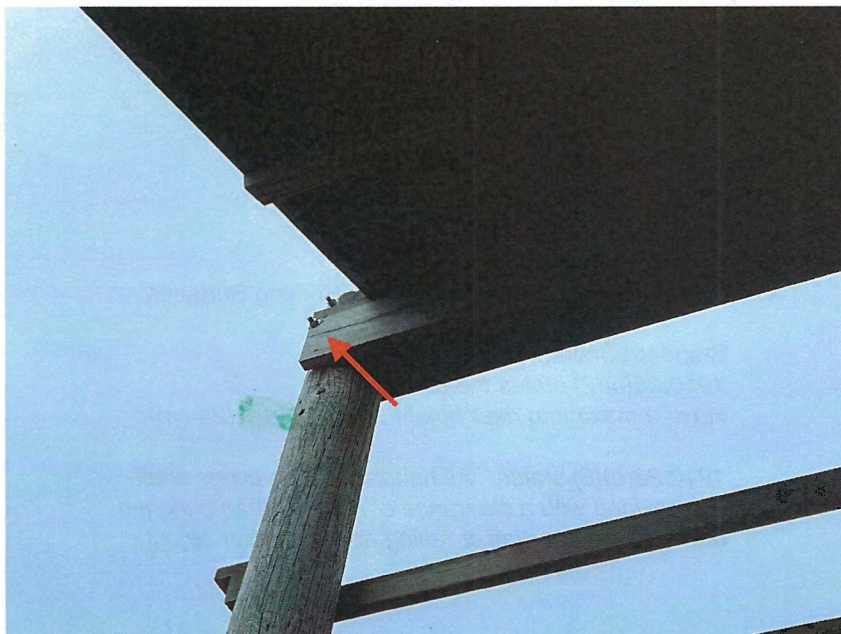
Connection bolts were insufficient in length preventing the nuts from being fully threaded in several places. None were countersunk to allow for full attachment.







In all other locations, there are two bolts through the utility poles and supporting members. Confirm that only one in these locations was intentional.



The bolt connection here was at the end of the board and the washer appeared to overhang. It also appears the board is split below the fastener.





Stairs from the second to third level have an excessive rise per OSHA standards.



OSHA 1910.25 Subpart: Walking-Working Surfaces:

Standard Stairs:

1910.25(c)(2) states the stairs:  
Have a maximum riser height of 9.5 inches (24 cm);

1910.23(e)(6) states: "All handrails and railings shall be provided with a clearance of not less than 3 inches between the handrail or railing and any other object."





Replace stairs  
all / 2-10-23

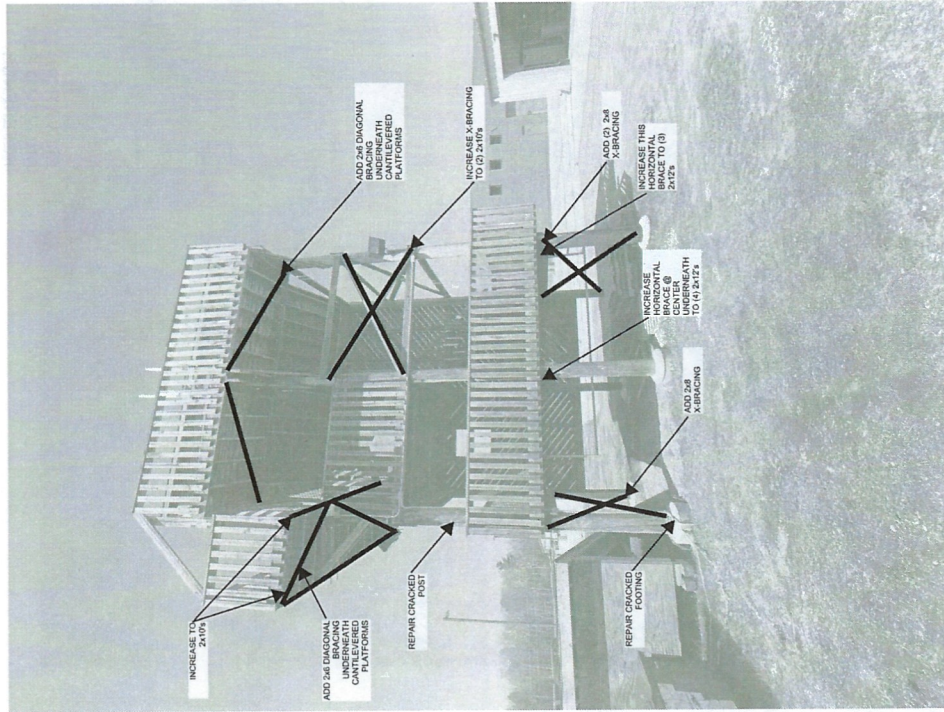
The stairs viewed from the side.

**MONROE FIRE DEPARTMENT  
MONROE, WI**

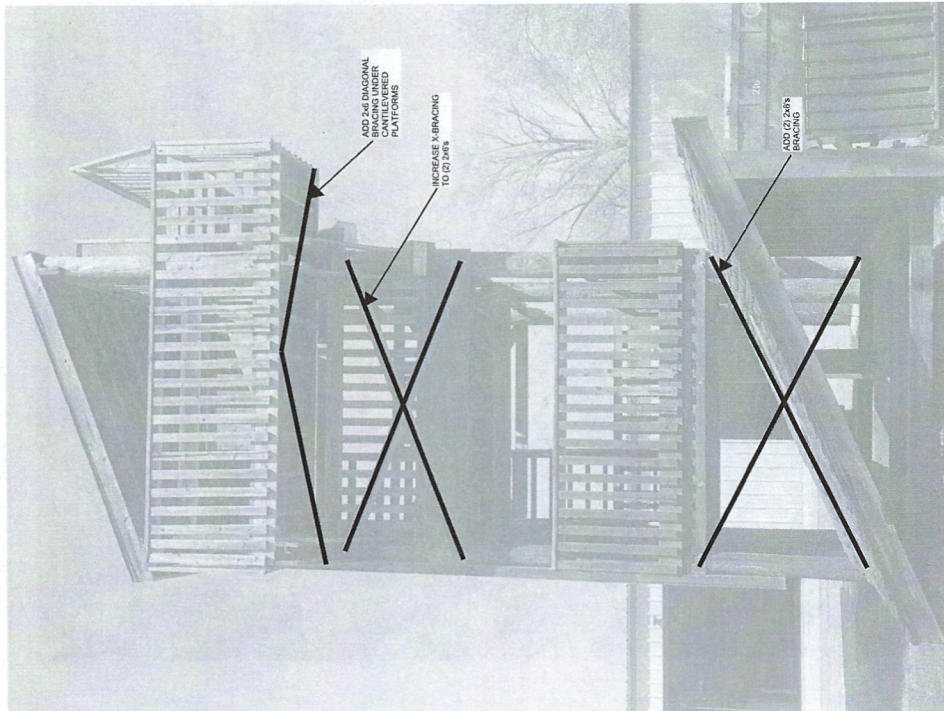
**Evaluation Date: 12-July-2023**

The following two pages contain design recommendations provided by a third-party Professional Engineer (PE) following a comprehensive analysis of a similar tower. Notable enhancements include additional bracing for cantilevered balconies and the introduction of cross bracing between posts to improve lateral stability. It's essential to emphasize that these drawings are intended for reference purposes only and should not be employed for actual use. They serve as informative insights into potential upgrade options.





ELEVATION 2 LOOKING WEST  
A3 NOT TO SCALE



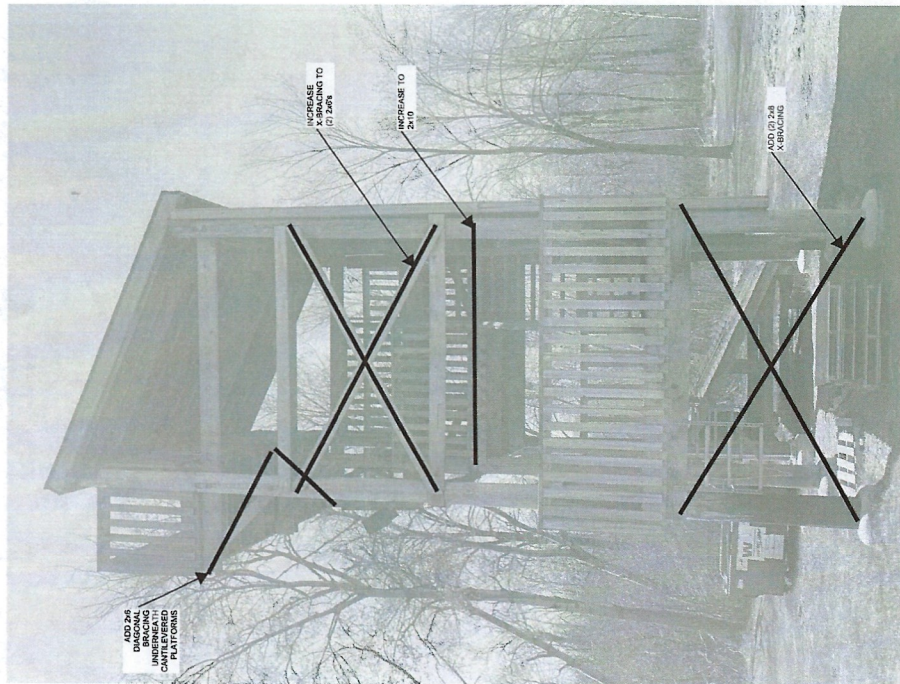
ELEVATION 1 LOOKING NORTH  
A1 NOT TO SCALE





ELEVATION  
PROVIDED FOR  
REFERENCE

A3 ELEVATION 4 LOOKING EAST  
NOT TO SCALE



A1 ELEVATION 3 LOOKING SOUTH  
NOT TO SCALE