



**VILLAGE OF JACKSON
PERSONNEL COMMITTEE MEETING AGENDA**

Tuesday, January 9, 2024 at 6:45 PM

Jackson Municipal Complex
Village Board Room
N168W19851 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call
2. Approval of Minutes for the Personnel Committee Meeting of December 12, 2023
3. Intergovernmental Agreement for Building Inspection Servicer - City of Hartford
4. Citizens/Village Staff to Address the Personnel Committee
5. Adjourn

Persons with disabilities requiring special accommodations for attendance at the meeting should contact the Administration Department at the Jackson Municipal Complex at least one (1) business day prior to the meeting.

It is possible that members of the Village Board may attend the above meeting. No action will be taken by any governmental body at this meeting other than the governmental body specifically referred to in this meeting notice. This notice is given so that members of the Village Board may attend the meeting without violating the open meeting law.

MINUTES
PERSONNEL COMMITTEE MEETING
Tuesday, December 12, 2023 at 6:30 PM
Personnel Committee Meeting

1. Call to Order and Roll Call

The meeting was called to order at 6:30 PM by Pres. Heckendorf.

Members Present: Pres. Heckendorf, Tr. Emmrich, Tr. Kruepke.

Members Excused: None

Members Absent: None

Staff Present: Administrator Jen Keller, Treasurer Darlene Smith, Parks and Recreation Director Kelly Valentino, and Clerk Anastasia Gonstead.

Trustees Present in Audience: None

2. Approval of Minutes for the Personnel Committee Meeting of November 14, 2023

The motion to approve the minutes for the Personnel Committee meeting of November 14, 2023, was made by Tr. Emmrich and seconded by Tr. Kruepke.

Vote: 3 ayes, 0 nays. Motion carried.

3. Resolution 23-31 - Amending Election Inspector Wages

Clerk Gonstead provided the body of an overview of her proposal. She gave a synopsis of the current state of the chief inspectors and election inspectors, with an emphasis on the number of new individuals who have shown interest. Clerk Gonstead answered questions from the body about the specifics of the wage proposal.

The motion to recommend to the Village Board to approve Resolution 23-31 was made by Tr. Emmrich and seconded by Tr. Kruepke.

Vote: 3 ayes, 0 nays. Motion carried.

4. Resolution 23-32 - Resolution Increasing Elected Official Compensation

Administrator Keller provided an overview of the proposed Resolution 23-32, the change in payment structure and the proposed compensation change effective July 1, 2025. Administrator Keller answered clarifying questions from the body. Discussion commenced among the body on the pros and cons of the proposed changes.

The motion to recommend to the Village Board to approve Resolution 23-32 was made by Pres. Heckendorf and seconded by Tr. Kruepke.

Vote: 2 ayes, 1 nays. Motion carried.

5. Resolution 23-33 - Resolution Increasing Appointed Official Compensation

Administrator Keller provided an overview of the proposed Resolution 23-33, increasing the appointed official compensation, including the research that backed the proposed increase.

The motion to recommend to the Village Board to approve Resolution 23-33 was made by Tr. Kruepke and seconded by Pres. Heckendorf.

Vote: 3 ayes, 0 nays. Motion carried.

6. Proposed Updates to Employee Job Descriptions - Administrative Offices and Parks and Recreation Offices

Administrator Keller provided an overview of the proposed updates to employee job descriptions for the Administrative Offices and Parks and Recreation Offices.

The motion to recommend to the Village Board to approve the proposed updates to employee job descriptions for the Administrative Offices and Parks and Recreation Offices was made by Tr. Emmrich and seconded by Tr. Kruepke.

Vote: 3 ayes, 0 nays. Motion carried.

7. Citizens/Village Staff to Address the Personnel Committee

None.

8. Adjourn

A motion to adjourn the meeting was made by Tr. Kruepke and seconded by Tr. Emmrich.

Vote: 3 ayes, 0 nays. Motion carried. The meeting was adjourned at 6:53 PM.

Respectfully Submitted,
Anastasia Gonstead - Village Clerk

INTERGOVERNMENTAL AGREEMENT FOR BUILDING INSPECTION SERVICES

Between the Village of Jackson and City of Hartford

This agreement (“Agreement”) is made by and between the Village of Jackson (**Village**), a municipal corporation located in the County of Washington; and the City of Hartford (**City**), a municipal corporation located in the Counties of Dodge and Washington. The purpose of this agreement is for the City to contract with the Village for the provision of building inspection services on a flat rate basis within the Village and City to ensure compliance with applicable State and local building codes and ordinances.

WHEREAS, the Village and City (the “Contracting Municipalities”) are in need of building inspection services to inspect buildings for building code compliance; and

WHEREAS, the Village of Jackson employs State certified inspectors for general construction, electrical, plumbing, HVAC, and commercial inspections; and

WHEREAS, the Village and City, pursuant to Wisconsin State Statute 66.0301 (2) have the authority to enter into cooperative intergovernmental agreements; and

NOW, THEREFORE, the Village of Jackson and City of Hartford in consideration of the mutual promises hereinafter set forth, do promise and agree as follows:

1. Parties

Parties to this Agreement are the Village of Jackson, a Wisconsin municipal corporation with its principal offices located at N168W19851 Main Street, Jackson, WI 53037 and the City of Hartford with its principal offices located at 109 N. Main Street, Hartford, WI 53027 (individually a “Municipality” or collectively the “Municipalities”).

2. Authority.

The Municipalities are authorized by law to enter into this Intergovernmental Agreement pursuant to Sec. 66.0301, Wis. Stats., which specifically allows intergovernmental cooperation between municipalities.

3. Purpose

The purpose of this Agreement is to provide building inspection services to the Contracting Municipalities to inspect buildings and provide those general municipal inspection services set forth in Section 4, below.

4. Services

The ~~Contracting Municipalities Village~~ hereby ~~contract agrees with the Village of Jackson to provide the City with~~ ~~or the provision of~~ residential and commercial building, plumbing, electrical and HVAC inspection services on a flat-rate basis and to provide the following services:

- a. Review applications for building permits and building plans submitted, and issue commercial and residential building, plumbing, electrical, and HVAC and any

related permits in compliance with the ordinances of ~~a Contracting Municipality~~
~~at the City~~ and the State of Wisconsin Uniform Dwelling Code.

- b. Perform all general inspections from footings to final occupancy as required by the ordinances of ~~a Contracting Municipality~~~~the City~~, State Regulations, and permit requirements. Inspections normally will be performed Monday through Friday, excluding weekends and holidays. Reasonable efforts will be made to complete inspections within 1 business day of a request.
- c. Issue orders to correct building and zoning code violations on a non-exclusive basis.
- d. Maintain computer records of building permit applications and permits issued, including such items as date applied, date issued, permit number, type, contractor, owner, property address, permit fees, and other monies collected, utilizing the infrastructure provided by ~~each Contracting Municipality~~~~the City~~.
- e. Provide information to builders, owners and residents of the ~~Contracting Municipalities~~~~City~~ regarding the Building Codes and Ordinances either by phone, e-mail or through appointment.
- f. Attend meetings upon special request of an Administrator of ~~a Contracting Municipality~~~~the City~~.
- g. Appear in any court of law- including municipal and Circuit courts- as requested by ~~a Contracting Municipality~~~~the City~~ to provide testimony with respect to code enforcement and ordinance violations.
- h. Perform the ~~Contracting Municipality~~~~City's~~ responsibilities under the State of Wisconsin Uniform Dwelling Code.
- i. All services shall be performed consistent with applicable state statutes and respective municipal ordinances. If applicable, certified agent status services will be provided.
- j. The Municipalities acknowledge that this agreement represents an independent contract relationship and that in no event shall any of the persons performing services by the Village of Jackson under this agreement be considered employees of the City of Hartford.
- k. The Municipalities acknowledge that the hours of service provided to the Contracting Municipalities shall be approximately as set forth in Exhibit A and that each community may utilize said service hours above in the manner most appropriate or necessary for their community.
- l. The Municipalities understand that vacations, trainings, and other leave situations may temporarily reduce the available hours worked in any particular

week, but ~~Jackson-the Village~~ will manage said situations to ensure continued service provision to all of the parties remains to meet Statutory timelines for inspection services, to ensure quality customer service, and these non-service times shall be as evenly divided based on need amongst the two parties. The Municipalities further agree that the hours may be adjusted by the Municipalities if necessary for certain projects with advanced communication and such adjustments shall be tracked for appropriate compensation adjustment at the end of the year.

- m. ~~Village of Jackson~~The Village shall ensure Inspectors providing inspection services have all necessary licenses and maintain said licenses during the contract. All costs for said licenses and maintaining said licenses are included in the costs determined in Section 9.

5. Reports/Records

During the term of this agreement, the Village of Jackson Building Inspection Department shall:

- a. Maintain separate files at each ~~Contracting~~-Municipality, in the format directed, of all applications and permits, containing the information specified in Section 1.d. above.
- b. Provide a report that shows time spent on work for each respective Municipality, and also that shows time spent off work due to vacation, holidays, sick leave or other paid absence (such paid time off referred to herein as "Paid Time Off"). This report shall be given to each community weekly or as otherwise requested by each Municipality. The report shall include current daily and weekly totals for the current work, and also year-to-date totals.
- c. Provide reports, documents, and files relating to building inspection as may be requested from time to time by ~~any of the Contracting Municipalities~~the City.
- d. Answer/respond to requests for ~~open-public~~ records made pursuant to Chapter 19 of the Wisconsin Statutes as outlined in Exhibit B.
- e. ~~Any Contracting~~Either Municipality may have inspection records produced in performance of this agreement or portions of said records maintained by the respective municipality and not the Village of Jackson at the discretion of said municipality.
- f. The Village of Jackson Building Inspection Department shall require all permit fee payments and other payments to be made pursuant to the Code of each respective ~~Contracting~~-Municipality, to be made by the applicant directly to the respective municipality. If, despite this requirement, any payments are received by the Village of Jackson that are due to ~~a Contracting Municipality~~the City, the Village of Jackson Building Inspection Department shall contact the Administrator for the ~~Contracting Municipality~~City, as applicable, seeking

guidance as to what to do with the payment that was received in error, and the Village of Jackson Building Inspection Department shall comply with the directions received in that regard, on a case-by-case basis.

6. Items Provided by the Village of Jackson.

The Village of Jackson shall provide the following related to the performance of this agreement:

- a. A direct phone line for building inspection services performed for the ~~Contracting Municipalities~~City pursuant to this Agreement.
- b. All necessary secretarial support for maintaining files while in the possession of the Village of Jackson.
- c. All code books, technical manuals and inspection equipment.
- d. A certified and licensed Building Inspector to perform described services ~~for the Contracting Municipalities~~as set forth in this Agreement.

7. Items provided by the ~~Contracting Municipalities~~City.

- a. Prior to the issuance of a building permit by the Building Inspector, the Building Inspector shall e-mail the official designated by ~~each Contracting Municipality~~the City, to seek confirmation of fee compliance and zoning compliance. No permit shall be issued until the Village of Jackson Building Inspector receives notification of fee compliance including water and sewer connection fees as well as zoning requirements compliance including conditional use permit requirements for a particular building permit application.
- b. The ~~Contracting Municipalities~~City shall provide required application forms, State Seals, house numbers and any required special office supplies or documents needed to process and file permits for their respective municipality.
- ~~e.—The ~~Contracting Municipalities~~City shall apply for certified agent status with the State of Wisconsin Department of Safety and Professional Services. ~~for their respective municipality.~~~~
- ~~c.—~~
- d. The ~~Contracting Municipality~~City shall provide legal advice/support for any legal issues arising from the performance of duties by the Jackson building inspectors under this agreement, including, but not limited to, code enforcement actions, raze orders, special charge claims, open records requests, and other building inspection issues for their respective municipality.

8. Provision of Inspection Vehicles

- a. The Village of Jackson shall provide a properly registered vehicle for one 1/2 equivalent building inspector.

- b. The City of Hartford shall provide one properly registered vehicle for use by one ¼ equivalent building inspector, which vehicle shall be housed in the City of Hartford. The City of Hartford shall be solely responsible for the expense for this vehicle.
- c. The Parties acknowledge that it may be necessary to provide mileage reimbursement if the vehicles described above are not available for use. Mileage shall be an expense reimbursed by the Contracting Municipalities under Section 9, below.

9. Payment to the Village of Jackson for Services Rendered Through this Agreement

- a. **Budget.** Prior to the execution of this contract, and thereafter no later than October 31 of each year of this agreement, the Village of Jackson shall draft an annual budget for expenses related to total Inspections Services. The total budgeted expenses shall be as described in Exhibit B, which is incorporated herein by reference. After this total expense is calculated, an additional administrative fee of 6.5% of the total Inspections expense budget shall be added, to be shared on a pro-rata basis as described in Exhibit A. The initial annual budget shall be used as a baseline and shall be attached as Exhibit B of this agreement. Exhibit B shall also depict the hourly rate to be applied to compensation adjustment as described in subsection (c) below. In no case shall the Inspections expense budget exceed an increase of 5% from any one year to the next, without approval by each community prior to October 31.
- b. **Time of Payment.** The compensation due to the Village of Jackson shall be paid in twelve equal installments on the 1st day of each month.
- c. **Annual Compensation Adjustment.** It is intended that the communities will approximately share the hours of .75 full-time equivalent Building Inspectors (30 hours/week) with 20 hours per week going to Jackson and 10 hours per week spent in Hartford. The intent is that the Municipalities share these hours based on need with a prorated inclusion of Paid Time Off, shared on a pro-rata basis based upon their contracted payments set forth in Exhibit A (the “Equal Share”). The Municipalities recognize that maintaining the Equal Share exactly is not realistic or desirable due to fluctuating needs, and therefore variation within a range of 20 percent above or below the Equal Share will not result in an adjustment to the compensation amounts described in this agreement. If, however, in any calendar year any one or more of the communities receives 20 percent more or less than the Equal Share as set forth in Exhibit A, the compensation amounts will be adjusted as follows:
 - i. The actual hours used by each community for the calendar year, plus 1/3rd of actual Paid Time Off hours, shall be multiplied by the hourly rate depicted in Exhibit B.

ii. The administrative fee of 3.25 percent of the total actual hours multiplied by the hourly rate shall be added to the ~~Contracting Municipality~~City's totals, resulting in the ~~Village of Sussex and the Village of Slinger~~Contracting Municipality's Adjusted Payment Obligation.

iii. If actual payments by ~~the any individual Contracting Municipality~~the City of Slinger for the year in question exceed ~~the Village of Slinger~~the individual Contracting Municipality's Adjusted Payment Obligation, the Village of ~~Richfield~~Jackson shall refund the difference to ~~the Village of Slinger~~the City~~that Contracting Municipality~~, no later than March 1 following the year in which payments were made. If actual payments by ~~the Village of Slinger~~any individual Contracting Municipality~~the City~~ are less than ~~the individual Contracting Municipality's Adjusted Payment Obligation~~the Village of Slinger's Adjusted Payment Obligation, the Village of ~~Richfield~~Jackson shall invoice ~~the that Contracting Municipality~~Village~~the City of Slinger~~ for the balance no later than January 31 following the year that payments were made, and ~~the Village of Slinger~~that Contracting Municipality~~the City~~ shall pay the balance to the Village of ~~Richfield~~Jackson no later than March 1.

d. In the event that ~~any of the Municipalities~~either of the parties anticipate that they will utilize more hours than the Equal Share, the ~~Municipalities~~parties shall meet to discuss the anticipated deviation and, if needed, the deviation may be addressed by addendum to this Agreement.

i. ~~If actual payments by the Village of Sussex for the year in question exceed the Village of Sussex Adjusted Payment Obligation, the Village of Richfield shall refund the difference to the Village of Sussex, no later than March 1 following the year in which payments were made. If actual payments by the Village of Sussex are less than the Village of Sussex's Adjusted Payment Obligation, the Village of Richfield shall invoice the Village of Sussex for the balance no later than January 31 following the year that payments were made, and the Village of Sussex shall pay the balance to the Village of Richfield no later than March 1.~~

10. Term of Agreement

The term of this agreement shall commence January 1, 2024, and shall continue through December 31, 2024.

The agreement shall then automatically renew through December 31 of the following year, and for every year thereafter, unless ~~365-180~~ days written notice has been given in accordance with Section 11 of this agreement.

11. Termination of Agreement

This agreement may be terminated without cause by any Municipality upon ~~365-180~~ days written notice to the other Municipality. This agreement may also be terminated by any non-breaching Municipality at any time, upon substantial breach committed by any other

Municipality. All such notices shall be by certified mail or personally delivered as follows:

City of Hartford Clerk
City of Hartford
109 N. Main St.
Hartford, WI 53027

Village of Jackson Clerk
Village of Jackson
N168W19851 Main Street,
Jackson, WI 53037

A non-breaching Municipality shall not be responsible for Liquidated Damages as described in Section 12 of this agreement.

12. Termination Liquidated Damages

If any Municipality chooses to terminate this agreement prior to expiration of this agreement on December 31, 2024, the terminating Municipality agrees to bear the full costs for any subsequent expenses related to unemployment insurance claims, involuntary severance pay or any related legal fees associated with employment termination directly related to termination of this agreement. Additionally, the terminating Municipality also agrees to pay the full costs for any penalties related to the termination of lease of capital equipment associated with this agreement, specifically cell phones and vehicles.

If any Municipality chooses not to extend this agreement beyond December 31, 2023, the Municipalities agree to equally share any and all expenses.

13. Assignment

This agreement shall not be assigned to any other party without the written consent of the Municipalities.

14. Insurance

The Village of Jackson shall maintain public liability insurance coverage and worker's compensation coverage for Jackson inspectors performing work under this Agreement.

15. Hold Harmless, Indemnification, and Release

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, each party hereto shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon any other party hereto, or their officers, agents, employees and independent contractors, growing out of acts or omissions of the indemnifying party its officers, agents, employees and independent contractors, in the performance of this agreement on behalf of the indemnifying party. Each party's

obligations under this section shall apply only to the extent of that party's fault, negligence, or intentional conduct.

Nothing herein shall be interpreted to waive or abrogate limitations on bringing claims, limitations of liability and other defenses established by Wisconsin Statutes Section 893.80 and other State laws.

16. Governing Law

This agreement and all questions arising in connection herewith shall be governed by the laws of the State of Wisconsin.

17. Legal Drafting

This agreement is a result of negotiation among the parties, and was drafted by the parties directly, and shall not be interpreted against any party due to their involvement in drafting the agreement.

18. Entire Agreement

This agreement contains the entire agreement between the parties regarding this matter. This agreement may be modified only by an agreement to this agreement which is authorized by the Village of Jackson Board of Trustees, and the Common Council of the City of Hartford.

The parties have executed this agreement on this _____ day of _____, 2024.

Village of Jackson
A Municipal Corporation

City of Hartford
A Municipal Corporation

BY: _____
Village of Jackson President

BY: _____
City of Hartford Mayor

ATTEST:

ATTEST:

BY: _____
Village of Jackson Clerk

BY: _____
City of Hartford Clerk

Exhibit A

Municipality	Hours Provided Per Week	Pro Rata Share	Minimum Equal Share Hours	Maximum Equal Share Hours
Village of Jackson	20 hours	66%	1273	1909
City of Hartford	10 hours	34%	1830	2746

Assistant Building Inspector (Part-time) – Village of Jackson and City of Hartford

The Village of Jackson (est. 1912) is seeking a qualified candidate to fill the position of Assistant Building Inspector to be shared with the City of Hartford. With a population of roughly 7,900, the Village of Jackson is a small, yet vibrant and diverse community located on Hwy 60 between Interstates 41/45 in Washington County and Interstate 43 in Ozaukee County. The City of Hartford (est. 1883) is a community of 15,700 residents. Both communities have experienced strong growth in the residential and commercial/manufacturing industries.

The role of this part-time position is to assist the Directors of Inspections in each respective community in carrying out their daily functions of the building and zoning departments for the Village of Jackson and the City of Hartford. The qualified candidate will work in a team environment reviewing building plans, issuing permits, and performing field inspections to ensure conformance with state and local building and zoning codes.

A combination of education and experience substantially equivalent to the following criteria will be given strong consideration:

- Candidates should possess a high school diploma or GED along with two (2) years' experience in inspecting or construction trades employment. Combination of education and experience may also be considered. A valid driver's license and automobile insurance is required.
- Persons with multiple state building inspection certifications (UDC or Commercial) are strongly encouraged to apply. Candidates who can become certified within 18 months of employment will also be considered.
- A strong technical aptitude and knowledge of Wisconsin building codes and construction trades, materials, and practices is required.
- The position has frequent verbal and written communication with developers, contractors, elected officials, homeowners, and the general public. A successful candidate will enjoy working in a fast-paced, team-oriented environment.

This position requires a minimum of 24 hours per week (16 hours per week in the Village of Jackson and 8 hours per week in the City of Hartford), including office and field work, with potential for additional hours during busy times or staff absences. The position offers a great pay range of \$35 to \$50 per hour, including flexible workdays, paid time-off, and hours that are amenable to work/life balance and the potential for personal and professional growth.

Interested candidates should submit their applications, including a resume, work history, education, and license/certification documents to: Village of Jackson, c/o Collin Johnson via email at collin.johnson@villageofjacksonwi.gov or via mail to W194N16660 Eagle Drive, Jackson, WI 53037. The application deadline for this position is XXXX 1, 2024, or until filled.