

AGENDA
BUDGET & FINANCE COMMITTEE MEETING
Tuesday, January 8, 2019 at 7:15 p.m.
N168W20733 Main Street
Jackson, WI 53037

NOTE:
Change in
Meeting Time

1. Call to Order and Roll Call
2. Approval of Minutes for the Budget & Finance Meeting of December 11, 2018
3. Approval of December 2018 Treasurer's Report and Check Register
4. Authorization to Perform Public Safety Building Schematic Design Phase/Site Development Coordination
5. Authorization to Perform Engineering Services for Spruce Street and Ridgeway Drive Extension
6. Citizens to address the Budget & Finance Committee
7. 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.

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.

DRAFT MINUTES
Budget & Finance Committee Meeting
Tuesday, December 11, 2018 at 7:00 p.m.
Jackson Village Hall
N168W20733 Main St.
Jackson, WI 53037

1. Call to Order and Roll Call

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

Members Present: Trustees Olson and Kurtz.

Village Board Members Present: Trustees Kruepke and Malcolm.

Staff Present: Collin Johnson, Brian Kober, Fire Chief Swaney, Kelly Valentino, Police Chief Vossekuil, John Walther and Jilline Dobratz.

2. Approval of minutes for the Budget & Finance meeting of November 13, 2018

Motion by Tr. Olson, second by Tr. Kurtz to approve the Budget & Finance minutes of November 13, 2018.

Vote: 3 ayes, 0 nays. Motion carried.

3. Approval of the November 2018 Treasurer's Report and Check Register

The November Treasurer's Report and Check Register were reviewed.

Motion by Tr. Olson, second by Pres. Schwab to approve the November 2018 Treasurer's Report and Check Register.

Vote: 3 ayes, 0 nays. Motion carried.

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

Motion by Pres. Schwab, seconded by Tr. Olson to recommend Village Board approval of Resolution #18-27 – Final Special Assessment Ridgeway Drive Reconstruction Project.

Vote: 3 ayes, 0 nays. Motion carried.

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

Motion by Pres. Schwab, seconded by Tr. Olson to recommend Village Board approval of Resolution #18-28 – Final Special Assessment Rosewood Lane Improvement Project.

Brian Kober recommended offering an additional payment option of a 10-year payment plan at 5% interest as these special assessments are larger amounts.

Pres. Schwab amended his motion, seconded by Tr. Olson to include a 10-year payment option. The four payment options are to pay in full, put it on property taxes in 2019, a 5-year payment plan at 5% interest and the last option is a 10-year payment plan at 10% interest.

Vote: 3 ayes, 0 nays. Motion carried.

6. Review of Purchase for Utility Mower Replacement

Motion by Pres. Schwab, seconded by Tr. Olson to recommend Village Board approval for Utility Mower Replacement in the amount not to exceed \$10,249.00

Brian Kober explained the current mower has a lot of hours on it and it will be used as a back-up in the Street Department. The new mower has a one year warranty.
Vote: 3 ayes, 0 nays. Motion carried.

7. Equipment Pay Request – Hickory Lane Inclusive Playground

Kelly Valentino commented that what is left to be paid is the surface, which couldn't be poured, and concrete work. Roughly \$100,000.00 will be remaining. Items on the punch list will be done in the spring. This is in the 2018 Budget. The Friends of Jackson Park & Recreation deposited \$100,000.00 into capital projects.

Motion by Pres. Schwab, seconded by Tr. Kurtz to recommend Village Board approval for the equipment pay request - Hickory Lane Inclusive Playground in the amount of \$177,083.10

Vote: 3 ayes, 0 nays. Motion carried.

8. Review of Purchase for SCBA Equipment

Fire Chief Swaney handed out the proposal; the current SCBA's expire in April. It is in the budget for next year, it will come out of the reserve fund. Jackson, West Bend, Richfield, Hartford and Allenton Fire Departments went in on the proposal together to get a better bid. The SCBA's will be ordered right away as there is a three month wait for the bottles. They will be received around the same time the old ones expire. Air One Equipment will take the expired SCBA's and is giving back \$300.00 for each pack. Multiple bids were received but they did not compare with the proposal. This is a new company in Wisconsin and will have a location in Menomonee Falls which will provide great service.

Motion by Pres Schwab, second by Tr. Olson to recommend Village Board approval Purchase of SCBA Equipment in the amount not to exceed \$193,320.00 per the proposal submitted.

Vote: 3 ayes, 0 nays. Motion carried.

9. Citizens to address the Budget & Finance Committee

None

10. Adjourn

Motion by Pres. Schwab, second by Tr. Kurtz to adjourn at 7:09 p.m.

Vote: 3 ayes, 0 nays. Motion carried.

Respectfully submitted:

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

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GENERAL VILLAGE CHECKING

Accounting Checks

Posted From: 12/01/2018 From Account:
 Thru: 12/31/2018 Thru Account:

Check Nbr	Check Date	Payee	Amount
96789	12/03/2018	SETTE, DAVE SANTA PERFORMANCE / 12-1-18	150.00
96790	12/06/2018	A-1 AUTO GLASS INSTALL WINDSHIELD, VENT / EH LOADER	185.00
96791	12/06/2018	ADORAMA PHOTO LITH BATTERIES / JPD	26.67
96792	12/06/2018	AT&T PARKS, WWTP, JPD, V HALL ACCTS	337.62
96793	12/06/2018	BAYCOM INC. THERMAL PAPER / JPD	41.00
96794	12/06/2018	BOOSTER PUBLISHING, LLC ACCT #4165 / NOV EVENT ADS / REC	168.24
96795	12/06/2018	CEDAR CORPORATION PUBLIC SAFETY BLDG, RIDGEWAY / NOV 2018	11,511.28
96796	12/06/2018	CHEMTRADE CHEMICALS US LLC ALUM SULFATE / WWTP	3,223.91
96797	12/06/2018	CINTAS CORPORATION CLEANING SUPPLIES / REC	55.02
96798	12/06/2018	COMPLETE OFFICE OF WISCONSIN ACCT #7801 / PAPER, SUPPLIES / JPD, WATER	370.72
96799	12/06/2018	CONLEY MEDIA, LLC ACCT #201274 / 2019 BUDGET	165.40
96800	12/06/2018	CORE & MAIN LP CABLE / WATER	931.90
96801	12/06/2018	DLT SOLUTIONS, LLC 2019 AUTOCAD RENEWAL / WATER, WWTP	602.36
96802	12/06/2018	DOLNICK, JED M. HEALTH INSURANCE / DEC 2018 / JPD	744.40
96803	12/06/2018	EQUAL RIGHTS DIVISION NOVEMBER 2018 WORK PERMITS	7.50
96804	12/06/2018	EUROFINS SF ANALYTICAL LABS EFFLEUNT CHLORIDE / WWTP	56.95
96805	12/06/2018	FAHRNER ASPHALT SEALERS, LLC PATCHING / STRM SEWER, STREETS	2,580.00
96806	12/06/2018	FISHER, RENEE REIMBURSE PROGRAM SUPPLIES / REC	266.72
96807	12/06/2018	FIT4YOU, LLC FITNESS CLASSES / NOV 20 / REC	15.00

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96808	12/06/2018	FOX BROTHER'S PIGGLY WIGGLY ACCT #1710 / NOV 2018 / REC,JFD	71.37
96809	12/06/2018	FRECHETTE, JAMES R. 2019 BUDGET / ADMIN	2,160.00
96810	12/06/2018	GROTA APPRAISALS, LLC MAINT OF ASSMNT RECORDS CNTRACT / DEC 18	2,430.00
96811	12/06/2018	IVERSON, WENDY M SEPT 19 - DEC 20 CLASSES / REC	1,185.00
96812	12/06/2018	JACKSON AUTO SERVICE BALANCE DUE ON ESTIMATE 50238 / JFD	74.04
96813	12/06/2018	JACKSON TRUCK BODY SHOVEL HOLDERS / STREETS	101.40
96814	12/06/2018	JORDAN'S RESTORATION LLC VILLAGE HALL CARPET CLEANING / JPD	980.00
96815	12/06/2018	KRUEPKE PRINTING HAULER DISPOSAL REPORTS / WWTP	165.00
96816	12/06/2018	LAMB, CAITLIN ZUMBA / NOV 6-DEC 20 / REC	270.00
96817	12/06/2018	LANGE ENTERPRISES, INC. HOUSE NUMBERS / BI	728.65
96818	12/06/2018	MARTELLE WATER TREATMENT, INC. AQUA MAG BULK / WATER	1,646.88
96819	12/06/2018	MENARDS - WEST BEND SUPPLIES / WWTP,WATER,STREETS	109.73
96820	12/06/2018	MULCAHY/SHAW WATER, INC. 2.5 REAGENT FOR P700 / WWTP	127.87
96821	12/06/2018	O & W COMMUNICATIONS MOTION DETECT,FIRE ALARM BATTERIES / REC	1,045.00
96822	12/06/2018	O'REILLY AUTOMOTIVE, INC CUST #2261984 / NOV STATE / WWTP	77.29
96823	12/06/2018	OFFICE COPYING EQUIPMENT LTD ACCT #6779665 / NOV COPIES / REC	164.17
96824	12/06/2018	OFFICE DEPOT YELLOW COPY PAPER / ADMIN,JPD	10.78
96825	12/06/2018	P.J.'S PLUMBING COMPANY, INC. REFUND PERMIT #18-20524 / BLDG INSPECT	60.00
96826	12/06/2018	PETTY CASH REPLENISH PETTY CASH / REC,JFD	18.24

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96827	12/06/2018	PROS 4 TECHNOLOGY, INC. OFFICE 365 / JPD	140.50
96828	12/06/2018	R.A. SMITH WATER TOWER WIFI ANTENNA / OCT 2018	1,020.50
96829	12/06/2018	REICH, GREGORY CARTOONING / NOV 1-29, 2018 / REC	56.00
96830	12/06/2018	REINDERS, INC. DEICER / STREETS	182.67
96831	12/06/2018	RELIABLE DOOR AND DOCK, INC GARAGE DOOR REPAIR / V HALL	1,103.75
96832	12/06/2018	SCHAEFFER MFG. CO. OIL / STREETS	1,090.32
96833	12/06/2018	SKODINSKI, JOHN M. HEALTH & DENTAL / DEC 2018 / JFD	234.80
96834	12/06/2018	ST. LAWRENCE EQUIPMENT, INC. GATE,THROTTLE CONTROL / PARKS	92.26
96835	12/06/2018	SUPERIOR CHEMICAL CORPORATION CLEANERS / V HALL,STREETS	160.85
96836	12/06/2018	TENNIES ACE HARDWARE INC. ACCT #78777 / NOV STATEMENT / JPD	42.92
96837	12/06/2018	VERONA SAFETY SUPPLY, INC JACKETS / STREETS	126.80
96838	12/06/2018	VULCAN INDUSTRIES, INC. SPARE PARTS / WWTP	1,681.00
96839	12/06/2018	WAALA, DANIEL REIMBURSE CELL PHONE / DEC 2018	50.00
96840	12/06/2018	WASHINGTON COUNTY CLERK 11-6-18 ELECTION MEMORY CARD DOWNLOAD	20.00
96841	12/06/2018	WE ENERGIES GROUP BILL #0400-824-339 / NOV 2018	36,349.68
96842	12/06/2018	WEIGMAN, DENNIS DEC 19-20,2018 PERFORMANCES / REC	50.00
96843	12/06/2018	WEST BEND VACUUM CENTER INC. BRUSH,BAGS / V HALL	39.98
96844	12/13/2018	A.J. OUTDOOR SPECIALIST TREE REMOVAL / STREETS	15,000.00
96845	12/13/2018	AIR ONE EQUIPMENT INC GEAR WASH,RACING FUEL / JFD	172.00

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96846	12/13/2018	AIRGAS USA, LLC NOV 2018 OXYGEN / JFD	64.84
96847	12/13/2018	AMERICAN SOLUTIONS FOR BUSINESS NAME PLATE / P & F COMMISSION	17.00
96848	12/13/2018	ASSOCIATED TRUST COMPANY 2018 FEES / CDA 11-2008 / FINAL FEE	623.64
96849	12/13/2018	AT&T STREETS, WATER, REC, JFD ACCTS	236.72
96850	12/13/2018	BADGER STATE WASTE LLC NOV BIOSOLIDS HAULING / WWTP	21,885.00
96851	12/13/2018	BATTERIES PLUS LLC 2PK 3V LITHIUM / WATER	9.95
96852	12/13/2018	CHARTER COMMUNICATIONS ACCT #8245110560007580 / JFD	92.83
96853	12/13/2018	CINTAS CORP FIRST AID SUPPLIES / WATER, WWTP, STRTS	551.18
96854	12/13/2018	CLOTHES CLINIC, INC. MATS / V HALL	83.07
96855	12/13/2018	CONWAY SHIELD SHIELDS / JFD	98.00
96856	12/13/2018	CORE & MAIN LP CABLE, CASE, T41-XGS / WATER	1,700.00
96857	12/13/2018	DEITSCH, JEFF L. REIMBURSE WORK BOOTS / WWTP	75.99
96858	12/13/2018	DEMPSEY, EDGARTON, ST. PETER, PETAK & ROSENFELDT ACCT #20967M / GENERAL	1,730.75
96859	12/13/2018	DIGGERS HOTLINE INC. NOV 18 TICKETS / WATER, WWTP	117.41
96860	12/13/2018	EAGLE ENGRAVING, INC. LARGE AXE PLAQUE / JFD	540.00
96861	12/13/2018	EMERGENCY MEDICAL PRODUCTS, INC. MISC MEDICAL SUPPLIES / JFD	549.42
96862	12/13/2018	EXPRESS NEWS ACCT #7076 / DEC EVENT ADS / REC	415.00
96863	12/13/2018	FERGUSON WATERWORKS #1476 HYD CUT, GASKETS / WATER	573.00
96864	12/13/2018	FIT4YOU, LLC FITNESS CLASSES / DEC 3-10 / REC	55.00

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96865	12/13/2018	FROEDTERT HEALTH/WORKFORCE HEALTH MED TESTS / JFD	718.00
96866	12/13/2018	GALLS, LLC UNIFORM SHIRTS / JFD	67.83
96867	12/13/2018	GENERAL COMMUNICATIONS, INC. RADIOS, PROGRAMMING / JFD	7,532.50
96868	12/13/2018	GOSCHEY MECHANICAL INC. FALL MAINT, HEATER UNITS / WWTP	5,109.92
96869	12/13/2018	GREAT-WEST DEFERRED COMP / 12-10-18 PAYROLL	1,975.00
96870	12/13/2018	GREATAMERICA FINANCIAL SVCS DEC 2018 COPIER LEASE / REC	123.00
96871	12/13/2018	HEIN ELECTRIC SUPPLY CO SUPPLIES / V HALL, WATER	182.22
96872	12/13/2018	IVERSON, WENDY M DEC 8 - JAN 26 CLASSES / REC	214.00
96873	12/13/2018	JACKSON PROFESSIONAL POLICE ASSOCIATION UNION DUES / DEC 2018	432.00
96874	12/13/2018	JACKSON TRUCK BODY TRAILER TOOL BOX, PLUG / WWTP	311.50
96875	12/13/2018	LEMKE, CHRISTOPHER PROGRAM REFUND / REC	10.00
96876	12/13/2018	LEMKE, DIANE UTILITY SERVICES FOR DEC 1-15, 2018	736.67
96877	12/13/2018	LINDNER & MARSACK, S.C. CLIENT #2629500M / NOV 2018	2,444.76
96878	12/13/2018	MTM RECOGNITION CORPORATION BADGES / JPD	376.35
96879	12/13/2018	NORTH SHORE BANK, FSB DEFERRED COMP / 12-10-18 PAYROLL	345.00
96880	12/13/2018	OFFICE DEPOT ACCT #42573612 / SUPPLIES / BI, ADMIN, JFD	114.11
96881	12/13/2018	PIEPER ELECTRIC, INC. INSTALL, WIRE LED, POLES, FIXTURES / STREET	28,009.26
96882	12/13/2018	PITNEY BOWES GLOBAL FINANCIAL SRV LLC OCT - DEC 2018 / REC	119.61
96883	12/13/2018	PLAYPOWER LT FARMINGTON HICKORY PARK PLAYGROUND / REC	177,083.10

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96884	12/13/2018	PROS 4 TECHNOLOGY, INC. MAINT, BACKUP, EMAIL - DEC 2018	2,802.99
96885	12/13/2018	RALPH WILLIAMS SERVICE LLP NOV STATEMENT / JFD	3,461.36
96886	12/13/2018	RELIANT FIRE APPARATUS, INC. SWITCH / JFD	205.45
96887	12/13/2018	RICK'S PLUMBING, INC. REMOVE & INSTALL KITCHEN SINK / REC	1,616.00
96888	12/13/2018	RICOH USA, INC. SEPT - NOV COPIES / JPD	38.36
96889	12/13/2018	SALAMONE SUPPLIES CLEANERS / REC	52.18
96890	12/13/2018	SAM'S CLUB/GEMB ACCT #7715 0901 1564 4957 / REC	259.50
96891	12/13/2018	SCHLOEMER LAW FIRM CLIENT #11387-000 / NOV 2018 MUNI COURT	415.50
96892	12/13/2018	SECURIAN FINANCIAL GROUP, INC. POLICY #2832L-G / JAN 2019 / #009180	1,287.74
96893	12/13/2018	SHRED-IT USA 11-26-18 SERVICE / V HALL	62.74
96894	12/13/2018	SPEARS, DAVID 2005 TAX REFUND / REPLACE CK #1477	195.73
96895	12/13/2018	STIPE MACHINE CO INC AMBULANCE SHELVES / JFD	98.15
96896	12/13/2018	STREICHER'S INC. TOURNIQUEST, CASE / JPD	500.00
96897	12/13/2018	TENNIES ACE HARDWARE INC. NOV 2018 / VILLAGE, JFD	727.45
96898	12/13/2018	TOWN OF JACKSON JAN 11, 2019 RENTAL DEPOSIT / JFD	450.00
96899	12/13/2018	U.S. CELLULAR VILLAGE, JPD ACCTS	587.98
96900	12/13/2018	US POSTAL SERVICE PO BOX 527 2019 RENEWAL / JFD	78.00
96901	12/13/2018	VILLAGE MART NOV 2018 / VILLAGE, JFD, JPD	3,729.48
96902	12/13/2018	WENGER CONSTRUCTION INC ROOF REPAIR / WWTP BLDG	1,320.00

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Check Nbr	Check Date	Payee	Amount
96903	12/13/2018	WI SCTF GARNISHMENTS / 12-10-18 PAYROLL	459.68
96904	12/13/2018	XEROX CORPORATION ACCT #718212004 / OCT 2018 / ADMIN	258.75
96905	12/20/2018	ALFT, LYLE P 2018 PROP TAX REFUND / V3 0168018	47.74
96906	12/20/2018	ANDERSON, CRAIG 2018 PROP TAX REFUND / V3 0171003	12.88
96907	12/20/2018	APALSCH, KELLINA J 2018 PROP TAX REFUND / V3 046500G5223	46.08
96908	12/20/2018	BARCLAY, PETER B 2018 PROP TAX REFUND / V3 0205057	47.96
96909	12/20/2018	BARKOW, JASON 2018 PROP TAX REFUND / V3 0088082	50.41
96910	12/20/2018	BECKER, TIMOTHY P 2018 PROP TAX REFUND / V3 046500A1401	50.68
96911	12/20/2018	BEEKMAN, SUSAN 2018 PROP TAX REFUND / V3 0467039	50.87
96912	12/20/2018	BEHNKE, JENNIFER L 2018 PROP TAX REFUND / V3 0195031	48.46
96913	12/20/2018	BLAIR, MARTIN 2018 PROP TAX REFUND / V3 0203005	90.25
96914	12/20/2018	BOHN, JON R 2018 PROP TAX REFUND / V3 0016014	50.78
96915	12/20/2018	BOIVIN, DAVID R 2018 PROP TAX REFUND / V3 0017109	52.93
96916	12/20/2018	BOJACK, JESSICA A 2018 PROP TAX REFUND / V3 0467008	49.37
96917	12/20/2018	BOULD, ALAN J 2018 PROP TAX REFUND / V3 0205007	47.35
96918	12/20/2018	BRAUN TRUST 2018 PROP TAX REFUND / V3 0170018	6.53
96919	12/20/2018	BRUNS, GARY L 2018 PROP TAX REFUND / V3 0203012	53.71
96920	12/20/2018	BURY, RICHARD J 2018 PROP TAX REFUND / V3 0199010	49.74
96921	12/20/2018	CASSIDY, JOSEPH D. 2018 PROP TAX REFUND / V3 046500G5411	45.67

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96922	12/20/2018	CLOW, DEAN 2018 PROP TAX REFUND / V3 0168002	256.78
96923	12/20/2018	CORDOVA, ANTONIO 2018 PROP TAX REFUND / V3 0205018	47.80
96924	12/20/2018	CZINNER, JOHN G 2018 PROP TAX REFUND / V3 0170106	51.86
96925	12/20/2018	DADIAN, CYNTHIA 2018 PROP TAX REFUND / V3 0203021	91.96
96926	12/20/2018	DEPIES, WILLIAM A 2018 PROP TAX REFUND / V3 001700A	309.58
96927	12/20/2018	DUNAJ, RICHARD M 2018 PROP TAX REFUND / V3 0170146	41.24
96928	12/20/2018	EASTMAN, JOSHUA J 2018 PROP TAX REFUND / V3 0088004	47.96
96929	12/20/2018	EGGLESTON, ERIK D. 2018 PROP TAX REFUND / V3 0199117	53.01
96930	12/20/2018	ERDMAN, CHAD C. 2018 PROP TAX REFUND / V3 0015011	36.40
96931	12/20/2018	ERLICHER, TINA 2018 PROP TAX REFUND / V3 0467042	49.46
96932	12/20/2018	ESTRADA, LYNN MARIE ANN 2018 PROP TAX REFUND / V3 0008003002	208.79
96933	12/20/2018	FADDEN, RAYMOND PAUL 2018 PROP TAX REFUND / V3 0467018002	45.50
96934	12/20/2018	FEIERTAG, THOMAS E 2018 PROP TAX REFUND / V3 0196089	51.25
96935	12/20/2018	FISCHER, DANIEL J 2018 PROP TAX REFUND / V3 0467050	146.54
96936	12/20/2018	FISCHER, THOMAS E. 2018 PROP TAX REFUND / V3 0480078	51.35
96937	12/20/2018	FLEMING, DIANE K. 2018 PROP TAX REFUND / V3 0170025	49.95
96938	12/20/2018	FOLEY, JAMES M 2018 PROP TAX REFUND / V3 0015128	50.78
96939	12/20/2018	FONS, BRADLEE J 2018 PROP TAX REFUND / V3 0199075002	127.93
96940	12/20/2018	FREDERICK, JENNIE C 2018 PROP TAX REFUND / V3 0088083	50.23

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96941	12/20/2018	FRITSCH, DAVID R. 2018 PROP TAX REFUND / V3 0205066	47.94
96942	12/20/2018	FRITZKE, DONALD M 2018 PROP TAX REFUND / V3 052900E038	45.88
96943	12/20/2018	GENRICH, ROBERT L 2018 PROP TAX REFUND / V3 0171050	51.74
96944	12/20/2018	GIESE, JR. CHARLES 2018 PROP TAX REFUND / V3 0170142	52.55
96945	12/20/2018	GOODMAN, JACQUELINE J 2018 PROP TAX REFUND / V3 0199097	50.40
96946	12/20/2018	GOODWILL, ANTHONY 2018 PROP TAX REFUND / V3 0205038	49.20
96947	12/20/2018	GRAEF, GERALD F 2018 PROP TAX REFUND / V3 052900E022	46.42
96948	12/20/2018	GROH, DAVID R 2018 PROP TAX REFUND / V3 0017052	51.90
96949	12/20/2018	GUYANT, LORI 2018 PROP TAX REFUND / V3 0013022	65.66
96950	12/20/2018	HALL, JEAN M 2018 PROP TAX REFUND / V3 0545042	20.85
96951	12/20/2018	JACOBY, BETTY JEAN 2018 PROP TAX REFUND / V3 052900E047	46.06
96952	12/20/2018	JESKE, JAMES A 2018 PROP TAX REFUND / V3 0148	45.81
96953	12/20/2018	JUNG, DALE D 2018 PROP TAX REFUND / V3 0170006002	48.97
96954	12/20/2018	JUNG, RANDAL L 2018 PROP TAX REFUND / V3 0203029	53.50
96955	12/20/2018	KAGERBAUER, KEITH L. 2018 PROP TAX REFUND / V3 020303400A	52.24
96956	12/20/2018	KIKKERT, BRIAN B 2018 PROP TAX REFUND / V3 0015124	48.37
96957	12/20/2018	KLAMAN, FRANK P 2018 PROP TAX REFUND / V3 0017139	151.25
96958	12/20/2018	KLEISS, ERIC J 2018 PROP TAX REFUND / V3 0196092	49.97
96959	12/20/2018	KLEPFER, ROBERT G 2018 PROP TAX REFUND / V3 0196088	49.51

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96960	12/20/2018	KLEPPE, RICHARD C. 2018 PROP TAX REFUND / V3 0205099002	45.81
96961	12/20/2018	KREUTZER, ROBERT F 2018 PROP TAX REFUND / V3 0088094	49.13
96962	12/20/2018	KURTZ, JAMES W. 2018 PROP TAX REFUND / V3 0551005132	47.70
96963	12/20/2018	KWATERSKI JR, EDMUND A 2018 PROP TAX REFUND / V3 0203036111	52.04
96964	12/20/2018	LAVERENZ, GARY 2018 PROP TAX REFUND / V3 0015017	46.99
96965	12/20/2018	LEGATE, JENNIFER J 2018 PROP TAX REFUND / V3 0170195002	49.60
96966	12/20/2018	LEHRMANN, CHRISTOPHER 2018 PROP TAX REFUND / V3 0480095	50.40
96967	12/20/2018	LEMKE, AMY LEAH 2018 PROP TAX REFUND / V3 0170133	51.49
96968	12/20/2018	LENNIE, JEFFREY B 2018 PROP TAX REFUND / V3 0017032	52.30
96969	12/20/2018	LILLY REVOCABLE LIVING TRUST 2018 PROP TAX REFUND / V3 0199053002	49.63
96970	12/20/2018	LITINSKIY, ARKADLY M 2018 PROP TAX REFUND / V3 0199050001	93.63
96971	12/20/2018	LOPEZ, EDGARDO 2018 PROP TAX REFUND / V3 0203027	1,141.49
96972	12/20/2018	LOUKKA, RAYMOND R 2018 PROP TAX REFUND / V3 0150	146.15
96973	12/20/2018	LUESSOW, ANTHONY A 2018 PROP TAX REFUND / V3 0015103001	46.01
96974	12/20/2018	MAJINSKI, WILLIAM J 2018 PROP TAX REFUND / V3 0480049	50.67
96975	12/20/2018	MCCARTHY, GUY D. 2018 PROP TAX REFUND / V3 046500G5523	38.45
96976	12/20/2018	MCINNIS, BRET S 2018 PROP TAX REFUND / V3 0199076	50.51
96977	12/20/2018	MESS, RICK A 2018 PROP TAX REFUND / V3 0170185	51.43
96978	12/20/2018	MEYER, ANDREW T 2018 PROP TAX REFUND / V3 0017067	1,598.19

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96979	12/20/2018	MOEGENBURG, CHARLES R 2018 PROP TAX REFUND / V3 0017004	49.99
96980	12/20/2018	MUELLER, ROBERT J. 2018 PROP TAX REFUND / V3 0015113	48.61
96981	12/20/2018	NEUMAN, THOMAS G 2018 PROP TAX REFUND / V3 0205049	21.09
96982	12/20/2018	NORDQUIST, JACOB M. 2018 PROP TAX REFUND / V3 0117	50.00
96983	12/20/2018	OHRMUND, PATRICIA M 2018 PROP TAX REFUND / V3 0171503	47.29
96984	12/20/2018	OLSON, JEFFREY A 2018 PROP TAX REFUND / V3 0088023	171.86
96985	12/20/2018	PATEL, MAYUR M 2018 PROP TAX REFUND / V3 001710200B	52.85
96986	12/20/2018	PATTERSON, LESLIE A. 2018 PROP TAX REFUND / V3 0170168	37.19
96987	12/20/2018	PETERS, MICHAEL R 2018 PROP TAX REFUND / V3 0170044	52.51
96988	12/20/2018	PHILLIPS, MARK S 2018 PROP TAX REFUND / V3 0203013	91.31
96989	12/20/2018	PIEPER, ROLAND L. 2018 PROP TAX REFUND / V3 0551005171	47.86
96990	12/20/2018	POLIVKA, ROBERT A 2018 PROP TAX REFUND / V3 0196010	49.47
96991	12/20/2018	POOLE, SCOTT D 2018 PROP TAX REFUND / V3 01712302	44.19
96992	12/20/2018	PURGETT, PAUL E 2018 PROP TAX REFUND / V3 0152	199.24
96993	12/20/2018	REMERS, FRED W 2018 PROP TAX REFUND / V3 0205052	49.40
96994	12/20/2018	RENLY, DAVID E 2018 PROP TAX REFUND / V3 0551005252	49.34
96995	12/20/2018	RICH, ROBERT J 2018 PROP TAX REFUND / V3 052900c027	53.29
96996	12/20/2018	RYAN, NATHAN 2018 PROP TAX REFUND / V3 0170077	52.97
96997	12/20/2018	SCHILCHER, SHANE A 2018 PROP TAX REFUND / V3 0090049	49.98

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96998	12/20/2018	SCHOENWETTER, ALAN L 2018 PROP TAX REFUND / V3 0203031	51.40
96999	12/20/2018	SCHOWALTER, NICHOLE 2018 PROP TAX REFUND / V3 046500C303	43.81
97000	12/20/2018	SCHRAMM, DARWIN C 2018 PROP TAX REFUND / V3 0171020	205.65
97001	12/20/2018	SCHUMACHER, DARREL 2018 PROP TAX REFUND / V3 046500C1703	44.94
97002	12/20/2018	SCHWARTZ, WILLIAM A 2018 PROP TAX REFUND / V3 0199096	49.93
97003	12/20/2018	SEAMAN, JOSEPH L 2018 PROP TAX REFUND / V3 0009008	124.69
97004	12/20/2018	SEEGER, JAMES J 2018 PROP TAX REFUND / V3 02051120B8	45.90
97005	12/20/2018	SEEK INVESTMENTS II LLC 2018 PROP TAX REFUND / V3 0133	55.30
97006	12/20/2018	SMITH, KURT R 2018 PROP TAX REFUND / V3 0088077	51.77
97007	12/20/2018	SMITH, MICHAEL D. 2018 PROP TAX REFUND / V3 0199062002	46.97
97008	12/20/2018	SOKOLOWICZ, RUSSELL R 2018 PROP TAX REFUND / V3 052900E026	46.42
97009	12/20/2018	SOLON, STEPHEN 2018 PROP TAX REFUND / V3 0170037	148.27
97010	12/20/2018	SPAETH, JEFF 2018 PROP TAX REFUND / V3 0171064	52.01
97011	12/20/2018	STRAUSS, BONITA 2018 PROP TAX REFUND / V3 046500G5514	45.70
97012	12/20/2018	TREACY, TIMOTHY M 2018 PROP TAX REFUND / V3 01711104	47.34
97013	12/20/2018	VAN BEEK, HEIDI T. 2018 PROP TAX REFUND / V3 0551005335	168.10
97014	12/20/2018	VIELBAUM, JAMES M 2018 PROP TAX REFUND / V3 052900E048	46.16
97015	12/20/2018	WATERS IV, JOSEPH C. 2018 PROP TAX REFUND / V3 004700B	47.64
97016	12/20/2018	WERTZ, SANDRA A 2018 TAX REFUND / V300110G100A,M1205	43.34

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97017	12/20/2018	ZEINERT, DEBRA 2018 PROP TAX REFUND / V3 0181	242.24
97019	12/20/2018	BATTERIES PLUS LLC 3.6V NIMH / WATER	44.95
97020	12/20/2018	BELONGER HEATING REPAIR / REC	1,028.00
97021	12/20/2018	BMO HARRIS BANK N.A. ACCT #1656 / NOV 2018 / VILLAGE CC	3,481.19
97022	12/20/2018	CENTURY LINK ACCT #85419756 / ADMIN	38.80
97023	12/20/2018	CHARTER COMMUNICATIONS ACCT #8245110560007580 / ADMIN	7.77
97024	12/20/2018	FISHER, RENEE REIMBURSE SUPPLIES,PHONE / REC	60.35
97025	12/20/2018	GOODYEAR AUTO SERVICE CENTER TIRES / WATER	972.06
97026	12/20/2018	GOSCHEY MECHANICAL INC. FALL MAINT / BLOWER BLDG / WWTP	2,237.78
97027	12/20/2018	GREMMER & ASSOCIATES, INC. RIDGEWAY CT STORM SEWER / NOV 2018	1,931.48
97028	12/20/2018	JACKSON CONCRETE INC. RE-BAR,CONCRETE,CHLORIDE / WATER	1,548.00
97029	12/20/2018	KETTLE MORaine FSC SKATING LESSONS / SESSION 3 / REC	192.00
97030	12/20/2018	LOOMANS, JESSICA REIMBURSE PHONE DEC 18 / REC	35.00
97031	12/20/2018	MENARDS - WEST BEND LOOP TIES,GLOVES / WWTP,WATER	53.96
97032	12/20/2018	MUNSON INC. FENCE, INSTALL / EAGLE DR BLDG	7,930.00
97033	12/20/2018	OFFICE DEPOT ACCT #42573612 / SUPPLIES / REC,BI	247.26
97034	12/20/2018	PIEPER ELECTRIC, INC. EXTERIOR LIGHT REPAIR / REC	6,465.27
97035	12/20/2018	PROS 4 TECHNOLOGY, INC. LAPTOP,WORKSTATION / ADMIN,EAGLE DR	2,629.00
97036	12/20/2018	ROGAN'S SHOES, INC. ACCT #1901 / BOOTS / STREETS	93.50

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97037	12/20/2018	SALAMONE SUPPLIES CLIP RIM HANGER / REC	30.91
97038	12/20/2018	VALENTINO, KELLY REIMBURSE PHONE DEC 18 / REC	35.00
97039	12/20/2018	WEST BEND SCHOOL DISTRICT NOV 2018 PARKING FEES	3,827.52
97040	12/20/2018	WI PARKS & RECREATION ASSOCIATION FEB 2019 LEADERSHIP ACADEMY / REC	399.00
97041	12/20/2018	WISCONSIN DEPT OF JUSTICE ACCT#L6707T / OCT,NOV 2018	175.00
97042	12/27/2018	ALONSO, LUCAS R 2018 PROP TAX REFUND / V3 01700757	122.26
97043	12/27/2018	ANDERSON, WALTER P 2018 PROP TAX REFUND / V3 0199136001	51.16
97044	12/27/2018	ASHLEY, JOHN E 2018 PROP TAX REFUND / V3 0196083	52.73
97045	12/27/2018	AXTMAN, SANDRA ANN 2018 PROP TAX REFUND / V3 046500A0802	49.91
97046	12/27/2018	BATES, DANIEL 2018 PROP TAX REFUND / V3 052900C022	51.59
97047	12/27/2018	BECHER, ROBERT A 2018 PROP TAX REFUND / V3 0205033	48.40
97048	12/27/2018	BELL, ALLAN 2018 PROP TAX REFUND / V3 02051120G4	47.80
97049	12/27/2018	BINDRICH, CLINT A 2018 PROP TAX REFUND / V3 0015048	12.37
97050	12/27/2018	BLANCHETTE, DAVID A 2018 PROP TAX REFUND / V3 0013041	50.47
97051	12/27/2018	BOELTER, TIMOTHY 2018 PROP TAX REFUND / V3 0170019	50.40
97052	12/27/2018	BUCK PROPERTIES LLC 2018 PROP TAX REFUND / V3 019700R	102.68
97053	12/27/2018	BYSTREK, DOUGLAS J 2018 PROP TAX REFUND / V3 0017122001	54.09
97054	12/27/2018	DACHEL, SCOTT B 2018 PROP TAX REFUND / V3 0171602	46.42
97055	12/27/2018	DEANGELIS, JOHN 2018 PROP TAX REFUND / V3 01711623	39.52

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97056	12/27/2018	DEETJEN, DONALD L 2018 PROP TAX REFUND / V3 0199130001	50.78
97057	12/27/2018	FEURIG, HEIDI L. 2018 PROP TAX REFUND / V3 001710300A	1,202.89
97058	12/27/2018	FINGAR, MARK A 2018 PROP TAX REFUND / V3 046500G5212	45.53
97059	12/27/2018	FLEISCHMANN, DAVID M 2018 PROP TAX REFUND / V3 0171401	46.47
97060	12/27/2018	FOCHS, DEBORAH 2018 PROP TAX REFUND / V3 0203036012	10.21
97061	12/27/2018	FORSHEE LIVING TRUST 2018 PROP TAX REFUND / V3 0196017	48.58
97062	12/27/2018	FOWLER, JEFFREY J 2018 PROP TAX REFUND / V3 0090031	51.67
97063	12/27/2018	FRASE, MARK J 2018 PROP TAX REFUND / V3 011000A	5.95
97064	12/27/2018	GALL, ANDREW J 2018 PROP TAX REFUND / V3 0136	45.21
97065	12/27/2018	GERNER, JEFFREY E 2018 PROP TAX REFUND / V3 0203001	95.62
97066	12/27/2018	GIERACH, MARYANN 2018 PROP TAX REFUND / V3 019800103A	47.70
97067	12/27/2018	GOETZ, CHRISTOPHER 2018 PROP TAX REFUND / V3 01711003	35.81
97068	12/27/2018	GOODMAN, ADAM P. 2018 PROP TAX REFUND / V3 0169015	7.08
97069	12/27/2018	GRAY, NICHOLAS R 2018 PROP TAX REFUND / V3 046500C3302	10.81
97070	12/27/2018	GUGLIOTTI, NATHAN J 2018 PROP TAX REFUND / V3 0017126	52.00
97071	12/27/2018	GUMZ, KENNETH J. 2018 PROP TAX REFUND / V3 0098	171.42
97072	12/27/2018	HANKES, DENNIS J 2018 PROP TAX REFUND / V3 0170059	50.87
97073	12/27/2018	HANSEN, RYAN W 2018 PROP TAX REFUND / V3 0467022	51.43
97074	12/27/2018	JANECKE, BRIAN A. 2018 PROP TAX REFUND / V3 046500D4004	10.32

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97075	12/27/2018	JESKE, DEBBIE A. 2018 PROP TAX REFUND / V3 046500G5512	45.70
97076	12/27/2018	JOHANNSEN, CHRISTOPHER R 2018 PROP TAX REFUND / V3 046500C1704	44.90
97077	12/27/2018	KACEN, MAY M. 2018 PROP TAX REFUND / V3 052900E043	46.06
97078	12/27/2018	KALTZ, COLETTE 2018 PROP TAX REFUND / V3 02051120B5	142.63
97079	12/27/2018	KIEFER, ERIC P. 2018 PROP TAX REFUND / V3 0171063	53.19
97080	12/27/2018	KUENSTLER, ROBERT 2018 PROP TAX REFUND / V3 052900B011	479.50
97081	12/27/2018	KUNSTEK, KEVIN M 2018 PROP TAX REFUND / V3 0171021	740.03
97082	12/27/2018	KUSTERS, RONALD J 2018 PROP TAX REFUND / V3 052900E127	46.23
97083	12/27/2018	KWAPISZEWSKI, DAVID J 2018 PROP TAX REFUND / V3 01711503	44.20
97084	12/27/2018	LAMBERG PROPERTIES LLC 2018 PROP TAX REFUND / V30199056,0196066	23.00
97085	12/27/2018	LENNART, DONNA 2018 PROP TAX REFUND / V3 046500D4003	46.44
97086	12/27/2018	LEONARD, PAUL M 2018 PROP TAX REFUND / V3 0015039	21.08
97087	12/27/2018	LIMBACH, RONALD G. 2018 PROP TAX REFUND / V3 0205060	48.94
97088	12/27/2018	MAB REAL ESTATE LLC 2018 PROP TAX REFUND / V3 01712107	7.51
97089	12/27/2018	MADALINSKI, TANYA 2018 PROP TAX REFUND / V3 046500C2004	2,305.23
97090	12/27/2018	MANGAN, KEVIN 2018 PROP TAX REFUND / V3 0199103002	50.85
97091	12/27/2018	MILLER, JESSICA A 2018 PROP TAX REFUND / V3 01711521	44.85
97092	12/27/2018	MUELLER, KATHLEEN R. 2018 PROP TAX REFUND / V3 0551005082	49.46
97093	12/27/2018	NELSON, THOMAS J 2018 PROP TAX REFUND / V3 0088057	182.94

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97094	12/27/2018	NIGGEMEIER JR, CHRISTOPHER R 2018 PROP TAX REFUND / V3 0170196001	48.65
97095	12/27/2018	OLSON, DONALD M 2018 PROP TAX REFUND / V3 0170127	52.41
97096	12/27/2018	OLSON, RONALD E 2018 PROP TAX REFUND / V3 0170086	51.93
97097	12/27/2018	PAQUETTE, MICHAEL J 2018 PROP TAX REFUND / V3 0467021	50.01
97098	12/27/2018	PATTERSON, STACY M 2018 PROP TAX REFUND / V3 046500C2003	2,156.00
97099	12/27/2018	PEIFFER, DONALD D 2018 PROP TAX REFUND / V3 0017123	52.02
97100	12/27/2018	RESSEL, SHARON 2018 PROP TAX REFUND / V3 02051120C7	45.61
97101	12/27/2018	RICHARD, LEE A 2018 PROP TAX REFUND / V3 0196034	49.12
97102	12/27/2018	ROSKOPF, CORY P 2018 PROP TAX REFUND / V3 0170125	52.84
97103	12/27/2018	RUNDBERG, DONALD V 2018 PROP TAX REFUND / V3 0170147	52.49
97104	12/27/2018	SAUTER, LINDSEY 2018 PROP TAX REFUND / V3 046500C1706	44.95
97105	12/27/2018	SAWA, MATHEW V 2018 PROP TAX REFUND / V3 0467041	46.82
97106	12/27/2018	SCHOENECKER, MATTHEW 2018 PROP TAX REFUND / V3 0467010	201.09
97107	12/27/2018	SCHREIER, WILLIAM R 2018 PROP TAX REFUND / V3 0088003	170.82
97108	12/27/2018	SCHULTA, MITCHELL J. 2018 PROP TAX REFUND / V3 046500G5712	45.71
97109	12/27/2018	SCHUMACHER, SHARON E 2018 PROP TAX REFUND / V3 008400A	493.26
97110	12/27/2018	SELODE, SHAWN T 2018 PROP TAX REFUND / V3 0171006	321.20
97111	12/27/2018	STAUDY, MEGAN 2018 PROP TAX REFUND / V3 02051120A4	44.30
97112	12/27/2018	STENGLEIN, GARY R 2018 PROP TAX REFUND / V3 0199068001	60.75

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97113	12/27/2018	STEVES 12 LLC & JACKSON TRANSFER LLC 2018 PROP TAX REFUND / V3 030200G	812.15
97114	12/27/2018	STOCKS, WILLIAM E 2018 PROP TAX REFUND / V3 0088080	147.90
97115	12/27/2018	STUBING, JESSIE 2018 PROP TAX REFUND / V3 046500C2101	46.16
97116	12/27/2018	VOELZ, RANDY E 2018 PROP TAX REFUND / V3 0016003	51.99
97117	12/27/2018	WALTON, CHERI H. 2018 PROP TAX REFUND / V3 0016003	72.00
97118	12/27/2018	WENDT, DAVID D. 2018 PROP TAX REFUND / V3 0199069001	119.24
97119	12/27/2018	ZARLING, DAVID F 2018 PROP TAX REFUND / V3 0170036	52.20
97120	12/27/2018	ZUSY, BRANDON LEE 2018 PROP TAX REFUND / V3 0015103002	44.24
97121	12/27/2018	ADVANCED DISPOSAL ACCT #E6009542,E1011086 / NOV,DEC 2018	34,105.61
97122	12/27/2018	AFLAC DEC 3-31, 2018	726.14
97123	12/27/2018	AIR ONE EQUIPMENT INC BOOTS / JFD	200.00
97124	12/27/2018	ALADTEC, INC. 2019 RENEWAL / MANAGEMENT SYSTEM / JFD	1,345.00
97125	12/27/2018	ALLIED 100 LITTLE ANNE QCPR / JFD	1,044.90
97126	12/27/2018	AMAZON CAPITAL SERVICES BATTERIES / ADMIN	127.19
97127	12/27/2018	BIASEW MARCH 6,7, 2019 CODE UPDATES / ENG	205.00
97128	12/27/2018	BRUCE EQUIPMENT ENCLSR,DECAL,RETURN / WWTP	10.88
97129	12/27/2018	CLIA LABORATORY PROGRAM ID#52D0987553 / CERT FEE / 6/7/19-6/6/21	150.00
97130	12/27/2018	CLOTHES CLINIC, INC. MATS / V HALL	83.07
97131	12/27/2018	CONWAY SHIELD GLOVES / JFD	85.00

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97132	12/27/2018	CORE & MAIN LP RIDGEWAY CT DRAINAGE SUPPLIES	5,047.00
97133	12/27/2018	EAGLE ENGRAVING, INC. SERVICE AWARDS / JFD	76.93
97134	12/27/2018	EIASEW FEB 27, 2019 CODE UPDATE / ENG	95.00
97135	12/27/2018	GENERAL COMMUNICATIONS, INC. DUAL CABLE,DOCK STATION / JFD,JPD	1,401.50
97136	12/27/2018	GREAT-WEST DEFERRED COMP / 12-26-18 PAYROLL	1,975.00
97137	12/27/2018	HOPPER'S RETIREMENT PLAQUE / JPD	195.00
97138	12/27/2018	HORSCH & MILLER INC. REPLACE PRESSURE SWITCH / JFD	241.00
97139	12/27/2018	IMAGE TREND, INC ELITE RESCUE ANNUAL FEE / JFD	3,023.57
97140	12/27/2018	JACKSON CONCRETE INC. CONCRETE,CARTAGE,HEAT,CHLORIDE / HICKORY	276.63
97141	12/27/2018	L-R METER TESTING & REPAIR, INC. TEST,REPAIR 2 METERS / WATER	350.70
97142	12/27/2018	LANGE ENTERPRISES, INC. STREET SIGNS	137.62
97143	12/27/2018	LANNON STONE PRODUCTS SALT SHED / STREETS	6,734.20
97144	12/27/2018	LEMKE, DIANE UTILITY SERVICES FOR DEC 16-31, 2018	736.67
97145	12/27/2018	MENARDS - WEST BEND SUPPLIES,GLOVES / STREETS,WATER	39.88
97146	12/27/2018	MORTON SALT BULK SAFE-T-SALT / STREETS	14,778.86
97147	12/27/2018	NORTH SHORE BANK, FSB DEFERRED COMP / 12-26-18 PAYROLL	345.00
97148	12/27/2018	OSHKOSH FIRE & POLICE EQUIPMENT AIR TEST RENEWAL / JFD	259.00
97149	12/27/2018	PROS 4 TECHNOLOGY, INC. MAINT,BACKUP,OFFICE 365 / JFD,EAGLE DR	649.00
97150	12/27/2018	SEPRC SEPRC EVENT X 2 / REC	40.00

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Posted From: 12/01/2018

From Account:

Thru: 12/31/2018

Thru Account:

Check Nbr	Check Date	Payee	Amount
97151	12/27/2018	SHERWIN INDUSTRIES, INC. ASPHALT COLD PATCH / STREETS	94.50
97152	12/27/2018	ST. JOSEPHS COMMUNITY HOSPITAL DIAGNOSTIC SERVICES / JPD	66.00
97153	12/27/2018	SWWBIA MAR 18, 2019 CODE UPDATE / ENG	95.00
97154	12/27/2018	TARANTINO, DAVID REIMBURSE SAFETY GLASSES / STREETS	343.00
97155	12/27/2018	USA BLUE BOOK HYDRANT ADAPTERS / WATER	227.51
97156	12/27/2018	WASHINGTON COUNTY SHERIFF'S OFFICE 2018 LAW ENFORCEMENT COUNCIL LUNCHESES	16.00
97157	12/27/2018	WASHINGTON COUNTY TREASURER NOV 2018 / STREETS	214.53
97158	12/27/2018	WI SCTF GARNISHMENTS / 12-26-18 PAYROLL	459.68
97159	12/27/2018	WISSOTA SAND AND GRAVEL CO. ACCT #2019008 / SAND,TB / WWTP,STREETS	457.97
Grand Total			497,097.54

1/02/2019

1:56 PM

Reprint Check Register - Quick Report - Regular

Page: 21

ACCT

GENERAL VILLAGE CHECKING

Accounting Checks

Posted From: 12/01/2018

From Account:

Thru: 12/31/2018

Thru Account:

Amount

Total Expenditure from Fund # 100 - GENERAL FUND	158,441.83
Total Expenditure from Fund # 200 - WATER UTILITY	27,574.25
Total Expenditure from Fund # 300 - SEWER UTILITY	50,503.33
Total Expenditure from Fund # 500 - RECREATION-VILL/TOWN	22,822.46
Total Expenditure from Fund # 600 - CAPITAL PROJECT FUND	219,525.92
Total Expenditure from Fund # 700 - DEBT SERVICE FUND	623.64
Total Expenditure from Fund # 900 - FIRE & RESCUE	17,606.11
Total Expenditure from all Funds	497,097.54

**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.

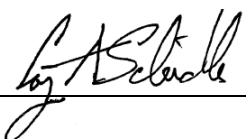
Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

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
---	-----------

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.

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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

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- 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.