

AGENDA
VILLAGE BOARD MEETING
Tuesday, January 8, 2019 at 7:30 p.m.
Jackson Village Hall
N168 W20733 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Village Citizen Comment on an Agenda Item (Please Sign In)
4. Ceremonial Oath of Office – Todd Fristed – Police Lieutenant
5. Approval of Minutes for the Village Board Meeting of December 11, 2018
6. Budget & Finance Committee
 - Authorization to Perform Public Safety Building Schematic Design Phase/Site Development Coordination
 - Authorization to Perform Engineering Services for Spruce Street and Ridgeway Drive Extension
7. Plan Commission
 - Concept Plan – JYM Investments LLC – Storage Units
 - Certified Survey Map – Bill Holz
(Plan Commission Draft Minutes)
8. Board of Public Works
 - No Recommendations
9. Joint Parks & Recreation
 - No Recommendations
10. West Bend School District – Update
11. Proposed Public Safety Building – Update
12. Departmental Reports
13. Mid-Moraine Municipal Association Report

14. Washington County Board Report
15. Greater Jackson Business Alliance Report
16. Citizens to Address the Village Board
17. Adjourn

Persons with disabilities requiring special accommodations for attendance at the meeting should contact the Village Hall at least one (1) business day prior to the meeting.

DRAFT MINUTES

Village Board Meeting

Tuesday, December 11, 2018 at 7:30 p.m.

Jackson Village Hall

N168W20733 Main Street

Jackson, WI 53037

1. Call to Order and Roll Call.

Pres. Schwab called the meeting to order at 7:30 p.m.

Members Present: Trustees Emmrich, Kruepke, Kurtz, Lippold, Malcolm, and Olson.

Members Absent: None.

Staff present: Collin Johnson, Brian Kober, Chief Swaney, Kelly Valentino, Chief Vossekuil, John Walther, Jilline Dobratz, and Village Attorney John St. Peter.

2. Pledge of Allegiance.

Pres. Schwab led the assembly in the Pledge of Allegiance.

3. Any Village Citizen Comment on an Agenda Item.

Larry Hatke – N169W17876 Georgetown Drive, #105 - Commented that he attended the West Bend School Board meeting on December 10, 2018. He encouraged the Village Board to continue to support the School Board.

4. Public Hearing – Resolution #18-27 – Final Special Assessment Ridgeway Drive Reconstruction Project.

Pres. Schwab opened the public hearing at 7:31 p.m.

Dan Leonard - W198N16864 Ridgeway Drive – Spoke regarding events that took place during the project. He would like immunity on the special assessment bill based on paying for the sidewalk work previously and having mailing issues with not receiving notices.

Barb Severance - W198N16820 Ridgeway Drive – Commented she paid for the sidewalks in the late 80's and doesn't feel like she should have to pay this twice. She had to plant grass seed herself as the cable company worked on her property leaving holes and she would like a credit. This project benefits the whole Village and didn't benefit the 17 property owners.

Vince Osmond - W198N16828 Ridgeway Drive - Stated the staff did a great job and would like to know if there are plans to get the street lights back on? Pres. Schwab closed the public hearing at 7:38 p.m.

Motion by Pres. Schwab, second by Tr. Lippold to approve Resolution #18-27 – Final Special Assessment Ridgeway Drive Reconstruction Project.

Tr. Emmrich asked Mr. Leonard about the replacement of his sidewalks. Mr. Leonard stated he replaced three sidewalks before he purchased the property. Tr. Emmrich explained the policy of the Village on sidewalk replacement. Brian Kober explained the street lights are in and is waiting for WE Energies to energize the service on Ridgeway Drive.

Pres. Schwab commented that the Village does have a 5 and 10-year plan however, projects don't necessary go in order. The improvements that are made on the project accrues to the value of that property. Tr. Emmrich asked if there was a punch list, Brian Kober stated \$25,000 is being held. They will go back in the Spring and talk to each property owner. Pres. Schwab stated the typical arrangement with assessments is payment in full, have the payment put on 2019 property taxes or establish a 5-year plan with 5% interest.

Vote: 7 ayes, 0 nays. Motion carried.

5. Public Hearing – Resolution #18-28 – Final Special Assessment Rosewood Lane Improvement Project.

Pres. Schwab opened the public hearing at 7:46.

Barb Carbine - N170W21805 Rosewood Lane – Questioned if they would receive a payment notification. Pres. Schwab explained the notice is mailed after the resolution is approved.

Ms. Carbine asked if sidewalks would be put in on the other side of Rosewood. Brian Kober stated a meeting will be held on TIF 6 and it depends on what gets developed. Ms. Carbine wanted to know about street lights. Brian Kober stated they are working on a plan, this project started in 2004. The Village is working with WE Energies and the Village will be putting in street lights. There is a punch list on this project. Ms. Carbine commented it would be courteous for the Village to give the property owners a letter with a list of what is going to happen during the project.

Pres. Schwab closed the public hearing at 7:51 p.m.

Motion by Pres. Schwab, second by Tr. Malcolm to approve Resolution #18-28 – Final Special Assessment Rosewood Lane Improvement Project with four payment options. The first option is payment in full, second option is to add it to 2019 taxes, third option is a 5-year payment plan with 5% interest and the fourth option is a 10-year payment plan with 5% interest.

Vote: 7 ayes, 0 nays. Motion carried.

6. Ceremonial Oath of Office – Collin Johnson – Director of Building Inspection

Village Clerk/Treasurer Dobratz conducted the ceremonial oath of office for Collin Johnson, Director of Building Inspection.

7. Committee Member Appointment and Administration Oath of Office – Board of Public Works Member

Motion by Pres. Schwab, second by Tr. Olson to appoint Dan Leonard to the Board of Public Works.

Vote: 7 ayes, 0 nays. Motion carried.

Oath of Office was administered to Dan Leonard.

8. Approval of Minutes for the Village Board Meeting of November 13, 2018 and December 3, 2018.

Motion by Tr. Malcolm, second by Tr. Lippold to approve the Village Board Minutes of November 13, 2018 and December 3, 2018.

Vote: 7 ayes, 0 nays. Motion carried.

9. Approval of Licenses

- Massage Licenses:

Back in Balance Bodyworks: Jenna E. Frank

- Operators Licenses:

East Side Mart: Kadence R. Haugland, Jonathan A. Spingola

Walgreens: Dakota J. Morsovillo, Renata H. Oswald, Taylor C. Wells

Motion by Tr. Kurtz, second by Tr. Emmrich to approve the Licenses.

Vote: 6 ayes, 0 nays, 1 abstain (Tr. Kruepke). Motion carried.

10. Budget & Finance Committee

- **Review of Purchase for Utility Mower Replacement.**

Motion by Pres Schwab, second by Tr. Olson to approve the Utility Mower Replacement not to exceed \$10,249.00.

Tr. Lippold asked what the difference is between the two mowers. Brian Kober explained one of the mowers has fuel injection and it will be more efficient.

Vote: 7 ayes, 0 nays. Motion carried.

- **Equipment Pay Request – Hickory Lane Inclusive Playground.**

Kelly Valentino stated this is for the bulk of the equipment that has been installed this Fall and the surface equipment will be installed in the Spring. The Friends of Jackson Park & Recreation made a deposit into capital projects for \$100,000.00. This is budgeted for 2018.

Motion by Pres. Schwab, second by Tr. Kurtz to approve Hickory Lane Inclusive Playground in the amount of \$177,083.10 with sincere thanks to the Friends group for their hard work and effort.

Vote: 7 ayes, 0 nays. Motion carried.

- **Review of Purchase for SCBA Equipment**

Chief Swaney commented the SCBAs will expire in April. This is in the 2019 budget; the money will come from the Reserve Fund. They teamed up with West Bend, Hartford, Richfield, and Allenton Fire Departments to get the cost down which began a bidding war. This proposal was far more competitive compared to the other proposals. All SCBAs will be replaced.

Motion by Pres. Schwab, second by Tr. Emmrich to approve the purchase of SCBA Equipment not to exceed \$193,320.00

Vote: 7 ayes, 0 nays. Motion carried.

11. Plan Commission

- No Recommendations.

12. Board of Public Works

- No Recommendations.

13. Joint Parks & Recreation.

- No Recommendations.

14. West Bend School District - Update.

Pres. Schwab thanked those who attended the School Board meeting, offering comments and support. The direction the School Board is going is important for the community. Administration is currently working with the School District on the sale of the property.

15. Proposed Public Safety Building - Update.

Cory Scheidler and Ron Dalton of Cedar Corporation were present. Cory Scheidler gave an update on the next steps and major milestones. Conceptually speaking, the project will wrap up in October 2020. The next step will be with the board considering the design contract for the next phase. Ron Dalton stated the ALTA survey and the Phase 1 environment study were completed on the Schmahl property. After the design authorization, they will have a meeting with the DOT for intersection requirements. John

Walther stated the design contract and building contract will be coming to the Village Board meeting in January. We are waiting for the purchase offer from the School District and they are anticipating the Village will be doing the ALTA survey. The Village Attorney has begun the title search process. Tr. Lippold inquired if there is a waterway on the property. Ron Dalton stated there is and a Chapter 30 permit will be needed.

16. Financial Review and Planning – Update - Ehlers.

Phil Cosson and Jonathan Schatz from Ehlers handed out the 2019 Public Safety Building Finance Plan and presented the analysis. The Village is in good financial shape to take on the Public Safety project. The project costs are preliminary and will be adjusted throughout the process. There is merit to create a new Tax Increment District (TID) as it would help to pay for public infrastructure costs. Phil Cosson went over existing general obligation debt less refunded obligations, TID #2 and TID #4 closure information. Revenue sources that are coming in to help support the project are TID #4 payback revenues, Town of Jackson and Town of Polk community contributions on the fire side and potentially new TID revenues. The Multiyear financing plan was reviewed. Using cost estimates, interest rates, and growth factors in the community, the project fits within the current financial profile. The timeline for a TID creation is Winter/Spring of 2019.

17. Departmental Reports.

Police Chief Vossekuil spoke on the speeding concerns at various locations around the Village brought up at last month's meeting. They increased patrol on all three shifts the last 30 days in those specific areas. In the future, if anyone has concerns on problem areas, please feel free to call, email, Facebook, or stop at the Police Department. Officers participated in Shop with a Cop in West Bend and Lunch with the Law is Friday afternoon at Jackson Elementary School with the K-4th graders. Officer Kathy Borkowski is retiring; her last day is Friday, December 21, 2018 after 18 years with the Village.

Park and Recreation Director Kelly Valentino thanked everyone who supported the Kids Rummage sale and thanked everyone who baked goods for the bake sale. Thank you to Nancy Habel and Jeannie Baerman who decorated the Christmas trees at the Community Center. Monte Carlo night is Saturday, February 2, 2019. The dates have been set for the beer gardens, which will be moving to Shelter #2 and Shelter #3 next year.

Clerk/Treasurer Jilline Dobratz stated property tax bills are all in the mail. Working with the Washington County tax site which is live and a tax receipt or copy of the tax bill can be printed directly from the site.

18. Mid-Moraine Municipal Association Report.

Tr. Kurtz stated the next Legislative meeting will be Wednesday, January 9, 2019.

19. Washington County Board Report.

County Supervisor Bob Hartwig gave an update on Highway 60; gas lines and utilities are being moved. The Washington County logo will be changed. The Legislative Breakfast hosted by the Washington County Heroin Task Force was held on December 7, 2018. He will be going to the capital on January 16, 2019 to speak with Senate and Assembly members.

20. Greater Jackson Business Alliance Report.

None

21. Citizens to Address the Village Board.

None

22. Closed Session pursuant to Wis. Stats. §19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is involved; regarding water extension dispute.

Motion by Pres. Schwab, second by Tr. Malcolm to convene into closed session at 8:40 p.m. and to include the Village Board, Village Attorney, Village Administrator, Village Engineer and Village Clerk.

Roll Call Vote: 7 ayes, 0 nays. Motion carried.

Reconvene into Open Session

The Village Board reconvened into open session at 9:11 p.m.

Motion by Pres. Schwab, second by Tr. Kurtz that the Village Board establish a resolution for 3040 Maple Road, Jackson, WI 53037; the proper application with the appropriate filing fees be filed, the application shall be limited to a single-family residence for the property, the residence must be both occupied and connected to the Village's water system within 12 months of the date of the approval of the application, all rights are reserved by the Village to approve or deny a subsequent request for amendment or renewal of the application, the connection of the property to the Village's water system shall comply with all material rules and regulations of the Village Water Utility requirements.

Discussion on a water capacity analysis surcharge policy may be set in the future.

Vote: 6 ayes, 1 nays (Tr. Olson). Motion carried. (Resolution attached.)

23. Adjourn.

Motion by Pres. Schwab, second by Tr. Emmrich to adjourn.

Vote: 7 ayes, 0 nays. Meeting was adjourned at 9:22 p.m.

Respectfully submitted:

Jilline Dobratz, *CMC/WCMC*
Village Clerk/Treasurer

**Confirmation of Client Request for Services
Between Cedar Corporation (ENGINEER)
and the Village of Jackson (CLIENT)**

Authorization to Perform Public Safety Building Schematic Design Phase/Site Development Coordination

ENGINEER is hereby authorized to proceed with the project listed below. The services are to be completed in a timely manner mutually agreeable with the CLIENT and ENGINEER.

Project: Public Safety Building Facility & Site Final Design

Scope of Work:

ENGINEER will complete the Public Safety Building Final Design of the Facility and adjacent site and related amenities. The site and related amenities is understood to be coordinated with the overall site development of the Schmahl Property as defined in our Scope of Service Schedule as Attachment "A".

Method of Compensation:

Work will be completed for estimated fee of \$385,000.00. We will not exceed this amount without authorization from the Village of Jackson.

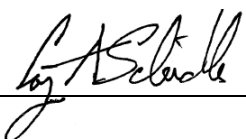
Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

THIS AGREEMENT is hereby approved and executed this ____ day of _____, 2017.

VILLAGE OF JACKSON

CEDAR CORPORATION

By: _____

By: 

Name: _____

Name: Cory Scheidler, AIA

Title: _____

Title: Director

By: _____

By: 

Name: _____

Name: Ronald Dalton, P.E.

Title: _____

Title: Director

STANDARD CONDITIONS

PART I - DESCRIPTION OF SERVICES

- 1.1 CEDAR CORPORATION** agrees to provide professional services for the PROJECT as more completely described in this Agreement.
- 1.2 CEDAR CORPORATION** agrees to provide all professional services within a reasonable period of time following the date of authorization to proceed by OWNER. If a special time schedule must be met for a PROJECT, it shall be specifically set forth in this Agreement.

PART II - CLIENT'S RESPONSIBILITIES

Client, at its expense, shall do the following in a timely manner so as not to delay the services,

2.1 INFORMATION/REPORTS

Furnish Cedar Corporation with all reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to the Project. Unless otherwise specified in Part I, Cedar Corporation may rely upon Client-furnished information without independent verification in performing the Service.

2.2 REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the services.

2.3 GIVE NOTICE

Give prompt written notice to Cedar Corporation whenever Client observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect performance of services under this Agreement.

PART III - BILLING, AND PAYMENT

- 3.1** Cedar Corporation will periodically bill the client with net payment due in 30 days. Unless Client provides Cedar Corporation with a written objection to the bill within 15 days of receipt, Client shall be deemed to accept the bill as submitted.

- 3.2** Where Client disputes some portion of the charges contained in Cedar Corporation's bill for services, he shall make payment of that portion of the bill which is undisputed. In no case may Client elect to withhold payment to Cedar Corporation of the entire amount due.

- 3.3** If Client fails to make any payment due Cedar Corporation for services and expenses after receipt of Cedar Corporation's bill therefore, the amounts due Cedar Corporation shall bear interest from invoice date at the rate set forth in this agreement, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of Cedar Corporation. In addition Cedar Corporation may, after giving ten (10) days written notice to Client, suspend services under this agreement until paid in full all amounts due under this agreement. In the event Client does not pay, or does not pay timely, Cedar Corporation shall be entitled to collect from Client all amounts due plus expenses, including but not limited to attorney fees, incurred by Cedar Corporation in connection with collection efforts, in addition, the reasonable value of Cedar Corporation's time spent in connection with collection efforts, computed at Cedar Corporation's prevailing fee schedule.

PART IV - STANDARD TERMS AND CONDITIONS

- 4.1 STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. Professional services are not subject to, and Cedar Corporation cannot provide any warranty or guarantee, either express or implied. Any such warranties or guarantees contained in any purchase orders, Client action, requisitions or notices to proceed issued by Client are specifically objected to by Cedar Corporation.

- 4.2 CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement and in any addenda to the Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during

initial phases. As the project progresses, facts discovered may indicate that scope must be redefined.

- 4.3 SAFETY.** Cedar Corporation has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Cedar Corporation specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Cedar Corporation employees.

- 4.4 DELAYS.** If events beyond the control of Client or Cedar Corporation, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of god or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement or in any Addenda to this Agreement, then such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Cedar Corporation shall be entitled to an equitable adjustment in compensation.

- 4.5 TERMINATION.** Either party may terminate this Agreement at the end of the term hereof, or any extension thereof, upon 30 days written notice to the other party as provided at PART I above.

Also, this Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar day's written notice of intent to terminate and an opportunity for correcting the default and for consultation with the terminating party before termination. If Cedar Corporation terminates as a result of Client default or the Client terminates for cause, Cedar Corporation shall be paid for services performed to the termination date including reimbursable expenses due. Upon receipt of the terminating action, Cedar Corporation shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to Client all appropriate documents prepared under the Agreement whether completed or in process.

- 4.6 OPINIONS OF PROBABLE CONSTRUCTION COST.** Any opinion of probable construction costs prepared by Cedar Corporation is supplied for the general guidance of the Client only. Since Cedar Corporation has no control over competitive bidding or market conditions, Cedar Corporation cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

- 4.7 RELATIONSHIP WITH CONTRACTORS.** Cedar Corporation shall serve as Client's professional representative for the services, and may make recommendations to Client concerning action relating to Client's contractors. However, Cedar Corporation specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

- 4.8 CONSTRUCTION REVIEW.** For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the municipal project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Cedar Corporation harmless from any claims resulting from performance of municipal services by persons other than Cedar Corporation.

- 4.9 INSURANCE.** Cedar Corporation will maintain insurance coverage for Professional Liability, Comprehensive General, Automobile, Workers Compensation, and Employer's Liability in amounts in accordance with applicable legal requirements as well as Cedar Corporation's business requirements. Certificates evidencing such coverage will be provided to Client upon request.

- 4.10 ALLOCATION OF RISKS.** To the fullest extent permitted by law, Cedar Corporation shall indemnify and hold harmless, Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all

court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Cedar Corporation or Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants in the performance and furnishing of Cedar Corporation's services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Cedar Corporation, Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.

To the fullest extent permitted by law, Cedar Corporation's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused in part by the negligence of Cedar Corporation and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Cedar Corporation's negligence bears to the total negligence of Client, Cedar Corporation, and all other negligent entities and individuals.

4.11

HAZARDOUS MATERIAL.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Cedar Corporation and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Project scope of work. Cedar Corporation agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials are encountered. Client acknowledges and agrees that it retains title to all hazardous

material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transporting or storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize Cedar Corporation to execute such documents as Client's agent. Client waives any claim against Cedar Corporation and agrees to defend, indemnify, and save Cedar Corporation harmless from any claim or liability for injury or loss arising from Cedar Corporation's discovery of unanticipated hazardous materials or suspected hazardous materials.

4.12 ACCESS. Client shall provide Cedar Corporation safe access to any premises necessary for Cedar Corporation to provide the services.

4.13 REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Cedar Corporation for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is discovered within such thirty (30) day period it shall be corrected at no additional cost to Client. Following the expiration of this thirty (30) day

period, Client shall bear all responsibility for the care, custody and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless Cedar Corporation from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client. Cedar Corporation agrees that all plans, engineering designs, electronic and computer data and imagery relating to Client's projects are the property of the Client and shall be presented to Client at no additional cost upon written request.

4.14 AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

4.15 ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

4.16 DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs, including attorneys' fees from the other party.

4.17 NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any

other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

4.18 NO THIRD-PARTY

BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's municipal project contractors.

4.19 SEVERABILITY. The various terms, provisions and covenants contained in this Agreement or any addenda shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

4.20 AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

4.21 OTHER. Cedar Corporation reserves the right to enter into agreements with other design professionals for portions of the work included under this Agreement. Where this subagreement would represent a major portion of the design work, Cedar Corporation shall receive approval of Client for this subagreement.

Attachment “A”

Cedar Corporation’s trademark quality is to listen to you. We seek to create an environment that allows various shareholders to work together and develop exceptional solutions. We will continue to facilitate discussions, meetings, and workshops with the Village Board and Departments to understand the expectations for the project. This final design phase will include the final design of the building and related site elements. It is understood that the site development and coordination will be completed as a separate project. The site/civil design related to the Public Safety Building will be relative to the immediate site, utilities and amenities for the building, parking lot, and drainage.

FINAL DESIGN AND COORDINATION

Cedar’s design experience provides the Village with the opportunity for a functional facility at an affordable cost. The Final Design Phase includes further development of the design and reviews with the Departments and the Village to provide the most functional and economical solutions.

Quality, timeliness, and cost are critical to a successful project and Construction Document Clarity and Accuracy are crucial in achieving competitive and comparable bids. Our Team employs a quality control process and utilizes document standardization and Building Information Modelling (BIM) to provide accurate and concise bidding documents.

During this phase, we will continue to assist the Departments and Village in design decisions regarding building finishes, materials, and alternatives. The Final Design Phase will include the following:

- Preparation of final building code study and regulatory analysis
 - Preparation and discussion of project delivery alternatives
 - Review of building systems and components
 - Coordination of building materials
 - Incorporation of sustainable design features
 - Coordinate with interior designer to begin finish and material selections
 - Design of specialized training elements
 - Review current market conditions to determine effective construction alternatives
 - Preparation of sequencing and project size modifications to maintain budgets
 - Update real time cost estimate
 - Assessment of project delivery method and bid package approaches
 - Preparation of 60% - 90% plans, details, construction documents, and technical specifications for:
 - Architectural
 - Structural
 - Site/Civil/Landscaping
 - Mechanical
 - Electrical
 - Plumbing
 - Building technology
 - Fire Protection Systems
-
- Preparation of building model and rendering
 - Preparation and documentation for Municipal and Planning Commission approval
 - Preparation of final design calculations
 - Coordination with regulatory agencies
 - Review and development of furnishing, equipment, and building amenities
 - Coordinate with interior designer for finish and material selections

- Preparation of final plans, details, construction documents and technical specifications for:
 - Architectural
 - Structural
 - Site/Civil/Landscaping
 - Mechanical
 - Electrical
 - Plumbing
 - Building technology
 - Fire Protection System
- Ongoing constructability review and quality control/assurance review
- Preparation of Front End, General Conditions and requirements and contractual bid documents
- Preparation of final bid packages
- Preparation of opinion of probable construction cost
- Development of Construction Schedule and project staging
- Prepare Submittals to obtain regulatory agency approval

Deliverables include:

Design review at 60% - 90% completion include:

- Site/civil, architectural, structural, mechanical, electrical, plumbing design documents
- Outline specifications of primary building components and systems
- Discussion and facilitation for project delivery methods
- Summary of sustainable building and building system features and components
- Preliminary construction contract and building specifications
- Updated opinion of construction cost including opinion of current market conditions
- Presentation plans to the City and Planning commission

Final Design/Construction review include:

- Site/civil, architectural, structural, mechanical, electrical, plumbing design documents
- Final specifications
- Final Bidding documents
- Proposed construction schedule
- Updated opinion of construction cost including opinion of current market conditions
- Regulatory approval documents

Prior to proceeding with bidding, Cedar Corporation will present the project final plans and next steps to the Department's and Village for approval.

Professional Services Fees

Based on the project scope and our scope of services, we propose to complete the Professional Services as outlined for an estimated fee as follows:

Public Safety Building Final Design Phase	\$385,000
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The fee development is based on an industry standard percentage of 8% of the construction cost which was estimated at \$8.5 million in May of 2017. The schematic design phase was approved in October of 2017 for \$120,000 The Final design will be approximately 60% of the overall design fee, \$385,000. The bidding and contract administration, not including inspection is estimated to be \$175,000.

Upon completion of the Final Design Phase, and at the request of the Village, Cedar will provide a proposal for the next phase of bidding an contract administration and any necessary professional services needed for the project as defined in the deliverables.

Project No. _____
Date: _____

**Confirmation of Client Request for Services
Between Cedar Corporation (ENGINEER)
and Village of Jackson (CLIENT)**

**Authorization to Perform Engineering Services
for Spruce Street and Ridgeway Drive Extensions**

ENGINEER is hereby authorized to proceed with the project listed below. The services are to be completed in a timely manner mutually agreeable with the CLIENT and ENGINEER.

Project: Spruce Street and Ridgeway Drive Extensions

Scope of Work: ENGINEER will complete Design Services for the Spruce Street and Ridgeway Drive Extensions project as defined in the Project Scope of our proposal dated November 8, 2018. ENGINEER has attached a copy of this Project Scope as Attachment "A".

Method of Compensation: Work will be completed for estimated fee of \$98,000.00. ENGINEER will not exceed estimated fee amount without authorization from the CLIENT.

Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

THIS AGREEMENT is hereby approved and executed this ____ day of _____, 2018.

VILLAGE OF JACKSON

CEDAR CORPORATION

By: _____

By: Ronald Dalton

Name: _____

Name: Ronald Dalton, P.E.

Title: _____

Title: Director

By: _____

By: Cory Scheidler - RDD

Name: _____

Name: Cory Scheidler, AIA

Title: _____

Title: Director

STANDARD CONDITIONS

PART I - DESCRIPTION OF SERVICES

1.1 CEDAR CORPORATION agrees to provide professional services for the PROJECT as more completely described in this Agreement.

1.2 CEDAR CORPORATION agrees to provide all professional services within a reasonable period of time following the date of authorization to proceed by OWNER. If a special time schedule must be met for a PROJECT, it shall be specifically set forth in this Agreement.

PART II - CLIENT'S RESPONSIBILITIES

Client, at its expense, shall do the following in a timely manner so as not to delay the services,

2.1 INFORMATION/REPORTS

Furnish Cedar Corporation with all reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to the Project. Unless otherwise specified in Part I, Cedar Corporation may rely upon Client-furnished information without independent verification in performing the Service.

2.2 REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the services.

2.3 GIVE NOTICE

Give prompt written notice to Cedar Corporation whenever Client observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect performance of services under this Agreement.

PART III - BILLING, AND PAYMENT

3.1 Cedar Corporation will periodically bill the client with net payment due in 30 days. Unless Client provides Cedar Corporation with a written objection to the bill within 15 days of receipt, Client shall be deemed to accept the bill as submitted.

3.2 Where Client disputes some portion of the charges contained in Cedar Corporation's bill for services, he shall make payment of that portion of the bill which is undisputed. In no case may Client elect to withhold payment to Cedar Corporation of the entire amount due.

3.3 If Client fails to make any payment due Cedar Corporation for services and expenses after receipt of Cedar Corporation's bill therefore, the amounts due Cedar Corporation shall bear interest from invoice date at the rate set forth in this agreement, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of Cedar Corporation. In addition Cedar Corporation may, after giving ten (10) days written notice to Client, suspend services under this agreement until paid in full all amounts due under this agreement. In the event Client does not pay, or does not pay timely, Cedar Corporation shall be entitled to collect from Client all amounts due plus expenses, including but not limited to attorney fees, incurred by Cedar Corporation in connection with collection efforts, in addition, the reasonable value of Cedar Corporation's time spent in connection with collection efforts, computed at Cedar Corporation's prevailing fee schedule.

PART IV - STANDARD TERMS AND CONDITIONS

4.1 STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. Professional services are not subject to, and Cedar Corporation cannot provide any warranty or guarantee, either express or implied. Any such warranties or guarantees contained in any purchase orders, Client action, requisitions or notices to proceed issued by Client are specifically objected to by Cedar Corporation.

4.2 CHANGE OF SCOPE. The Scope of Services set forth in this Agreement and in any addenda to the Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during

initial phases. As the project progresses, facts discovered may indicate that scope must be redefined.

4.3 SAFETY. Cedar Corporation has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Cedar Corporation specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Cedar Corporation employees.

4.4 DELAYS. If events beyond the control of Client or Cedar Corporation, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of god or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement or in any Addenda to this Agreement, then such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Cedar Corporation shall be entitled to an equitable adjustment in compensation.

4.5 TERMINATION. Either party may terminate this Agreement at the end of the term hereof, or any extension thereof, upon 30 days written notice to the other party as provided at PART I above.

Also, this Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar day's written notice of intent to terminate and an opportunity for correcting the default and for consultation with the terminating party before termination. If Cedar Corporation terminates as a result of Client default or the Client terminates for cause, Cedar Corporation shall be paid for services performed to the termination date including reimbursable expenses due. Upon receipt of the terminating action, Cedar Corporation shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to Client all appropriate documents prepared under the Agreement whether completed or in process.

4.6 OPINIONS OF PROBABLE CONSTRUCTION COST. Any opinion of probable construction costs prepared by Cedar Corporation is supplied for the general guidance of the Client only. Since Cedar Corporation has no control over competitive bidding or market conditions, Cedar Corporation cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

4.7 RELATIONSHIP WITH CONTRACTORS. Cedar Corporation shall serve as Client's professional representative for the services, and may make recommendations to Client concerning action relating to Client's contractors. However, Cedar Corporation specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

4.8 CONSTRUCTION REVIEW. For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the municipal project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Cedar Corporation harmless from any claims resulting from performance of municipal services by persons other than Cedar Corporation.

4.9 INSURANCE. Cedar Corporation will maintain insurance coverage for Professional Liability, Comprehensive General, Automobile, Workers Compensation, and Employer's Liability in amounts in accordance with applicable legal requirements as well as Cedar Corporation's business requirements. Certificates evidencing such coverage will be provided to Client upon request.

4.10 ALLOCATION OF RISKS. To the fullest extent permitted by law, Cedar Corporation shall indemnify and hold harmless, Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all

court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Cedar Corporation or Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants in the performance and furnishing of Cedar Corporation's services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Cedar Corporation, Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.

To the fullest extent permitted by law, Cedar Corporation's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused in part by the negligence of Cedar Corporation and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Cedar Corporation's negligence bears to the total negligence of Client, Cedar Corporation, and all other negligent entities and individuals.

- 4.11 HAZARDOUS MATERIAL.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Cedar Corporation and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Project scope of work. Cedar Corporation agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client acknowledges and agrees that it retains title to all hazardous

material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transporting or storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize Cedar Corporation to execute such documents as Client's agent. Client waives any claim against Cedar Corporation and agrees to defend, indemnify, and save Cedar Corporation harmless from any claim or liability for injury or loss arising from Cedar Corporation's discovery of unanticipated hazardous materials or suspected hazardous materials.

- 4.12 ACCESS.** Client shall provide Cedar Corporation safe access to any premises necessary for Cedar Corporation to provide the services.

- 4.13 REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Cedar Corporation for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is discovered within such thirty (30) day period it shall be corrected at no additional cost to Client. Following the expiration of this thirty (30) day

period, Client shall bear all responsibility for the care, custody and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless Cedar Corporation from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client. Cedar Corporation agrees that all plans, engineering designs, electronic and computer data and imagery relating to Client's projects are the property of the Client and shall be presented to Client at no additional cost upon written request.

- 4.14 AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

- 4.15 ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

- 4.16 DISPUTE RESOLUTION.** Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs, including attorneys' fees from the other party.

- 4.17 NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any

other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

- 4.18 NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's municipal project contractors.

- 4.19 SEVERABILITY.** The various terms, provisions and covenants contained in this Agreement or any addenda shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

- 4.20 AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

- 4.21 OTHER.** Cedar Corporation reserves the right to enter into agreements with other design professionals for portions of the work included under this Agreement. Where this subagreement would represent a major portion of the design work, Cedar Corporation shall receive approval of Client for this subagreement.

Attachment "A"

Project Scope

Design of Public Streets and Infrastructure associated with the Public Safety Building.

Project Description

Extension of Spruce Street from the west boundary of the Schmahl property to Eagle Drive, approximately 2,000 feet. Extension of Ridgeway Drive from STH 60 to Spruce Street, approximately 550 feet. Include sanitary sewer, water main and storm sewer.

Design Services

1. Attend a project kick off meeting and attend design review meetings at 30% and 90% plan status.
2. Prepare plan / profile drawings for the roadway, storm sewer, sanitary sewer and water main.
3. Prepare final cost estimates.
4. Prepare specifications and bid documents for the project.
5. Provide plans to private utilities.
6. Construction bidding assistance including: prepare advertisement for bidding, provide plans / specifications for distribution through Bid Quest, answer bidders questions, administer the bid opening and provide a letter of recommendation for award of the construction contract.

Permitting and Coordination

1. Prepare regulatory permits as required for sanitary sewer and water main.
2. Prepare a Notice of Intent for site grading.
3. Prepare a Chapter 30 Permit for grading near the navigable stream and the stream crossing on Ridgeway Drive. Perform stream modeling for the crossing at Ridgeway Drive.
4. Assist the Village with permitting for a new intersection on STH 60 at Ridgeway Drive.
5. Assist the Village with coordination of the Spruce Street Extension across the ANR Easement.

Surveying Services

1. Conduct a topographic survey of the Schmahl property.
2. Field survey will include collecting data on roads and utilities that terminate at the Schmahl property and a corridor between the Schmahl property and Eagle Drive for Extension of Spruce Street.
3. Prepare a Certified Survey Map for dedication of right-of-way on Spruce Street and Ridgeway Drive.

DRAFT MINUTES
PLAN COMMISSION MEETING
Thursday, January 3, 2019 at 7:00 p.m.
Jackson Village Hall
N168W20733 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call

Pres. Schwab called the meeting to order at 7:00 p.m.

Members present: Keith Berben, Pete Habel, Tr. Kruepke and Jon Weil.

Members excused: Tr. Emmrich and Steve Schoen

Others present: Tr. Kurtz

Staff present: John Walther and Jilline Dobratz.

2. Approval of the Plan Commission minutes of November 29, 2018

Motion by Peter Habel, second by Keith Berben to approve the Plan Commission minutes of November 29, 2018.

Vote: 5 ayes, 0 nays. Motion carried.

3. Concept Plan – JYM Investments LLC – Storage Units

Joe Merkel was present and had received staff comments. Joe questioned the staff comments regarding wetland concerns. He stated this was supposed to be a condominium development. The building pads have 5 to 8 feet of fill, one will end up with 10 to 12 feet of fill. When the development and road went in, a hole was created so the water has no place to go, it doesn't drain. Peter Habel stated the staff comments indicate potential wetland impact. The Village wouldn't make the determination, that would have to come from the DNR. Jon Weil commented that the Southeastern Wisconsin Regional Planning Commission (SEWRPC) does wetland delineations, an area doesn't have to be under water to be a wetland.

Motion by Pres. Schwab, second by Peter Habel to recommend the Village Board approve the Concept Plan for JYM Investments LLC – Storage Units per staff comments.

John Walther stated the Washington County GIS site shows this area as not in any sensitive determination, although new studies could place the area in that category. It would be Mr. Merkel's responsibility to have the County look at that area. The DNR and the County would have to sign off on it. Overall it would improve the look of the area.

Vote: 5 ayes, 0 nays. Motion carried.

4. Certified Survey Map – Bill Holz

Motion by Pres. Schwab, second by Jon Weil to recommend to the Village Board the approval of the Certified Survey Map – Bill Holz per staff comments.

Vote: 5 ayes, 0 nays. Motion carried.

5. Citizens to Address the Plan Commission

None

6. Adjourn

Motion by Peter Habel, second by Pres. Schwab to adjourn.

Vote: 5 ayes, 0 nays. Meeting adjourned at 7:13 p.m.

Respectfully submitted,

Jilline Dobratz, *CMC/WCMC*
Village Clerk/Treasurer

DRAFT