



STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form - modified)

NOW ON THIS 8 day of October, 2024, Snyder & Associates, Inc.,
5010 Voges Road, Madison, WI 53718, (hereinafter, Professional), and
City of Jefferson Parks, Recreation, & Forestry
(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: City of Jefferson Comprehensive Outdoor Recreation and Park Plan
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 45 days of the invoice date. Payments not paid within said 30 45 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th 45th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

ADDITIONAL TERMS AND CONDITIONS

9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants 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 to this Agreement.
11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A Scope and Fee
Exhibit

City of Jefferson (Client)
By: Timothy Freitag
(Authorized agent)
Timothy Freitag
(Printed or typed signature)

Exhibit
Exhibit

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

(Printed or typed signature)

Route executed copy to:

EXHIBIT A**SCOPE AND FEE****City of Jefferson, Wisconsin****Comprehensive Outdoor Recreation & Park Plan****CLIENT:**

Chad Holpfer, CPRO, AFO
Director of Parks, Recreation, & Forestry
317 S. Main Street
Jefferson, Wisconsin 53549

ENGINEER &**LANDSCAPE ARCHITECT:**

Snyder & Associates, Inc.
Andy Meessmann, PLA
5010 Voges Road
Madison, Wisconsin 53718

PROJECT:

City of Jefferson, Wisconsin Comprehensive Outdoor Recreation & Park Plan

DATE:

10/8/2024

Contract Timeline:

Professional services for this agreement shall begin at the signing of this document (approximately October 16, 2025) and extend to the end of July 2025.

TASK 1: PRE-PLANNING & DEFINING THE MISSION**Task 1.1 – Kickoff Meeting with City Staff (in-person)**

- A) Define goals and issues
- B) Review and revise the project schedule as needed
- C) Tentative project schedule for public engagement meetings
- D) Schedule in-person monthly work sessions between Client and Consultant
- E) Determine youth outreach program engagement method
- F) Draft inventory and conditions matrix (ranking of park conditions)
- G) Determine priority park and trail projects
- H) Site tour of priority parks
- I) Refine base mapping

Task 1.2 – Summary & Analysis of Planning Documents

- A) Gather and analyze existing and proposed planning documents
- B) Document funding options for park, trails and recreational facilities

Task 1.3 – Meeting with Park and Recreation Commission (in-person)

- A) Team meeting to gain input before the development of the plan

Task 1 Deliverables

- A) Kickoff meeting notes
- B) Project schedule
- C) Summary and analysis of planning documents
- D) Approved Inventory and Conditions Matrix
- E) Field notes and photos from park tour
- F) 2 in-person meetings

FEE FOR TASK 1:

\$3,945.00

TASK 2: INVENTORY, ANALYSIS AND PUBLIC OUTREACH**Task 2.1 – Existing Park Typology**

- A) Define and classify Jefferson Parks per National Recreation and Park Association Standards
- B) Maps and diagrams of existing parks, open space, and trails

Task 2.2 – Inventory Mapping

- A) Physical Characteristics Mapping
 - a. Topography
 - b. Geology
 - c. Soils
 - d. Groundwater
 - e. Drainage basins
 - f. Wetlands
 - g. Floodplains
 - h. Woodlands
 - i. Protected species and lands
 - j. Environmental corridors
- B) Demographics Mapping
 - a. Population trends and projections
 - b. Family household size
 - c. Household income
 - d. Age, race, and employment
 - e. Future growth areas

Task 2.3 – Site Visits and Park and Trail Inventory

- A) Site visit to all existing and potential parks
 - a. Inventory and Conditions Matrix to grade parks and trails condition and needs
 - b. Document site specific mapping (slope, wetlands, soils surface conditions, safety issues, etc.)
- B) In-person interviews
 - a. Documented and summarized results during site visits

Task 2.4 – Public Outreach – Online

- A) QR Codes
 - a. Develop questionnaire to be reviewed and approved by Client
 - b. Client posting of QR code at desired virtual and physical locations
 - c. Consultant to gather, organize and summarize data
- B) Social Pinpoint Website
 - a. Develop draft website for review and approval by Client
 - b. Consultant to maintain, gather and organize data

Task 2.5 – Youth Outreach (in-person)

- A) Youth Workshop
 - a. One meeting (virtual) with Client and Jefferson 4K Extended Care Program (or similar) to develop workshop outline and structure
 - b. One (in-person) "Youth Park Workshop"
 - i. Consultant to supply all materials
 - ii. Client to provide meeting location

Task 2.6 – Public Open House (in-person)

- A) Public open house facilitated by Client

Task 2.7 – Preliminary Plan Draft #1 to City Parks, Recreation & Forestry Meeting (in-person)

- A) 8.5" x 11" hard copies and digital version shall be provided by Consultant

Task 2.8 – Preliminary Plan Draft #1 Presentation to City Council (in-person)

- A) Revised draft plan presented by Consultant to City Council

Task 2 Deliverables

- A) Park and trail typology
- B) Mapping summary of City environmental and social demographics
- C) Park and trail Inventory
- D) Public outreach (online)
- E) Youth outreach coordination meeting (online)
- F) Youth outreach (in-person)
- G) Public open house (in-person)
- H) Preliminary draft #1 review (in-person)
- I) Preliminary draft #1 presentation (in-person)

FEE FOR TASK 2:**\$13,245.00****TASK 3: RECOMMENDATIONS AND PUBLIC OUTREACH****Task 3.1 – Park, Trail, Open Space and Recreation Amenities Recommendations**

- A) Site map documenting all existing and proposed improvements
- B) Individual Park, Trail, Open Space and Recreation Recommendations
 - a. Inventory and Condition Matrix
 - b. Cost estimates for each site
- C) New parklands and trails site suitability and costs
- D) Programming and Staffing Needs
 - a. Appropriate levels of staffing of existing and proposed parks

Task 3.2 – Priority Improvements – Two Conceptual Park Designs

- A) Conceptual park design
 - a. Plan view renderings
 - b. Site improvement costs
- B) Meeting to review park concepts (online)

Task 3.3 – Funding

- A) Plan shall follow State of Wisconsin grant programs and DNR requirements to meet certification
- B) Review Capital Improvement Plan to determine park funds
 - a. Create CIP for park system
- C) Coordination and documentation of appropriate funding sources
- D) Review and recommend park development fees and dedication requirements

Task 3.4 – Preliminary Plan Draft #2 to City Parks, Recreation & Forestry Meeting (in-person)**Task 3.5 – Public Open House (in-person)**

- A) Public open house facilitated by Client

Task 3 Deliverables

- A) Existing and proposed park and trail improvement recommendations and costs
- B) Targeted park funding
- C) Preliminary plan draft review (in-person)
- D) Public open house meeting (in-person)
- E) Final CORP

FEE FOR TASK 3:**\$7,910.00**

TASK 4: PLAN ADOPTION**Task 4.1 – Final Presentation to City Council (In-person)****Task 4 Deliverables**

- A) 12 paper copies and PDF of approved COPR
- B) Large scale prints

FEE FOR TASK 4:**\$1,135.00****PROPOSAL FEE SUMMARY:**

TASK 1: PRE-PLANNING & DEFINING THE MISSION	\$ 3,945.00
TASK 2: INVENTORY, ANALYSIS AND PUBLIC OUTREACH	\$ 13,245.00
TASK 3: RECOMMENDATIONS AND PUBLIC OUTREACH	\$ 7,910.00
TASK 4: PLAN ADOPTION	\$ 1,135.00
	\$ 26,235.00

ADDITIONAL SERVICES

- Attend and facilitate pop up events
- In-person on-site engagement for selected times and parks
- Developer coordination meetings
- Additional park concepts more than stated in the contract
- Detailed studies and reports such as geotechnical engineering, wetland delineation, Phase 1 archaeological studies
- 3D renderings
- Grant writing assistance



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INVOICE FOR PROFESSIONAL SERVICES

November 28, 2024

Chad Holpfer
City of Jefferson, WI
317 South Main Street
Jefferson, WI 53549

Invoice No: 124.1221.30 - 1

Email: cholpfer@jeffersonwis.com

Project 124.1221.30 Comprehensive Outdoor Recreation and Park Plan

Professional Services through October 31, 2024

Basic Services

Lump Sum Fees

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
Pre-Planning & Defining the Mission	3,945.00	100.00	3,945.00	0.00	3,945.00
Inventory, Analysis & Public Outreach	13,245.00	25.00	3,311.25	0.00	3,311.25
Recommendations & Public Outreach	7,910.00	0.00	0.00	0.00	0.00
Plan Adoption	1,135.00	0.00	0.00	0.00	0.00
Total Fee	26,235.00		7,256.25	0.00	7,256.25
Total Lump Sum Fees					7,256.25
Phase Subtotal					\$7,256.25

Amount Due this Invoice \$7,256.25

	Total	Prior	Current
Billings to Date	7,256.25	0.00	7,256.25

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Meessmann

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM



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INVOICE FOR PROFESSIONAL SERVICES

December 19, 2024

Chad Holpfer
City of Jefferson, WI
317 South Main Street
Jefferson, WI 53549

Invoice No. 124.1221.30 - 2

Email cholpfer@jeffersonwi.com

Project 124.1221.30 Comprehensive Outdoor Recreation and Park Plan

Professional Services through November 30, 2024

Basic Services Lump Sum Fees

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
Pre-Planning & Defining the Mission	3,945.00	100.00	3,945.00	3,945.00	0.00
Inventory, Analysis & Public Outreach	13,245.00	50.00	6,622.50	3,311.25	3,311.25
Recommendations & Public Outreach	7,910.00	0.00	0.00	0.00	0.00
Plan Adoption	1,135.00	0.00	0.00	0.00	0.00
Total Fee	26,235.00		10,567.50	7,256.25	3,311.25
Total Lump Sum Fees					3,311.25
Phase Subtotal					\$3,311.25

Amount Due this Invoice \$3,311.25

Outstanding Invoices

Number	Date	Balance
1	11/26/2024	7,256.25
Total		7,256.25
Total Now Due		\$10,567.50

	Total	Prior	Current
Billings to Date	10,567.50	7,256.25	3,311.25

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Meessmann

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INVOICE FOR PROFESSIONAL SERVICES

February 20, 2025

Chad Holpfer
City of Jefferson, WI
317 South Main Street
Jefferson, WI 53549

Invoice No: 124.1221.30 - 3

Email: cholpfer@jeffersonwis.com

Project 124.1221.30 Comprehensive Outdoor Recreation and Park Plan

Professional Services through January 31, 2025

Basic Services
Lump Sum Fees

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
Pre-Planning & Defining the Mission	3,945.00	100.00	3,945.00	3,945.00	0.00
Inventory, Analysis & Public Outreach	13,245.00	100.00	13,245.00	6,622.50	6,622.50
Recommendations & Public Outreach	7,910.00	0.00	0.00	0.00	0.00
Plan Adoption	1,135.00	0.00	0.00	0.00	0.00
Total Fee	26,235.00		17,190.00	10,567.50	6,622.50
Total Lump Sum Fees					6,622.50
Phase Subtotal					\$6,622.50

Amount Due this Invoice \$6,622.50

	Total	Prior	Current
Billings to Date	17,190.00	10,567.50	6,622.50

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Meessmann

REMIT TO: SNYDER & ASSOCIATES, INC.
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INVOICE FOR PROFESSIONAL SERVICES

April 30, 2025

Chad Holpfer
City of Jefferson, WI
317 South Main Street
Jefferson, WI 53549

Invoice No: 124.1221.30 - 4

Email cholpfer@jeffersonwis.com

Project 124.1221.30 Comprehensive Outdoor Recreation and Park Plan

Professional Services through March 31, 2025

Basic Services Lump Sum Fees

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
Pre-Planning & Defining the Mission	3,945.00	100.00	3,945.00	3,945.00	0.00
Inventory, Analysis & Public Outreach	13,245.00	100.00	13,245.00	13,245.00	0.00
Recommendations & Public Outreach	7,910.00	50.00	3,955.00	0.00	3,955.00
Plan Adoption	1,135.00	0.00	0.00	0.00	0.00
Total Fee	26,235.00		21,145.00	17,190.00	3,955.00
Total Lump Sum Fees					3,955.00
Phase Subtotal					\$3,955.00

Amount Due this Invoice \$3,955.00

	Total	Prior	Current
Billings to Date	21,145.00	17,190.00	3,955.00

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Meessmann

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INVOICE FOR PROFESSIONAL SERVICES

May 29, 2025

Chad Holpfer
City of Jefferson, WI
317 South Main Street
Jefferson, WI 53549

Invoice No: 124.1221.30 - 5

Email cholpfer@jeffersonwis.com

Project 124.1221.30 Comprehensive Outdoor Recreation and Park Plan

Professional Services through April 30, 2025

Basic Services
Lump Sum Fees

	Contract Amount	% Compl	Total Billed to Date	Previous Billed	Current Billed
Pre-Planning & Defining the Mission	3,945.00	100.00	3,945.00	3,945.00	0.00
Inventory, Analysis & Public Outreach	13,245.00	100.00	13,245.00	13,245.00	0.00
Recommendations & Public Outreach	7,910.00	80.00	6,328.00	3,955.00	2,373.00
Plan Adoption	1,135.00	0.00	0.00	0.00	0.00
Total Fee	26,235.00		23,518.00	21,145.00	2,373.00
Total Lump Sum Fees					2,373.00
Phase Subtotal					\$2,373.00

Amount Due this Invoice \$2,373.00

	Total	Prior	Current
Billings to Date	23,518.00	21,145.00	2,373.00

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Meessmann

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