



VILLAGE OF WESTON, MARATHON COUNTY, WISCONSIN REGULAR MEETING OF THE BOARD OF TRUSTEES

The following items were listed on the agenda in the village Clerk's office, in accordance with Chapter 2 of the village's Municipal Code and will be ready for your consideration, during the 23rd legislative session of the Board of Trustees, on **Monday, February 3, 2020, at 6:00 p.m.** in the Board Room, at the Weston Municipal Center.

A quorum of members from other Village governmental bodies (boards, commissions, and committees) may attend the above-noticed meeting to gather information. If a quorum of other government bodies are present this would constitute a meeting pursuant to "State of Wisconsin ex rel. Badke v. Greendale Village Bd., 173 Wis.2d 553,494 N.W.2d 408 (1993)". Therefore, no official actions other than those of the BOARD OF TRUSTEES shall take place.

Wisconsin State Statutes require all agendas for Board, Commission, and Committee meetings be posted in final form, 24 hours prior to the meeting. Any posted agenda is subject to change up until 24 hours prior to the date and time of the meeting. Any item on this agenda may be discussed or acted upon.

AGENDA ITEMS

1. Board of Trustee Meeting called to order by President Sparks
2. Pledge Allegiance to the Flag
3. Roll Call by Clerk
 - a. Ermeling, Fiene, Maloney, Sparks {p}, Xiong, Zeyghami {vp}, Ziegler

PUBLIC COMMENTS

MINUTES FROM PREVIOUS MEETINGS.

4. [1/20/2020 Board of Trustees](#)

REPORTS/MINUTES FROM BOARDS, COMMITTEES, COMMISSIONS

5. Community Development Authority
6. Everest Metro Police Commission
7. Extraterritorial Zoning
8. Finance
9. [Human Resources](#)
10. Joint Review Board
11. Parks & Recreation
12. Plan Commission
13. Public Works
14. SAFER
15. Tourism
16. Zoning Board of Appeals

REPORTS FROM DEPARTMENTS

17. [Administrator](#)
18. Clerks



VILLAGE OF WESTON, WISCONSIN

OFFICIAL MEETING AGENDA OF THE BOARD OF TRUSTEES

19. Finance
20. Fire/EMS
21. Parks & Recreation
 - Options for filling vacancy of Aquatic Center Manager
22. Plan/Dev
23. Police
24. Public Works
25. Technology

WORK PRODUCT TRANSMITTALS

CONSENT AGENDA

26. Requests to pull items out of consent consideration.
27. [Approve Operator licenses.](#)
28. [Approve Vouchers – 51834-51931 and 90024-90025](#)
29. Action on consent agenda items
30. Action on items pulled from consent

ORDINANCES

NEW BUSINESS

31. [Revision to Sec. 5.14\(3\) Reimbursement rates for official Village meals](#)
32. [Memorial requests policy](#)
33. [Professional services agreement with Ayres Associates for aerial photography](#)

UNFINISHED BUSINESS

34. [Professional services contract\(s\) with Kueny Architects, LLC, for design and construction services](#)
 - a. Remodeling of the Weston Public Safety Building
 - b. Construction of Weston Public Works and Administration Facility

CLOSED SESSION

Consideration of motion to adjourn into closed session pursuant to Section 19.85(1)(c), Wis. Stats. for the purpose of Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility: Resolution No. 2020-001 – 2020 Employee CPI compensation adjustments.

and

Consideration of motion to adjourn into closed session pursuant to Section 19.85(1)(e), Wis. Stats. for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session including discussion of a developer's agreement for the Camp Phillips Centre Development.



VILLAGE OF WESTON, WISCONSIN
OFFICIAL MEETING AGENDA OF THE BOARD OF TRUSTEES

RECONVENE FROM CLOSED SESSION

POSSIBLE ACTION ON CLOSED SESSION ITEMS

35. [Resolution No. 2020-001 - 2020 Employee CPI compensation adjustments](#)
36. Developer's agreement with Forward Development Group (FDG)

REMARKS FROM TRUSTEES

REMARKS FROM THE PRESIDENT

FUTURE ITEMS

Next meeting date(s):

- February 17, 2020, Board of Trustees Regular Meeting at 6:00 p.m.
- March 2, 2020, Board of Trustees Regular Meeting at 6:00 p.m.

**WITH NO OTHER PLANNED BUSINESS, THE MEETING IS ADJOURNED UNTIL
February 17, 2020 @ 6:00 P.M.**

VILLAGE OF WESTON, MARATHON COUNTY, WISCONSIN
REGULAR MEETING MINUTES OF THE BOARD OF TRUSTEES

Monday, January 20, 2020, at 6:00 p.m.

1. **Board of Trustee Meeting called to order by President Sparks**
Sparks called the meeting to order at 6:00 p.m.
2. **Pledge Allegiance to the Flag**
3. **Roll Call by Clerk**

Trustee	Present
Ermeling, Barb	YES
Fiene, Nate	YES
Maloney, Mark	YES
Sparks, Wally	YES
Xiong, Yee	YES
Zeyghami, Hooshang	YES
Ziegler, Jon	YES

PUBLIC COMMENTS

Allen Opall, Chairman with the Town of Rib Mountain and Chairman with the SAFER Board of Directors, would like the Village Board to reconsider the appointment of Brian Fiene to the SAFER Fire Commission. He feels there is a lack of credibility with Mr. Fiene. He also feels there may be a conflict of interest with sitting on the SAFER Fire Commission and Mr. Fiene working at NTC. He referenced the SAFER Charter and stated item III. Entitled Fire Commission may need to be reviewed by the both the Village and Town Boards. He said there are many other qualified people in Weston for this appointment. He would like to see someone else appointed that is fair-minded.

Jim Pinnsonault, 5002 Arrow St., has concerns with the proposed street resurfacing project in his neighborhood. He said most of the sidewalks lead to nowhere. Sparks asked Director of Public Works Wodalski to follow up with him.

Brian Fiene, 6412 Kirk St., said Mr. Opall said some things that he disagrees on. He has served on many boards. He just wants to make sure the Board or the entity is held accountable and that things run efficient. He has no desire to dig up the past.

MINUTES FROM PREVIOUS MEETINGS.

4. **12/16/2019 Board of Trustees**

Motion by Maloney second by Ziegler to approve the minutes.

Yes Vote: 7 No Votes:0 Abstain:0 Not Voting: 0 Result: Pass

Trustee	Voting
Spark, Wally	YES
Zeyghami, Hooshang	YES

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Ermeling, Barb	YES
Ziegler, Jon	YES
Maloney, Mark	YES
Xiong, Yee	YES
Fiene, Nate	YES

REPORTS/MINUTES FROM BOARDS, COMMITTEES, COMMISSIONS

5. **Community Development Authority**
6. **Everest Metro Police Commission**
7. **Extraterritorial Zoning**
8. **Finance**
9. **Human Resources**
10. **Joint Review Board**
11. **Parks & Recreation**
12. **Plan Commission**
13. **Public Works**
14. **SAFER**
15. **Tourism**
16. **Zoning Board of Appeals**

Motion by Xiong second by Ermeling to acknowledge items 5, 8, and 11 - 13.

Yes Vote: 7 No Votes:0 Abstain:0 Not Voting: 0 Result: Pass

Trustee	Voting
Spark, Wally	YES
Zeyghami, Hooshang	YES
Ermeling, Barb	YES
Ziegler, Jon	YES
Maloney, Mark	YES
Xiong, Yee	YES
Fiene, Nate	YES

REPORTS FROM DEPARTMENTS

17. **Administrator**
No comments.
18. **Clerks**
No comments.
19. **Finance**
No comments.
20. **Fire/EMS**
No comments.
21. **Parks & Recreation**
 - **Options for filling vacancy of Aquatic Center Manager**
Osterbrink said staff is reviewing different options for the recruitment of the Aquatic Center Manger/Park maintainer. The position was held for

VILLAGE OF WESTON, WISCONSIN
OFFICIAL MEETING MINUTES OF THE BOARD OF TRUSTEES

six years by Brad Mroczenski, a fulltime employee with the Village. Mroczenski became a certified instructor to help with lifeguard recruitment. Some of the options staff is looking into includes working with Marathon county, the school district and the YMCA. Maloney asked about the possibility of working with Schofield and Rothchild. Osterbrink said Deb Hubacek is currently the manager. He said it's a huge advantage for him to have a fulltime employee in the department to also help with maintaining the parks. Mroczenski also helped in the Street Department. Donner said we might not be able to replace the position. Osterbrink said at one time Weston offered to take over the management of the Rothschild/Schofield Aquatic Center and it never went anywhere. Maloney said now is the time to mold the position to the way we want it. It's important that other communities know we are in this position. Osterbrink said both he and Administrator Donner met with Marathon County representatives and will be meeting with the YMCA. The consensus of the Board is to move forward with cooperative efforts. Zeyghami asked if we move forward with just replacing the Aquatic Center Manager wouldn't we be short-handed in the wintertime. Donner said yes.

22. Plan/Dev

Director Higgins reported Emily Wheaton was hired to fill the Assistant Planner position. She will start next week Monday.

23. Police

Chief Schulz gave a staffing update. He also reported on the difficulties of information sharing between the Department and both private and public entities.

24. Public Works

Wodalski said the major concern from residents that attended the Weston School East Neighborhood hearing on January 9th was with sidewalks.

Wodalski also reported that snow plowing is keeping staff busy.

25. Technology

No comments.

WORK PRODUCT TRANSMITTALS

26. December 2019 Building Permits

Motion by Zeyghami second by Xiong to acknowledge the December 2019 building permits.

Yes Vote: 7 No Votes:0 Abstain:0 Not Voting: 0 Result: Pass

Trustee	Voting
Spark, Wally	YES
Zeyghami, Hooshang	YES
Ermeling, Barb	YES
Ziegler, Jon	YES

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Maloney, Mark	YES
Xiong, Yee	YES
Fiene, Nate	YES

CONSENT AGENDA

27. Requests to pull items out of consent consideration.
28. Approve Operator licenses.
29. Approve Vouchers – Accounts Payable: 51635-51673, 51707-51749, 51752-51833, 90022-90023. Payroll: 51674-51706 and 51751.
30. Acknowledge resignation from Parks Maintainer Brad Mroczenski
31. Acknowledge resignation of Scott Berger from Community Development Authority
32. Action on consent agenda items
33. Action on items pulled from consent

Motion by Xiong second by Fiene to approve consent items 28 to 31.

Yes Vote: 7 No Votes:0 Abstain:0 Not Voting: 0 Result: Pass

Trustee	Voting
Spark, Wally	YES
Zeyghami, Hooshang	YES
Ermeling, Barb	YES
Ziegler, Jon	YES
Maloney, Mark	YES
Xiong, Yee	YES
Fiene, Nate	YES

ORDINANCES

34. Ordinance No. 20-001 to approve the rezoning of 3 0.87-Acre Parcels of Land From SF-S Single-Family Residential-Small Lot to MF Multiple Family Residential; Located at 5420, 5506 & 5510 Willow Street, South of Schofield Avenue

Motion by Maloney second by Fiene to approve Ordinance No. 20-001.
Q/Ermeling asked if there anyone upset about a proposed apartment. Higgins said a few people spoke and had concerns on drainage. They also had questions related to the site plan.

Yes Vote: 7 No Votes:0 Abstain:0 Not Voting: 0 Result: Pass

Trustee	Voting
Spark, Wally	YES
Zeyghami, Hooshang	YES
Ermeling, Barb	YES
Ziegler, Jon	YES
Maloney, Mark	YES

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Xiong, Yee	YES
Fiene, Nate	YES

UNFINISHED BUSINESS

35. **Proposed sports complex (former Mashuda property and driving range)**
Sparks asked for this item to be placed on the agenda. There has not been any support from other communities on this project. This is not affordable. Ermeling would like to see the property marketed. Zeyghami suggested extending the business park. Donner also said the CVB is no longer considering a baseball complex with their project. Higgins will add this property to the other marketing material she has on-going. Sparks said we don't need to go through a realtor on this property.

36. **Weston Municipal Facilities (Weston Municipal Center and Public Safety Building)**

- **Closing on the G&B Produce lot and possibility of continuing the tenant lease**

Donner said the closing is scheduled for March 30th. There are two tenants currently in the building. They are prepared to leave. He said it might be in our best interest to keep the tenants there if we do not plan to develop right away. There was a short discussion on the refrigeration inside the building. Maloney said the refrigeration can be recovered. It's very valuable. Maloney has a contact that may be interested in purchasing it. It was also indicated there are still dirt piles on the property.

- **Contract(s) with Kueny Architects for design and construction services**

Donner said the Village Attorney has reviewed the contract and now Kueny is reviewing his comments. He also received an updated schedule from Jon Wallenkamp. He asked if the Board would like to have separate contracts for the safety building vs. the municipal center. Zeyghami suggested only having one contract. Donner proposed having two contracts. He also suggested having construction begin in 2021 for the municipal center. There was a short discussion on the safety building project. Staff will set up a meeting between Chief Schulz and Jon Wallenkamp with Kueny to discuss the safety building project.

NEW BUSINESS

37. **Streetlight policy**

Motion by Ermeling second by Maloney to approve the streetlight policy.

Yes Vote: 7 No Votes:0 Abstain:0 Not Voting: 0 Result: Pass

Trustee	Voting
Spark, Wally	YES
Zeyghami, Hooshang	YES

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Ermeling, Barb	YES
Ziegler, Jon	YES
Maloney, Mark	YES
Xiong, Yee	YES
Fiene, Nate	YES

38. Deny operator license for Wesley Collier

Motion by Maloney second by Fiene to deny the operator license for Wesley Collier.

Yes Vote: 7 No Votes:0 Abstain:0 Not Voting: 0 Result: Pass

Trustee	Voting
Spark, Wally	YES
Zeyghami, Hooshang	YES
Ermeling, Barb	YES
Ziegler, Jon	YES
Maloney, Mark	YES
Xiong, Yee	YES
Fiene, Nate	YES

39. Deny operator license for Tina Trelka

Motion by Maloney second by Fiene to deny the operator license for Tina Trelka.

Yes Vote: 7 No Votes:0 Abstain:0 Not Voting: 0 Result: Pass

Trustee	Voting
Spark, Wally	YES
Zeyghami, Hooshang	YES
Ermeling, Barb	YES
Ziegler, Jon	YES
Maloney, Mark	YES
Xiong, Yee	YES
Fiene, Nate	YES

40. Appointment of Gayle Marshall to the Community Development Authority

Motion by Maloney second by Ziegler to approve the appointment of Gayle Marshall to the Community Development Authority.

Yes Vote: 7 No Votes:0 Abstain:0 Not Voting: 0 Result: Pass

Trustee	Voting
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Spark, Wally	YES
Zeyghami, Hooshang	YES
Ermeling, Barb	YES
Ziegler, Jon	YES
Maloney, Mark	YES
Xiong, Yee	YES
Fiene, Nate	YES

41. Appointment of Brian Fiene to the SAFER Fire Commission

Motion Maloney by second by Xiong to approve the appointment of Brian Fiene to the SAFER Fire Commission. Q/ Ermeling has the same concerns as Mr. Opall. She said a few years ago there was a lot of disruption. She does not want to see more problems again. Maloney said there are issues that need to get corrected. He feels it will move in the right direction with the appointment of Mr. Fiene. Xiong knows Mr. Fiene and said he is credible individual. Trustee Fiene said Mr. Fiene will be objective and fair. SAFER needs the accountability and support from Mr. Fiene. Sparks said Mr. Fiene served on the Public Safety Committee for many years. He also said accountability is needed.

Yes Vote: 5 No Votes:1 Abstain:1 Not Voting: 0 Result: Pass

Trustee	Voting
Spark, Wally	YES
Zeyghami, Hooshang	YES
Ermeling, Barb	No
Ziegler, Jon	YES
Maloney, Mark	YES
Xiong, Yee	YES
Fiene, Nate	Abstain

CLOSED SESSION

Consideration of motion to adjourn into closed session pursuant to Section 19.85(1)(e), Wis. Stats. for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session including discussion of a developer's agreement and wetland permit for the Camp Phillips Centre Development.

Motion by Fiene second Maloney by to convene to closed session at 7:25 p.m.

Yes Vote: 7 No Votes:0 Abstain:0 Not Voting: 0 Result: Pass

Trustee	Voting
Sparks, Wally	YES
Zeyghami, Hooshang	YES

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Ermeling, Barb	YES
Ziegler, Jon	YES
Maloney, Mark	YES
Xiong, Yee	YES
Fiene, Nate	YES

RECONVENE FROM CLOSED SESSION

Motion by Xiong second by Ermeling to reconvene from closed session.

Yes Vote: 7 No Votes:0 Abstain:0 Not Voting: 0 Result: Pass

Trustee	Voting
Spark, Wally	YES
Zeyghami, Hooshang	YES
Ermeling, Barb	YES
Ziegler, Jon	YES
Maloney, Mark	YES
Xiong, Yee	YES
Fiene, Nate	YES

POSSIBLE ACTION ON CLOSED SESSION ITEMS

42. Developer's agreement with Forward Development Group (FDG)

No action taken on this item.

43. Additional services with JSD Professional Services for a wetland permit

No action taken on this item.

REMARKS FROM TRUSTEES

No comments.

REMARKS FROM THE PRESIDENT

No comments.

FUTURE ITEMS

Next meeting date(s):

- February 3, 2020, Board of Trustees Regular Meeting at 6:00 p.m.
- February 17, 2020, Board of Trustees Regular Meeting at 6:00 p.m.

ADJOURN

Motion Maloney by second Fiene by to adjourn the meeting at 8:35 p.m.

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Yes Vote: 7 No Votes:0 Abstain:0 Not Voting: 0 Result: Pass

Trustee	Voting
Spark, Wally	YES
Zeyghami, Hooshang	YES
Ermeling, Barb	YES
Ziegler, Jon	YES
Maloney, Mark	YES
Xiong, Yee	YES
Fiene, Nate	YES

VILLAGE OF WESTON, MARATHON COUNTY, WISCONSIN
OFFICIAL MEETING MINUTES OF THE HUMAN RESOURCES COMMITTEE

Monday, January 27, 2019 @ 6:00 p.m.

AGENDA ITEMS.

1. **Call to Order & Welcome by Chairperson Fiene.**
Meeting called to order by Chairperson Fiene at 6:00 p.m.
2. **Roll Call by Recording Secretary Flory.**

MEMBER	PRESENT
Fiene, Nate	YES
Hackbarth, Linda	YES
Schuster, Fred	YES
Simmons, Ryan	YES
Zeyghami, Hooshang	YES

3. **Approval of minutes from previous meeting.**

Motion by Hackbarth, second by Simmons to approve the minutes of December 16, 2019.

Yes Vote: 5 No Votes: 0 Abstain: 0 Not Voting: 0 Result: Pass

MEMBER	VOTING
Fiene, Nate	YES
Hackbarth, Linda	YES
Schuster, Fred	YES
Simmons, Ryan	YES
Zeyghami, Hooshang	YES

4. **Public comments.**
There were no public comments made.

NEW BUSINESS

5. **Revision to Sec. 5.14(3) Reimbursement rates for official Village meals**
Weinkauff said she recently received concerns from employees regarding the Village's meal reimbursement rates. She referenced the website of the U.S. General Services Administration (GSA). She said the standard meal breakdown is \$55, and includes \$13 for breakfast, \$14 for lunch, \$23 for dinner and \$5 for incidental expenses. There was a short discussion on tipping. It was suggested the 20% tipping language get added back in the employee handbook.

Motion by Schuster, second by Hackbarth to recommend the Board of Trustees approve the revision to Sec. 5.14 (3) Reimbursement for Travel Expenses of the Employee Personnel Policies and Procedures Handbook. Q/Wodalski asked to clarify the definition of per diem. There was a short discussion on the per diem rate definition. The

consensus of the Committee was to remove the per diem wording and replace with reimbursement expenses in the Employee Handbook.

Motion by Schuster, second by Zeyghami to amend the original motion and remove the per diem wording and replace with reimbursement expenses in the Employee Handbook.

Yes Vote: 5 No Votes: 0 Abstain: 0 Not Voting: 0 Result: Pass

MEMBER	VOTING
Fiene, Nate	YES
Hackbarth, Linda	YES
Schuster, Fred	YES
Simmons, Ryan	YES
Zeyghami, Hooshang	YES

All in favor of original motion as amended:

Yes Vote: 5 No Votes: 0 Abstain: 0 Not Voting: 0 Result: Pass

MEMBER	VOTING
Fiene, Nate	YES
Hackbarth, Linda	YES
Schuster, Fred	YES
Simmons, Ryan	YES
Zeyghami, Hooshang	YES

6. Acknowledge resignation from Parks Maintainer/Aquatic Center Manager Brad Mroczenski

Motion by Hackbarth, second by Simmons to acknowledge the resignation from Brad Mroczenski.

Yes Vote: 5 No Votes: 0 Abstain: 0 Not Voting: 0 Result: Pass

MEMBER	VOTING
Fiene, Nate	YES
Hackbarth, Linda	YES
Schuster, Fred	YES
Simmons, Ryan	YES
Zeyghami, Hooshang	YES

7. Process and Options for filling vacancy of Aquatic Center Manager

Director Osterbrink discussed options for filling the vacancy of the Aquatic Center Manager. He said some of the options include working with the YMCA, Marathon County, the school district and the Rothchild/Schofield Aquatic Center. These discussions are very preliminary.

8. Assistant Planner recruitment update

Administrator Donner said Emily Wheaton was hired to fill the Assistant Planner position. Her first day with the Village is today.

9. Workers compensation experience update

Administrator Donner spoke to the committee about Workers Compensation experience. The Village had zero compensable claims in 2019. This is very rare. He will send a letter to employees congratulating them on their safety efforts. Weinkauff said the modification factor for 2020 is .87.

MOVE TO CLOSED SESSION PER 19.85(1)(c)

Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility: Resolution No. 2020-001 – 2020 Employee CPI compensation adjustments.

Motion by Zeyghami, second by Simmons to convene into closed session at 6:30 p.m.

Roll call taken by Recording Secretary Flory.

Roll Call:

Yes Vote: 5 No Votes: 0 Abstain: 0 Not Voting: 0 Result: Pass

MEMBER	VOTING
Fiene, Nate	YES
Hackbarth, Linda	YES
Schuster, Fred	YES
Simmons, Ryan	YES
Zeyghami, Hooshang	YES

RECONVENE TO OPEN SESSION

Motion by Zeyghami, second by Simmons to reconvene from closed session.

Yes Vote: 5 No Votes: 0 Abstain: 0 Not Voting: 0 Result: Pass

MEMBER	VOTING
Fiene, Nate	YES
Hackbarth, Linda	YES
Schuster, Fred	YES
Simmons, Ryan	YES
Zeyghami, Hooshang	YES

POSSIBLE ACTION ON CLOSED SESSION ITEMS

10. Resolution No. 2020-001 - 2020 Employee CPI compensation adjustments

Motion by Zeyghami, second by Schuster to recommend the Board of Trustees approve Resolution No. 2020-001 - 2020 Employee CPI compensation adjustments.

Yes Vote: 5 No Votes: 0 Abstain: 0 Not Voting: 0 Result: Pass

MEMBER	VOTING
Fiene, Nate	YES

Hackbarth, Linda	YES
Schuster, Fred	YES
Simmons, Ryan	YES
Zeyghami, Hooshang	YES

FUTURE ITEMS.

- 11. **Next regular meeting date: February 24, 2020**
- 12. **Topics for future meetings.**
Fiene suggested adding discussion on the next agenda to include the mid-point compensation language which is in Chapter 5 of the Employee Handbook.
- 13. **Remarks from Staff.**
No comments.
- 14. **Remarks from Committee members.**
Simmons asked if the Village had a cell phone policy. Weinkauff said yes. He said he recently saw an employee almost get in an accident because they were on their cell phone.
- 15. **Announcements.**
No comments.

ADJOURN

Motion by Simmons, second by Hackbarth to adjourn the meeting at 8:01 p.m.

Yes Vote: 5 No Votes: 0 Abstain: 0 Not Voting: 0 Result: Pass

MEMBER	VOTING
Fiene, Nate	YES
Hackbarth, Linda	YES
Schuster, Fred	YES
Simmons, Ryan	YES
Zeyghami, Hooshang	YES

**VILLAGE OF WESTON, WISCONSIN
KEITH DONNER, ADMINSTRATOR
REPORT TO THE BOARD OF TRUSTEES
#2020-02-01 FOR FEBRUARY 03, 2020**

1. PROJECTS

- **Camp Phillips Centre – Permit Status and Meeting Schedule** – In my previous report I informed you of our having received another letter of incomplete permit from the DNR on Friday, January 24. Among the questions is whether FDG has written land commitments. On Tuesday this past week Trautman, Higgins, Wodalski, and I participated in a conference call with Sean Frye of Axley & Brynelson; and Mike Kowalkowski and Keith Patrick of the Wisconsin DNR, for the purpose of determining whether the form of development agreement proposed by Forward Development Group. In previous correspondence with DNR it was the Village's understanding the development agreement could be furnished to the DNR in lieu of the retailer commitments, which could then be withheld from public disclosure until after the permit application could be declared "complete" but, would have to be disclosed at some point late in the public hearing process. **DNR staff informed the Village that the proposed development agreement is only a part of the required submittal and that disclosure of the retailer(s) is required to declare the permit to be complete.** I followed up with Forward Development Group after the phone call. I will report further on Monday.
- **TID 1 and 2** – Chartrand drafted an informational article for the web site explaining some basics about what Tax Increment Financing is and how works.
- **2020 – 2024 CIP** – There was no time to devote to this project this past week.
- **Muzynski Request for Street Vacation** – Nothing to report.
- **Meetings with Local Municipal Leaders re: Intergovernmental Cooperation** – I have gotten 11 replies to the Doodle poll for the meeting of public works staff. They need to be reviewed for the preferred date(s). I understand there not being an interest on the part of the Rothschild/Schofield Pool Commission to look at joint management of aquatic facilities. Shawn Osterbrink met with Jamie Polley/Marathon County on Tuesday for follow up on 2 previous meetings. On Thursday Shawn and I met with representatives of the YMCA to discuss our needs. They indicate an interest in putting a proposal together.
- **Legislative Interactions - Utility Aid Payments for Weston Power Plant** – Nothing to report. **Provided feedback on a proposed bill to promote affordable housing. (see attached)**
- **Municipal Facilities Planning** – Wodalski and I met with Attorney Yde on Monday to discuss his feedback to us on Kueny's contract. We then followed up with John Schmidbauer and Jon Wallenkamp on Thursday. Wodalski and I also followed up with Trustee Zeyghami on the recommendation for Professional Liability insurance on Friday. We have 2 separate contracts for the 2 projects on Monday's agenda. Jon Wallenkamp met with Wodalski, EMPD, and SAFER representatives on Wednesday afternoon to review the overall design. My understanding is there was clarification there will be safety features included for the front entrance (bullet-proof glass and Kevlar backed wall) referenced as a need by Chief Schulz at our last meeting. There were also several wall removals and reconfigurations discussed. Wodalski can review with the Board on Monday if desired.
On Thursday I met a representative of John's Refrigeration at the GB Produce site to examine the refrigeration equipment and evaluate and salvage value. Trustee Zeyghami also put us in touch with a demolition contractor to get an estimate for the demolition cost of the building.
- **Comprehensive Plan Update** –We received a proposal from MD Roffers for a Weston Avenue Corridor Plan. That will be on the February 17 agenda.

2. MISCELLANEOUS COMMENTS / ISSUES

- Emily Wheaton began her employment with the Village on Monday, January 27. Welcome aboard Emily!
- Wodalski, Osterbrink, and I met with Deb Pagel and Joe Terry, Wisconsin Rapids DPW, about staffing. Wisconsin Rapids is going through some transition and bringing a new aquatic center on-line in 2020. Deb is serving as the interim HR Director for Wisconsin Rapids.

January 31, 2020

To: All Village Employees
Board of Trustees

Regarding: 2019 Worker's Compensation Insurance Experience

Last week we were informed by our representative from United Heartland Insurance, our Worker's Compensation Insurance Policy Carrier, that the Village had no (that's zero) compensable claims in 2019. We are also informed this is a very unusual occurrence for a municipality with the risk exposure we have every day. This is something for all to be proud of and it certainly indicates an awareness for working safely. Unfortunately, a single year of low, or zero, compensable claims does not immediately lead to a premium reduction – a financial benefit will depend on 3 years of lower experience and lower claims.

Take nothing away though from such a noteworthy accomplishment. No one appreciates safety more than your families. Keep up the good work and your attention to safe work habits.

Thank you for all you do for the Village of Weston!



Keith E. Donner, P.E.
Administrator



Keith Donner, P.E.
Administrator
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State of Wisconsin
2019 - 2020 LEGISLATURE

LRB-4317/3
MES&JK:ahe/cdc/amn

2019 BILL

1 **AN ACT** *to renumber and amend* 66.1105 (2) (ab) and 66.1105 (2) (cm); *to*
2 *amend* 66.0617 (7), 66.1105 (4) (f), 66.1105 (4m) (b) 2., 66.1105 (6) (g) 1. (intro.),
3 66.1105 (6) (g) 1. a. and 66.1105 (6) (g) 3.; and *to create* 66.10012, 66.1105 (2)
4 (cm) 2., 66.1105 (2) (n) 1. and 66.1105 (2) (n) 2. of the statutes; **relating to:**
5 making changes related to mixed-use tax incremental financing districts,
6 increasing the amount of time a city or village may extend the life of a tax
7 incremental district to improve its affordable and workforce housing, allowing
8 a reduction in the amount of certain impact fees, and authorizing local units of
9 government to implement workforce housing initiatives.

Analysis by the Legislative Reference Bureau

This bill authorizes workforce housing initiatives and makes changes that affect tax incremental districts and that affect state housing grants. The bill creates a definition for workforce housing, changes the definition of “mixed-use development TID,” increases the maximum number of years a city or village may extend the life of a TID to improve its affordable and workforce housing, requires a TID’s project plan to contain alternative economic projections, and changes the method of imposing certain impact fees.

BILL

Under the bill, a city, village, town, or county (political subdivision) may put into effect a workforce housing initiative by taking one of several specified actions and posting on its website an explanation of the initiative. Workforce housing initiatives include the following: reducing permit processing times or impact fees for workforce housing; increasing zoning density for a workforce housing development; rehabilitating existing uninhabitable housing stock into habitable workforce housing; or implementing any other initiative to address workforce housing needs. Once an initiative takes effect, it remains in effect for five years. After June 30, 2021, if a political subdivision has in effect at least three initiatives at the same time, the Wisconsin Housing and Economic Development Authority, the Wisconsin Economic Development Corporation, and the Department of Administration must give priority to housing grant applications from, or related to a project in, the political subdivision.

The bill defines “workforce housing” to mean the following, subject to the five-year average median costs as determined by the U.S. Bureau of the Census:

- a. Housing that costs a household no more than 30 percent of the household’s gross median income.
- b. Housing that is comprised of residential units for initial occupancy by individuals whose household median income is no more than 120 percent of the county’s gross median income.

Under current law, a mixed-use development TID contains a combination of industrial, commercial, or residential uses, although newly platted residential areas may not exceed more than 35 percent of the real property within the TID. Under the bill, newly platted residential areas may not exceed either the 35 percent limit or 60 percent of the real property within the TID if the newly platted residential use that exceeds 35 percent is used solely for workforce housing.

The bill also requires a TID’s project plan to include alternative projections of the TID’s finances and feasibility under different economic situations, including a slower pace of development and lower rate of property value growth than expected in the TID.

Currently, a city or village may extend the life of a TID for up to one year for housing stock improvement if all of the following occurs:

1. The city or village pays off all of the TID’s project costs.
2. The city or village adopts a resolution stating that it intends to extend the life of the TID, the number of months it intends to do so, and how it intends to improve housing stock.
3. The city or village notifies the Department of Revenue.

Current law requires the city or village to use 75 percent of the tax increments received during the period specified in the resolution to benefit affordable housing in the city or village and 25 percent to improve the city’s or village’s housing stock.

Under this bill, a city or village may extend the life of a TID for up to three years to increase the number of affordable and workforce housing improvements. The bill also changes the term “housing stock” to “affordable and workforce housing units.”

Under current law, if a city, village, or town imposes an impact fee on a developer to pay for certain capital costs to accommodate land development, the city, village, or town may provide in the ordinance an exemption from, or a reduction in

BILL

the amount of, impact fees on land development that provides low-cost housing. Under the bill, the impact fee exemption or reduction provisions also apply to workforce housing. Current law prevents the shifting of an exemption from or reduction in impact fees to any other development in the land development in which the low-cost housing is located. The bill applies this provision to workforce housing as well.

Because this bill may increase or decrease, directly or indirectly, the cost of the development, construction, financing, purchasing, sale, ownership, or availability of housing in this state, the Department of Administration, as required by law, will prepare a report to be printed as an appendix to this bill.

For further information see the *state and local* fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

- 1 **SECTION 1.** 66.0617 (7) of the statutes is amended to read:
- 2 66.0617 (7) LOW-COST OR WORKFORCE HOUSING. An ordinance enacted under this
- 3 section may provide for an exemption from, or a reduction in the amount of, impact
- 4 fees on land development that provides low-cost housing, ~~except that no~~ or workforce
- 5 housing, as defined in s. 66.1105 (2) (n). Under no circumstances may the amount
- 6 of an impact fee for which an exemption or reduction is provided under this
- 7 subsection may be shifted to any other development in the land development in
- 8 which the low-cost housing or workforce housing is located or to any other land
- 9 development in the municipality.
- 10 **SECTION 2.** 66.10012 of the statutes is created to read:
- 11 **66.10012 Workforce housing. (1) DEFINITIONS.** In this section:
- 12 (a) “Housing agency” means the Wisconsin Housing and Economic
- 13 Development Authority, the Wisconsin Economic Development Corporation, or the
- 14 Department of Administration.

BILL

1 (b) "Housing grant" means any grant administered by a housing agency that
2 relates to housing.

3 (c) "Political subdivision" means any city, village, town, or county.

4 (d) "Workforce housing" means housing to which all of the following apply, as
5 adjusted for family size and the county in which the household is located, based on
6 the county's 5-year average median income and housing costs as calculated by the
7 U.S. bureau of the census in its American community survey:

8 1. The housing costs a household no more than 30 percent of the household's
9 gross median income.

10 2. The residential units are for initial occupancy by individuals whose
11 household median income is no more than 120 percent of the county's gross median
12 income.

13 **(2) HOUSING INITIATIVES.** (a) Subject to par. (b), to implement a workforce
14 housing initiative, a political subdivision may enact an ordinance, adopt a resolution,
15 or put into effect a policy to accomplish any of the following:

16 1. Reduce by at least 10 percent the processing time for all permits related to
17 workforce housing.

18 2. Reduce by at least 10 percent the cost of impact fees that a political
19 subdivision may impose on developments that include workforce housing units.

20 3. Reduce by at least 10 percent the parking requirements for developments
21 that include workforce housing units.

22 4. Increase by at least 10 percent the allowable zoning density for developments
23 that include workforce housing units.

24 5. Establish a mixed-use tax incremental financing district with at least 20
25 percent of the housing units to be used for workforce housing.

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1 6. Demonstrate compliance with a housing affordability report under s.
2 66.10013.

3 7. Rehabilitate at least 5 dwelling units of existing, uninhabitable housing
4 stock into habitable workforce housing.

5 8. Modify existing zoning ordinances to allow for the development of workforce
6 housing in areas zoned for commercial or mixed-use development, or in areas near
7 employment centers or major transit corridors.

8 9. Extend the life of a tax incremental district under s. 66.1105 (6) (g) 1.

9 10. Reduce by at least 10 percent the cost of roads for developments that include
10 workforce housing units.

11 11. Implement any other initiative to address the workforce housing needs of
12 the political subdivision.

13 (b) After a political subdivision completes one of the actions specified in par. (a),
14 the initiative shall be considered in effect once the political subdivision submits to
15 the department of administration a written explanation of how the action complies
16 with the workforce housing initiative and posts the explanation on the political
17 subdivision's Internet site.

18 (c) Once a political subdivision's action takes effect under par. (b), its workforce
19 housing initiative remains in effect for 5 years. A political subdivision may put into
20 effect more than one of the workforce housing initiatives under par. (a). After June
21 30, 2021, if a political subdivision has in effect at the same time at least 3 of the
22 workforce housing initiatives under par. (a), a housing agency shall give priority to
23 housing grant applications from, or that relate to a project in, the political
24 subdivision.

BILL**SECTION 3**

1 **SECTION 3.** 66.1105 (2) (ab) of the statutes is renumbered 66.1105 (2) (n) (intro.)
2 and amended to read:

3 66.1105 **(2)** (n) (intro.) “Affordable Workforce housing” means housing that
4 costs a household no more than 30 percent of the household’s gross monthly income.
5 to which all of the following apply, as adjusted for family size and the county in which
6 the household is located, based on the county’s 5-year average median income and
7 housing costs as calculated by the U.S. bureau of the census in its American
8 community survey:

9 **SECTION 4.** 66.1105 (2) (cm) of the statutes is renumbered 66.1105 (2) (cm)
10 (intro.) and amended to read:

11 66.1105 **(2)** (cm) (intro.) “Mixed-use development” means development that
12 contains a combination of industrial, commercial, or residential uses, except that
13 lands proposed for newly platted residential use, as shown in the project plan, may
14 not exceed 35 either of the following:

15 1. Thirty-five percent, by area, of the real property within the district.

16 **SECTION 5.** 66.1105 (2) (cm) 2. of the statutes is created to read:

17 66.1105 **(2)** (cm) 2. Sixty percent, by area, of the real property within the
18 district, if the newly platted residential use that exceeds 35 percent is used solely for
19 workforce housing.

20 **SECTION 6.** 66.1105 (2) (n) 1. of the statutes is created to read:

21 66.1105 **(2)** (n) 1. The housing costs a household no more than 30 percent of the
22 household’s gross median income.

23 **SECTION 7.** 66.1105 (2) (n) 2. of the statutes is created to read:

BILL

1 66.1105 (2) (n) 2. The residential units are for initial occupancy by individuals
2 whose household median income is no more than 120 percent of the county's gross
3 median income.

4 **SECTION 8.** 66.1105 (4) (f) of the statutes is amended to read:

5 66.1105 (4) (f) Adoption by the planning commission of a project plan for each
6 tax incremental district and submission of the plan to the local legislative body. The
7 plan shall include a statement listing the kind, number and location of all proposed
8 public works or improvements within the district or, to the extent provided in sub.
9 (2) (f) 1. k. and 1. n., outside the district, an economic feasibility study, a detailed list
10 of estimated project costs, and a description of the methods of financing all estimated
11 project costs and the time when the related costs or monetary obligations are to be
12 incurred. The project plan shall also contain alternative projections of the district's
13 finances and economic feasibility under different economic scenarios, including the
14 scenario in which work on a public work or improvement specified in the project plan
15 begins 3 years later than expected and the scenario in which the rate of property
16 value growth in the district is at least 10 percent lower than expected. The plan shall
17 also include a map showing existing uses and conditions of real property in the
18 district; a map showing proposed improvements and uses in the district; proposed
19 changes of zoning ordinances, master plan, if any, map, building codes and city
20 ordinances; a list of estimated nonproject costs; and a statement of the proposed
21 method for the relocation of any persons to be displaced. The plan shall indicate how
22 creation of the tax incremental district promotes the orderly development of the city.
23 The city shall include in the plan an opinion of the city attorney or of an attorney
24 retained by the city advising whether the plan is complete and complies with this
25 section.

BILL**SECTION 9**

1 **SECTION 9.** 66.1105 (4m) (b) 2. of the statutes is amended to read:

2 66.1105 (**4m**) (b) 2. No tax incremental district may be created and no project
3 plan may be amended unless the board approves the resolution adopted under sub.
4 (4) (gm) or (h) 1., and no tax incremental base may be redetermined under sub. (5)
5 (h) unless the board approves the resolution adopted under sub. (5) (h) 1., by a
6 majority vote within 45 days after receiving the resolution. For actions described
7 under this subdivision, a majority vote is required, and, except for a
8 multijurisdictional tax incremental district, 3 affirmative votes are required to
9 constitute a majority. With regard to a multijurisdictional tax incremental district
10 created under this section, each public member of a participating city must be part
11 of the majority that votes for approval of the resolution or the district may not be
12 created. The board may not approve the resolution under this subdivision unless the
13 board's approval contains a positive assertion that, in its judgment, the development
14 described in the documents the board has reviewed under subd. 1. would not occur
15 without the creation of a tax incremental district. The board may not approve the
16 resolution under this subdivision unless the board finds that, with regard to a tax
17 incremental district that is proposed to be created by a city under sub. (17) (a), such
18 a district would be the only existing district created under that subsection by that
19 city.

20 **SECTION 10.** 66.1105 (6) (g) 1. (intro.) of the statutes is amended to read:

21 66.1105 (**6**) (g) 1. (intro.) After the date on which a tax incremental district
22 created by a city pays off the aggregate of all of its project costs, and notwithstanding
23 the time at which such a district would otherwise be required to terminate under sub.
24 (7), a city may extend the life of the district for ~~one year~~ 3 years if the city does all
25 of the following:

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1 **SECTION 11.** 66.1105 (6) (g) 1. a. of the statutes is amended to read:

2 66.1105 **(6)** (g) 1. a. The city adopts a resolution extending the life of the district
3 for a specified number of months. The resolution shall specify how the city intends
4 to ~~improve its~~ increase the number of affordable and workforce housing stock units,
5 as required in subd. 3.

6 **SECTION 12.** 66.1105 (6) (g) 3. of the statutes is amended to read:

7 66.1105 **(6)** (g) 3. If a city receives tax increments as described in subd. 2., the
8 city shall use ~~at least 75 percent of the increments received to benefit affordable~~
9 ~~housing in the city. The remaining portion of the increments shall be used by the city~~
10 ~~to improve the city's~~ increase the number of the city's affordable and workforce
11 ~~housing stock units.~~

12

(END)

REQUEST FOR CONSIDERATION

PUBLIC MTG/DATE:	BOARD OF TRUSTEES, FEBRUARY 3, 2020
DESCRIPTION:	OPERATOR LICENSES
FROM:	SARAH FLORY, DEPUTY CLERK
QUESTION:	SHOULD THE BOARD OF TRUSTEES APPROVE THE LICENSES FOR: NANCY HINZ, KAYLEE GRAEFE, DANIEL HOEHN?

BACKGROUND

OPERATOR LICENSE APPLICATIONS WERE RECEIVED FOR: NANCY HINZ, KAYLEE GRAEFE, AND DANIEL HOEHN BY THE VILLAGE AND SUBMITTED TO THE EVEREST METRO POLICE FOR THE BACKGROUND CHECKS. ALL APPLICANTS WERE GIVEN A PROVISIONAL LICENSE. CHIEF SCHULTZ COMPLETED BACKGROUND CHECKS AND RECOMMENDS APPROVAL OF REGULAR LICENSES FOR ALL APPLICANTS. THE APPLICANTS HAVE MET ALL THE QUALIFICATIONS TO HOLD OPERATOR LICENSES IN THE VILLAGE OF WESTON.

ATTACHED DOCS:	EVOLVE REPORT
COMMITTEE ACTION:	N/A
FISCAL IMPACT:	NONE
RECOMMENDATION:	CLERK RECOMMENDS APPROVAL.

RECOMMENDED LANGUAGE FOR OFFICIAL ACTION

I MOVE TO APPROVE THE NEW OPERATOR LICENSES: NANCY HINZ, KAYLEE GRAEFE, DANIEL HOEHN.

ADDITIONAL ACTION: MAIL OUT APPROVED LICENSES.



BOT Date 02/03/2020

License ID	License Type	Name	Business	Premise Desc	Begin Dt	End Dt	EMPD Approval	CLPS	BOT
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9010 - Bartender/Operator New

19475	9010 - Bartender/Operator New	Graefe, Kaylee A	Trig's		07/01/2019	06/30/2020	Yes		
19490	9010 - Bartender/Operator New	Hinz, Nancy	The Store #60		07/01/2019	06/30/2020	Yes		
19410	9010 - Bartender/Operator New	Hoehn, Daniel R	Big Dan & Space's Kelly Club		07/01/2019	06/30/2020	Yes		

Total Licenses

3

REQUEST FOR CONSIDERATION

Public Mtg/Date: Board of Trustees, February 3, 2020

Description: Village Vouchers from 1/13/20-1/26/20

From: Jessica Trautman, Finance Director

Question: Should the Board of Trustees approve payment of Village expenditures (vouchers) for the period of 1/13/20-1/26/20 in the amount of \$1,081,209.26?

Check numbers were 51834-51931 and 90024-90025.

There were no manual payroll checks this period.

Background

Vouchers were received by the Finance Department from various departments during the period for payment. All invoices were reviewed for proper authorized approval by a department manager or supervisor prior to processing for payment. All payments made by phone or ACH are numbered in a 9XXXX series.

Attached Docs: Check register for accounts payable

Committee Action: None.

FISCAL IMPACT: \$1,081,209.26 across various funds and departments.

Recommendation: Finance Director recommends approval.

Recommended Language for Official Action

I move to approve vouchers from 1/13/20-1/26/20.

Additional action: None.

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Inv Seq	Invoice GL Account	Check Amount
51834									
01/20	01/17/20	51834	250	ACE HARDWARE CENTER	191949	SIGN SHOP SUPPLIES	1	10-03-53310-363-000	13.86
01/20	01/17/20	51834	250	ACE HARDWARE CENTER	191953	HUMIDIFIER FOR OFFICE	1	10-01-51600-314-000	49.98
01/20	01/17/20	51834	250	ACE HARDWARE CENTER	191964	SHOP SUPPLIES	1	61-03-53610-349-000	8.79
01/20	01/17/20	51834	250	ACE HARDWARE CENTER	191964	SHOP SUPPLIES	2	60-03-53740-349-000	8.79
01/20	01/17/20	51834	250	ACE HARDWARE CENTER	192043	CLEANERS TOILETPAPER	1	60-03-53740-349-000	26.37
01/20	01/17/20	51834	250	ACE HARDWARE CENTER	192043	CLEANERS TOILETPAPER	2	61-03-53610-349-000	26.37
01/20	01/17/20	51834	250	ACE HARDWARE CENTER	192185	BULB FOR EXTERIOR LIGHTS	1	10-01-51600-355-000	7.99
01/20	01/17/20	51834	250	ACE HARDWARE CENTER	192249	MAGNET PICUP TOOL	1	60-03-53740-349-000	8.59
01/20	01/17/20	51834	250	ACE HARDWARE CENTER	192349	PARTS FOR INSPECTOR VAN TO HOOK UP INVERTER	1	10-02-52400-241-000	9.18
01/20	01/17/20	51834	250	ACE HARDWARE CENTER	192377	SNOW SHOVEL	1	10-03-53310-314-000	63.98
01/20	01/17/20	51834	250	ACE HARDWARE CENTER	192471	MISC OPERATING SUPPLIES	1	61-03-53610-349-000	29.37
01/20	01/17/20	51834	250	ACE HARDWARE CENTER	192471	MISC OPERATING SUPPLIES	2	60-03-53740-349-000	29.37
01/20	01/17/20	51834	250	ACE HARDWARE CENTER	192543	CLOCK FOR KENNEDY WARMING HOUSE	1	10-05-55340-390-000	13.49
01/20	01/17/20	51834	250	ACE HARDWARE CENTER	192582	THREAD SEAL TAPE/ELECTRICA TAPE	1	60-03-53710-349-000	15.56
01/20	01/17/20	51834	250	ACE HARDWARE CENTER	192659	INVOICE #191426: CLEANING SUPPLIES	1	10-01-51600-344-000	28.57
01/20	01/17/20	51834	250	ACE HARDWARE CENTER	192702	PAPERTOWEL/TOILET PAPER	1	60-03-53740-349-000	40.27
01/20	01/17/20	51834	250	ACE HARDWARE CENTER	192702	PAPERTOWEL/TOILET PAPER	2	61-03-53610-349-000	40.27
01/20	01/17/20	51834	250	ACE HARDWARE CENTER	192725	HARDWARE	1	10-05-55210-390-000	1.47
01/20	01/17/20	51834	250	ACE HARDWARE CENTER	192727	BIN FOR BAGS AT DOG PARK	1	10-05-55210-390-000	15.18
01/20	01/17/20	51834	250	ACE HARDWARE CENTER	192801	PARTS FOR INSPECTOR VAN #104	1	10-02-52400-241-000	11.18
Total 51834:									448.63
51835									
01/20	01/17/20	51835	370	AIRGAS USA LLC	9096499057	OXYGEN TANK	1	10-03-53310-390-000	100.29
Total 51835:									100.29
51836									
01/20	01/17/20	51836	21135	AMERICAN MESSAGING	UI350110UA	PAGER SERVICE 1/1/20 - 1/31/20	1	60-03-53780-290-000	63.80
01/20	01/17/20	51836	21135	AMERICAN MESSAGING	UI350110UA	PAGER SERVICE 1/1/20 - 1/31/20	2	61-03-53613-290-000	63.80
Total 51836:									127.60
51837									
01/20	01/17/20	51837	1530	BECHER-HOPPE ASSOC INC	21805	ZINSER ST CONSTRUCTION SERVICES	1	42-07-57336-290-457	1,231.83
01/20	01/17/20	51837	1530	BECHER-HOPPE ASSOC INC	21805	ZINSER ST CONSTRUCTION SERVICES	2	60-00-18700-827-457	1,372.24
01/20	01/17/20	51837	1530	BECHER-HOPPE ASSOC INC	21805	ZINSER ST CONSTRUCTION SERVICES	3	61-00-18700-826-457	587.19
01/20	01/17/20	51837	1530	BECHER-HOPPE ASSOC INC	DEC2019	HARLYN LIFT STATION	1	61-00-18432-000-000	199,618.75

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Inv Seq	Invoice GL Account	Check Amount
Total 51837:									202,810.01
51838									
01/20	01/17/20	51838	2590	CDW GOVERNMENT	WJQ6548	FIBER SWITCH ADAPTOR FOR TREATMENT PLANT	1	61-03-53613-314-000	29.39
01/20	01/17/20	51838	2590	CDW GOVERNMENT	WJQ6548	FIBER SWITCH ADAPTOR FOR TREATMENT PLANT	2	60-03-53780-314-000	29.39
01/20	01/17/20	51838	2590	CDW GOVERNMENT	WKG3154	DESKTOP REPLACEMENT COMPUTERS FOR MUNICIPAL CO	1	10-00-14530-000-000	1,450.34
Total 51838:									1,509.12
51839									
01/20	01/17/20	51839	3220	CONTROL CONCEPTS TECH	477729-001	#29 HYD HOSE	1	10-03-53312-353-000	67.60
01/20	01/17/20	51839	3220	CONTROL CONCEPTS TECH	478005-001	#61 HYD HOSE(S)	1	10-05-53656-353-000	652.32
01/20	01/17/20	51839	3220	CONTROL CONCEPTS TECH	478161-001	#38 HYD FITTINGS	1	10-03-53310-353-000	47.28
Total 51839:									767.20
51840									
01/20	01/17/20	51840	7180	DEX MEDIA LLC	JAN2020	ADVERTISING CONTRACT	1	10-01-51450-326-000	39.27
Total 51840:									39.27
51841									
01/20	01/17/20	51841	4040	DLT SOLUTIONS INC	4798229	ANNUAL LICENSE FEE FOR AUTOCAD	1	10-03-53100-286-000	1,107.40
Total 51841:									1,107.40
51842									
01/20	01/17/20	51842	4910	FASTENAL COMPANY	WISCH321094	SHOP SUPPLIES	1	10-03-53310-390-000	115.76
01/20	01/17/20	51842	4910	FASTENAL COMPANY	WISCH321113	SHOP TOOL DRILL BIT	1	10-03-53310-353-000	32.13
01/20	01/17/20	51842	4910	FASTENAL COMPANY	WISCH321131	WORK GLOVES	1	10-03-53310-161-000	39.98
01/20	01/17/20	51842	4910	FASTENAL COMPANY	WISCH321138	SHOP SUPPLIES	1	10-03-53310-390-000	352.88
01/20	01/17/20	51842	4910	FASTENAL COMPANY	WISCH321225	SHOP SUPPLIES	1	10-03-53310-390-000	29.78
01/20	01/17/20	51842	4910	FASTENAL COMPANY	WISCH321273	SHOP SUPPLIES	1	10-03-53310-390-000	30.87
01/20	01/17/20	51842	4910	FASTENAL COMPANY	WISCH321481	SHOP SUPPLIES	1	10-03-53310-390-000	35.56
Total 51842:									636.96
51843									
01/20	01/17/20	51843	20949	FEHR GRAHAM ENGINEERING &	19-1419	FINALIZE UPDATES TO WRITTEN SAFETY PROGRAMS	1	10-03-53310-157-000	60.00
01/20	01/17/20	51843	20949	FEHR GRAHAM ENGINEERING &	19-1419	FINALIZE UPDATES TO WRITTEN SAFETY PROGRAMS	2	60-03-53780-157-000	60.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Inv Seq	Invoice GL Account	Check Amount
01/20	01/17/20	51843	20949	FEHR GRAHAM ENGINEERING &	19-1419	FINALIZE UPDATES TO WRITTEN SAFETY PROGRAMS	3	61-03-53613-157-000	60.00
Total 51843:									180.00
51844									
01/20	01/17/20	51844	21973	GILBERTSON, ALLEN	DEC2019	GILBERSON 4304 ROSS TAX OVERPAYMENT	1	10-00-21901-000-000	313.58
Total 51844:									313.58
51845									
01/20	01/17/20	51845	5930	GRAINGER	9386502596	WATER HEATER FOR L.S.	1	61-03-53610-314-000	170.40
Total 51845:									170.40
51846									
01/20	01/17/20	51846	20952	GRAY MANUFACTURING CO INC	896199	SHOP LIFT ADAPTOR FOR LIFTING PLOW TRUCKS	1	10-03-53310-314-000	4,084.00
Total 51846:									4,084.00
51847									
01/20	01/17/20	51847	6350	HALRON LUBRICANTS INC	1121498-00	BULK 10W-30 MOTOR OIL 100 GAL	1	10-03-53310-351-000	1,133.00
Total 51847:									1,133.00
51848									
01/20	01/17/20	51848	20205	HYDRITE CHEMICAL CO	02318438	CHEMICAL FOR WELLS WATER	1	60-03-53730-366-000	1,119.24
01/20	01/17/20	51848	20205	HYDRITE CHEMICAL CO	02318439	CHEMICAL FOR WELLS WATER	1	60-03-53730-366-000	619.00
01/20	01/17/20	51848	20205	HYDRITE CHEMICAL CO	02318440	CHEMICAL FOR WELLS WATER	1	60-03-53730-366-000	1,210.04
01/20	01/17/20	51848	20205	HYDRITE CHEMICAL CO	02318441	CHEMICAL FOR WELLS WATER	1	60-03-53730-366-000	950.04
Total 51848:									3,898.32
51849									
01/20	01/17/20	51849	7140	HYDROCORP	0055726-IN	CROSS CONNECTION CONTROL INSPECTION: DEC 2019	1	60-03-53762-256-000	1,350.00
Total 51849:									1,350.00
51850									
01/20	01/17/20	51850	19639	J & D TUBE BENDERS INC	413995	TUBING FOR BALLJOINT	1	60-03-53740-314-662	62.66

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Total 51850:									62.66
51851									
01/20	01/17/20	51851	4820	JOHN FABICK TRACTOR CO	PIWA0008093	#26 LIGHT	1	10-03-53310-353-000	70.47
Total 51851:									70.47
51852									
01/20	01/17/20	51852	2200	BRUCE EQUIPMENT	P13526	#113 SNOWBLOWER PINS	1	10-03-53312-353-000	144.43
Total 51852:									144.43
51853									
01/20	01/17/20	51853	9810	MARATHON COUNTY HEALTH DEPT	19121712	5 BAC-T SAMPLES	1	60-03-53730-294-000	40.00
Total 51853:									40.00
51854									
01/20	01/17/20	51854	10910	MSA PROFESSIONAL SERVICES INC	R09366022.0 #1	ROSS AVE ICE	1	10-00-21000-000-000	14,750.00
Total 51854:									14,750.00
51855									
01/20	01/17/20	51855	11530	NORTHERN BATTERY	1838246	#69 BATTERIES	1	10-03-53312-353-000	214.85
Total 51855:									214.85
51856									
01/20	01/17/20	51856	21170	POLLARD WATER	0156404	PUMP TUBE/ LUTZ PUMP MTR	1	60-03-53730-314-000	2,702.67
Total 51856:									2,702.67
51857									
01/20	01/17/20	51857	13730	ROCK OIL REFINING INC	284627	USED OIL FILTER PICK UP	1	10-03-53310-353-000	45.00
Total 51857:									45.00
51858									
01/20	01/17/20	51858	19978	SCAFFIDI MOTORS INC	73027	#9, #10, #70 FILTERS	1	10-03-53312-353-000	367.46
01/20	01/17/20	51858	19978	SCAFFIDI MOTORS INC	73027	#25 FILTERS	2	10-03-53310-353-000	145.07

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Inv Seq	Invoice GL Account	Check Amount
01/20	01/17/20	51858	19978	SCAFFIDI MOTORS INC	73027	#60 FILTERS	3	18-03-53635-353-000	145.07
01/20	01/17/20	51858	19978	SCAFFIDI MOTORS INC	73027	DEF	4	10-03-53310-351-000	36.96
01/20	01/17/20	51858	19978	SCAFFIDI MOTORS INC	73205	#10 WIPER MOTOR	1	10-03-53312-353-000	197.39
Total 51858:									891.95
51859									
01/20	01/17/20	51859	14430	SCHOFIELD, CITY OF	Q4 2019	SEWER CHARGES: 12/01-12/31/19	1	61-03-53610-223-000	688.91
Total 51859:									688.91
51860									
01/20	01/17/20	51860	20892	SCOTTS HEAVY TRUCK	7278	#31 SNOW PLOW SOLENOID	1	10-03-53312-353-000	26.57
Total 51860:									26.57
51861									
01/20	01/17/20	51861	15210	SOUTH AREA BUSINESS ASSOC	1895	SABA DUES: 2020	1	10-01-51109-324-000	100.00
Total 51861:									100.00
51862									
01/20	01/17/20	51862	15220	SOUTHSIDE TIRE CO INC	409347	#6 TIRES	1	10-05-55210-241-000	800.00
Total 51862:									800.00
51863									
01/20	01/17/20	51863	15780	SUN PRINTING	109870	(500)BUSINESS CARDS (TATRO)	1	10-02-52400-312-000	61.00
Total 51863:									61.00
51864									
01/20	01/17/20	51864	20240	TRUCK EQUIPMENT INC	851353-00	#74 TRAILER PLUG	1	10-03-53310-353-000	11.64
01/20	01/17/20	51864	20240	TRUCK EQUIPMENT INC	879603-00	#122 PLOW CUTTING EDGE	1	10-03-53312-353-000	207.00
Total 51864:									218.64
51865									
01/20	01/17/20	51865	16710	USA BLUE BOOK	101154	WATER TESTING SUPPLIES	1	60-03-53730-366-000	58.89

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Inv Seq	Invoice GL Account	Check Amount
Total 51865:									58.89
51866									
01/20	01/17/20	51866	17620	WAUSAU HYDRAULICS/MACHINE INC	84751	HYDRAULIC RAM FOR ICE SURFACING MACHINE	1	10-05-55210-242-000	137.76
Total 51866:									137.76
51867									
01/20	01/17/20	51867	18100	WESTON UTILITIES	2626-00 Q4 2019	6100 ROGAN: 9/15-12/15/19	1	10-05-55210-221-000	208.64
01/20	01/17/20	51867	18100	WESTON UTILITIES	273-00 Q4 2019	5500 SCHOFIELD AVE: 9/15-12/31/19	1	10-01-51600-221-000	897.78
01/20	01/17/20	51867	18100	WESTON UTILITIES	2851-00 Q4 2019	6412 TEAGAN: 9/15-12/15/19	1	10-05-55210-221-000	137.38
01/20	01/17/20	51867	18100	WESTON UTILITIES	5249-00 Q4 2019	JELINEK/MESKER: 9/15-12/15/19	1	61-03-53610-221-000	45.65
01/20	01/17/20	51867	18100	WESTON UTILITIES	5467-00 Q4 2019	7200 QUENTIN: 9/1512/15/19	1	10-05-55210-221-000	576.56
01/20	01/17/20	51867	18100	WESTON UTILITIES	5478-00 Q4 2019	4100 BARBICAN AVE: 9/15-12/31/19	1	10-03-53317-221-000	173.73
01/20	01/17/20	51867	18100	WESTON UTILITIES	5644-00 Q4 2019	4704 BARBICAN AVE: 9/15-12/31/19	1	10-03-53317-221-000	156.00
01/20	01/17/20	51867	18100	WESTON UTILITIES	6251-00 Q4 2019	7100 RICKYVAL ST - IRRIG: 9/15-12/31/19	1	10-03-53317-221-000	110.65
01/20	01/17/20	51867	18100	WESTON UTILITIES	6254-00 Q4 2019	5700 BABL - KAYAK LAUNCH - IRRIG: 9/13-12/15/19	1	10-05-55210-221-000	42.08
01/20	01/17/20	51867	18100	WESTON UTILITIES	DEC2019	LENZER A/C 511400 TAX REFUND PUT TOWARDS WATER BIL	1	10-00-21901-000-000	50.00
Total 51867:									2,398.47
51868									
01/20	01/17/20	51868	19070	WI STATE LABORATORY OF HYGIENE	619929	FLOURIDE TESTING - DEC	1	60-03-53730-294-000	26.00
Total 51868:									26.00
51869									
01/20	01/17/20	51869	19190	YONKER, JOHN	yonker	UNIFORM ALLOW YONKER: LONG UNDERWEAR	1	10-03-53310-346-584	22.72
Total 51869:									22.72
51870									
01/20	01/20/20	51870	20783	SOUTH AREA FIRE DISTRICT	JAN2020	WESTON PORTION OF ENGINE 21	1	44-07-57230-582-000	231,176.40
Total 51870:									231,176.40
51871									
01/20	01/24/20	51871	2500	ADVANCE AUTO PARTS	2763-369803	#21 DOOR HINGE PIN AND BUSHING	1	10-03-53310-353-000	19.13
01/20	01/24/20	51871	2500	ADVANCE AUTO PARTS	2763-369803	#85 OIL FILTER	2	10-03-53310-353-000	2.87
01/20	01/24/20	51871	2500	ADVANCE AUTO PARTS	2763-369804	#85 OIL FILTER	1	10-03-53310-353-000	2.87

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Inv Seq	Invoice GL Account	Check Amount
01/20	01/24/20	51871	2500	ADVANCE AUTO PARTS	2763-369804	#32 HYD BREATHER FILTER	2	18-03-53635-353-000	13.72
01/20	01/24/20	51871	2500	ADVANCE AUTO PARTS	2763-370477	DEF	1	10-03-53310-351-000	96.96
Total 51871:									135.55
51872									
01/20	01/24/20	51872	21805	AMERICAN CONSERVATION & BILLIN	10652	AQUAHAWK MONTHLY FEBRUARY 2020	1	60-03-53780-290-000	440.00
01/20	01/24/20	51872	21805	AMERICAN CONSERVATION & BILLIN	10652	AQUAHAWK MONTHLY FEBRUARY 2020	2	61-03-53613-290-000	440.00
Total 51872:									880.00
51873									
01/20	01/24/20	51873	21838	ASPIRUS CLINICS INC	80971	DIETSCHE: RANDOM DRUG TEST	1	60-03-53780-164-000	32.50
01/20	01/24/20	51873	21838	ASPIRUS CLINICS INC	80971	DIETSCHE: RANDOM DRUG TEST	2	61-03-53613-164-000	32.50
01/20	01/24/20	51873	21838	ASPIRUS CLINICS INC	80971	HUERTH: RANOME DRUG TEST	3	10-05-55200-164-000	65.00
Total 51873:									130.00
51874									
01/20	01/24/20	51874	1900	BORTH, JOHN	Jan2020	ICE - MAILING UCMR SAMPLES	1	60-03-53740-349-000	5.97
Total 51874:									5.97
51875									
01/20	01/24/20	51875	21118	CASPER'S TRUCK EQUIPMENT	0041492-IN	#8 PLOW CYLINDERS	1	10-03-53312-353-000	440.78
01/20	01/24/20	51875	21118	CASPER'S TRUCK EQUIPMENT	0041500-IN	#31 PLOW HARNESS	1	10-03-53312-353-000	208.77
Total 51875:									649.55
51876									
01/20	01/24/20	51876	21660	CLARK DIETZ INC	427452	WESTON SCHOOL NEIGHBORHOOD RECONSTRUCTION DE	1	42-07-57301-215-395	6,024.90
01/20	01/24/20	51876	21660	CLARK DIETZ INC	427452	WESTON SCHOOL NEIGHBORHOOD DESIGN SERVICES - WA	2	60-00-18700-000-395	4,545.10
Total 51876:									10,570.00
51877									
01/20	01/24/20	51877	21845	CONDON OIL CO INC	DEC 2019	FUEL: BLDG INSPECTOR - DEC 2019	1	10-02-52400-351-000	143.10
01/20	01/24/20	51877	21845	CONDON OIL CO INC	DEC 2019	FUEL: STREET DEPT - DEC 2019	2	10-03-53310-351-000	6,517.60
01/20	01/24/20	51877	21845	CONDON OIL CO INC	DEC 2019	FUEL: PLANNING/R&R - DEC 2019	3	10-06-56900-351-000	40.00
01/20	01/24/20	51877	21845	CONDON OIL CO INC	DEC 2019	FUEL: SEWER - DEC 2019	4	61-03-53610-351-000	192.19
01/20	01/24/20	51877	21845	CONDON OIL CO INC	DEC 2019	FUEL: WATER - DEC 2019	5	60-03-53780-351-000	624.55

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Inv Seq	Invoice GL Account	Check Amount
01/20	01/24/20	51877	21845	CONDON OIL CO INC	DEC 2019	FUEL: PARKS - DEC 2019	6	10-05-55210-351-000	994.64
01/20	01/24/20	51877	21845	CONDON OIL CO INC	DEC 2019	FUEL: METRO - DEC 2019	7	10-00-14510-000-000	3,869.16
01/20	01/24/20	51877	21845	CONDON OIL CO INC	DEC 2019	FUEL: HOLDING ACCOUNT - DEC 2019	8	10-00-16110-000-000	6,226.40
Total 51877:									18,607.64
51878									
01/20	01/24/20	51878	3220	CONTROL CONCEPTS TECH	478494-001	#26 HEATER HOSE	1	10-03-53310-353-000	63.40
Total 51878:									63.40
51879									
01/20	01/24/20	51879	11160	CORE & MAIN LP	L767123	WATER WORKS PARTS-INVENTORY PIPE & GASKETS	1	60-03-53762-252-000	306.60
Total 51879:									306.60
51880									
01/20	01/24/20	51880	4020	D&L SIGNS LLC	11787	VOW - VEHICLE DECALS	1	60-03-53766-390-000	120.00
Total 51880:									120.00
51881									
01/20	01/24/20	51881	20932	DENYON HOMES	080719	OCC SUR REFUND: 3003 WEILAND AVE	1	10-00-21120-000-000	1,000.00
Total 51881:									1,000.00
51882									
01/20	01/24/20	51882	19843	DIVERSIFIED BENEFIT SERVICES	296256	(13) VOW FLEX ADMIN FEES- DEC 2019	1	10-01-51430-163-000	97.50
01/20	01/24/20	51882	19843	DIVERSIFIED BENEFIT SERVICES	296256	(8) METRO FLEX ADMIN FEES- DEC 2019	2	10-00-14510-000-000	60.00
01/20	01/24/20	51882	19843	DIVERSIFIED BENEFIT SERVICES	296256	(1) SAFER FLEX ADMIN FEES- DEC 2019	3	10-00-14520-000-000	7.50
Total 51882:									165.00
51883									
01/20	01/24/20	51883	4910	FASTENAL COMPANY	WISCH321742	SHOP SUPPLIES	1	10-03-53310-390-000	56.70
01/20	01/24/20	51883	4910	FASTENAL COMPANY	WISCH321992	SHOP SUPPLIES	1	10-03-53310-390-000	16.15
01/20	01/24/20	51883	4910	FASTENAL COMPANY	WISCH322024	SHOP SUPPLIES-MECHANIC WIRE	1	10-03-53310-390-000	6.74
Total 51883:									79.59

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51884	01/20	01/24/20	51884	5370	FRANCE PROPANE SERVICE INC	119373	PROPANE FOR ICE SURFACING MACHINE	1	10-05-55210-351-000	30.03
Total 51884:									30.03	
51885	01/20	01/24/20	51885	5390	FRED MUELLER AUTOMOTIVE INC	026445	#8 AXLE FLANGE GASKET	1	10-03-53310-353-000	11.78
Total 51885:									11.78	
51886	01/20	01/24/20	51886	20024	FRONTIER	241-7732 DEC 2019	RYAN ST L/S	1	61-03-53610-225-000	64.27
01/20	01/24/20	51886	20024	FRONTIER	241-7946 DEC 2019	AQ CTR		1	22-05-55420-225-000	40.62
01/20	01/24/20	51886	20024	FRONTIER	241-8810 DEC 2019	E/C RIVER L/S		1	61-03-53610-225-000	64.27
01/20	01/24/20	51886	20024	FRONTIER	241-9268 DEC 2019	HERITAGE HILLS L/S		1	61-03-53610-225-000	57.21
01/20	01/24/20	51886	20024	FRONTIER	355-0054 DEC 2019	EVERGREEN POINTE L/S		1	61-03-53610-225-000	64.27
01/20	01/24/20	51886	20024	FRONTIER	355-0746 DEC 2019	PARK TERRACE L/S		1	61-03-53610-225-000	56.89
01/20	01/24/20	51886	20024	FRONTIER	355-0954 DEC 2019	ROSS AVE L/S		1	61-03-53610-225-000	73.92
01/20	01/24/20	51886	20024	FRONTIER	355-4506 DEC 2019	COLLEEN L/S		1	61-03-53610-225-000	68.44
01/20	01/24/20	51886	20024	FRONTIER	355-4719 DEC 2019	TANYA/TRICIA L/S		1	61-03-53610-225-000	87.22
01/20	01/24/20	51886	20024	FRONTIER	355-5218 DEC 2019	KATHLEEN L/S		1	61-03-53610-225-000	116.29
01/20	01/24/20	51886	20024	FRONTIER	355-5287 DEC 2019	HARLYN L/S		1	61-03-53610-225-000	68.44
01/20	01/24/20	51886	20024	FRONTIER	355-5649 DEC 2019	BUSINESS PARK L/S		1	61-03-53610-225-000	64.27
01/20	01/24/20	51886	20024	FRONTIER	359-6114 DEC 2019	VOW		1	10-01-51450-225-000	665.99
01/20	01/24/20	51886	20024	FRONTIER	359-6114 DEC 2019	EMPD		2	10-00-14510-000-000	308.58
01/20	01/24/20	51886	20024	FRONTIER	359-6114 DEC 2019	TOW		3	10-00-14410-000-000	24.42
01/20	01/24/20	51886	20024	FRONTIER	359-6114 DEC 2019	MUN CT		4	10-00-14530-000-000	24.42
01/20	01/24/20	51886	20024	FRONTIER	359-6114 DEC 2019	WATER		5	60-03-53780-225-000	37.22
01/20	01/24/20	51886	20024	FRONTIER	359-6114 DEC 2019	SEWER		6	61-03-53613-225-000	37.19
01/20	01/24/20	51886	20024	FRONTIER	359-9922 DEC 2019	LANDFILL		1	18-03-53631-225-000	68.77
Total 51886:									1,992.70	
51887	01/20	01/24/20	51887	20952	GRAY MANUFACTURING CO INC	897050	GRAY MOBIL LIFTS-BATTER DICONNECT; ANTENNA	1	10-03-53310-353-000	194.85
Total 51887:									194.85	
51888	01/20	01/24/20	51888	21632	GREEN VALLEY SEPTIC	MT1058	TOILET RENTAL: RYAN ST 10/5-11/5/19	1	18-03-53636-290-000	130.00

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Total 51888:									130.00
51889									
01/20	01/24/20	51889	21187	GROUP HEALTH COOPERATIVE	FEB2020	HEALTH INSURANCE FOR FEBRUARY 2020	1	10-00-21530-000-000	47,400.24
Total 51889:									47,400.24
51890									
01/20	01/24/20	51890	20205	HYDRITE CHEMICAL CO	02323608	CHEMICAL FOR WELLS WATER	1	60-03-53730-366-000	1,139.00
01/20	01/24/20	51890	20205	HYDRITE CHEMICAL CO	02323609	CHEMICAL FOR WELLS WATER	1	60-03-53730-366-000	949.20
01/20	01/24/20	51890	20205	HYDRITE CHEMICAL CO	02323610	CHEMICAL FOR WELLS WATER	1	60-03-53730-366-000	1,465.79
01/20	01/24/20	51890	20205	HYDRITE CHEMICAL CO	02323611	CHEMICAL FOR WELLS WATER	1	60-03-53730-366-000	1,210.04
Total 51890:									4,764.03
51891									
01/20	01/24/20	51891	21651	INTEGRATED PROCESS SOLUTIONS I	PSI000480	SCADA UPGRADES	1	60-00-18538-000-000	94,856.00
Total 51891:									94,856.00
51892									
01/20	01/24/20	51892	7150	INTERNATIONAL ASSOCIATION OF	JAN2020	IAEI DUES 2020-TATRO	1	10-02-52400-324-000	120.00
Total 51892:									120.00
51893									
01/20	01/24/20	51893	21739	I-STATE TRUCK CENTER	C271025606:01	#90 HEADLIGHT ASSEMBLY	1	10-03-53310-353-000	204.14
01/20	01/24/20	51893	21739	I-STATE TRUCK CENTER	C271025606:01	#15 AM/FM RADIO	2	10-03-53310-353-000	238.73
01/20	01/24/20	51893	21739	I-STATE TRUCK CENTER	C271025606:01	#29 FUEL LINE, SEAL, CLAMP	3	10-03-53312-353-000	43.03
01/20	01/24/20	51893	21739	I-STATE TRUCK CENTER	C271025927:01	CREDIT RETURN #90 HEAD LIGHT	1	10-03-53310-353-000	204.14-
Total 51893:									281.76
51894									
01/20	01/24/20	51894	4820	JOHN FABICK TRACTOR CO	PIWA0008822	#23 HYD FITTING FREIGHT	1	10-03-53310-353-000	12.25
01/20	01/24/20	51894	4820	JOHN FABICK TRACTOR CO	PIWA0008823	#23 HYD FITTING	1	10-03-53310-353-000	62.78
01/20	01/24/20	51894	4820	JOHN FABICK TRACTOR CO	PIWA0009251	#23 HYD FITTING	1	10-03-53310-353-000	21.94
Total 51894:									96.97

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51895									
01/20	01/24/20	51895	8450	K & S FUEL INJECTION INC	11322	#8 EGR VALVE	1	10-03-53310-353-000	410.89
Total 51895:									410.89
51896									
01/20	01/24/20	51896	20580	KIMBALL MIDWEST	7656118	SHOP TOOLS	1	10-03-53310-353-000	583.11
01/20	01/24/20	51896	20580	KIMBALL MIDWEST	7670236	SHOP TOOLS-AIR HOSE COUPLERS	1	10-03-53310-353-000	348.86
Total 51896:									931.97
51897									
01/20	01/24/20	51897	8510	KWIK TRIP INC	DEC2020	FUEL FOR PLOW TRUCKS	1	10-03-53310-351-000	1,225.46
Total 51897:									1,225.46
51898									
01/20	01/24/20	51898	12810	LEGALSHIELD	FEB2020	DUES: JAN 2020	1	10-00-21566-000-000	165.40
Total 51898:									165.40
51899									
01/20	01/24/20	51899	2200	BRUCE EQUIPMENT	P13547	#113 MIRROR(S); WINTER MAINTENANCE	1	10-03-53312-353-000	76.41
Total 51899:									76.41
51900									
01/20	01/24/20	51900	20215	MICHELS MATERIALS	386115	SAND FOR SNOW PLOWING	1	10-03-53312-234-000	2,257.57
Total 51900:									2,257.57
51901									
01/20	01/24/20	51901	21224	MI-TECH SERVICES INC	32060065	LANDFILL MONITORING (DEC 2019)	1	18-03-53631-215-000	1,925.00
Total 51901:									1,925.00
51902									
01/20	01/24/20	51902	21398	MUNICIPAL PROPERTY INSURANCE C	JAN2020	BUILDINGS/PROP IN OPEN/PERSONAL PROPERTY INS - 201	1	10-01-51540-511-000	31,913.00
01/20	01/24/20	51902	21398	MUNICIPAL PROPERTY INSURANCE C	JAN2020	CONTRACTORS EQUIP AND EQUIP BREAKDOWN INS - 2017	2	10-01-51540-512-000	9,171.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Inv Seq	Invoice GL Account	Check Amount
Total 51902:									41,084.00
51903									
01/20	01/24/20	51903	11070	NAPA AUTO PARTS - WESTON	748268	#8 AXLE FLANGE GASKET	1	10-03-53310-353-000	2.77
01/20	01/24/20	51903	11070	NAPA AUTO PARTS - WESTON	749510	#104 LIGHTS	1	10-03-53310-353-000	23.97
01/20	01/24/20	51903	11070	NAPA AUTO PARTS - WESTON	750963	BULBS FOR TRUCK #6	1	10-05-55210-241-000	17.78
Total 51903:									44.52
51904									
01/20	01/24/20	51904	20769	NC WI STORMWATER COALITION	2020-10	WPDES PERMIT CONTRIBUTION: 2020	1	63-03-53652-327-000	1,500.00
Total 51904:									1,500.00
51905									
01/20	01/24/20	51905	21058	NEOFUNDS	DEC2019	POSTAGE: DEC 2019	1	10-01-51450-311-000	1,000.00
Total 51905:									1,000.00
51906									
01/20	01/24/20	51906	11480	NORCON CORPORATION	2987	SCHOFIELD AVE SANITARY MANHOLE FRAME REPLACEMEN	1	61-03-53603-290-000	2,413.11
Total 51906:									2,413.11
51907									
01/20	01/24/20	51907	19643	O'REILLY AUTO PARTS	3845-302573	#14 OIL FILTER	1	10-03-53310-353-000	5.05
Total 51907:									5.05
51908									
01/20	01/24/20	51908	12290	PEMBER COMPANIES INC	DEC2019/PEMBER	HARLYN LIFT STATION	1	61-00-18432-000-000	199,618.75
Total 51908:									199,618.75
51909									
01/20	01/24/20	51909	12460	PGA INC	526047	WATER MAIN BREAK REPAIR - HEMLOCK/FOREST	1	60-03-53761-290-000	5,689.43
Total 51909:									5,689.43

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Inv Seq	Invoice GL Account	Check Amount
51910									
01/20	01/24/20	51910	12770	POWERPLAN	1941418	#106 JOHN DEERE 160 CLC ALTERNATOR CORE RETURN	1	10-03-53310-353-000	75.00-
01/20	01/24/20	51910	12770	POWERPLAN	1963885	#14 AIR FILTER; OIL PRESSURE SWITCH	1	10-03-53310-353-000	92.10
Total 51910:									17.10
51911									
01/20	01/24/20	51911	19619	PTM DOCUMENT SYSTEMS	0074087	W-2'S/ENVELOPES AND 1099'S/ENVELOPES	1	10-01-51520-310-000	120.47
Total 51911:									120.47
51912									
01/20	01/24/20	51912	19838	RHYME BUSINESS PRODUCTS LLC	AR359668	MONTHLY B&W USAGE: 12/11-1/10	1	10-01-51450-280-000	5.88
01/20	01/24/20	51912	19838	RHYME BUSINESS PRODUCTS LLC	AR359668	MONTHLY COLOR USAGE: 12/11-1/10	2	10-01-51450-280-000	163.46
Total 51912:									169.34
51913									
01/20	01/24/20	51913	13530	RIB MTN METROPOLITAN SEWERAGE	DEC2019	O & M 12/2019	1	61-03-53610-227-000	71,850.80
01/20	01/24/20	51913	13530	RIB MTN METROPOLITAN SEWERAGE	DEC2019	DEBT SERVICE DEC 2019	2	61-08-53614-614-000	12,604.65
Total 51913:									84,455.45
51914									
01/20	01/24/20	51914	13830	ROTHSCHILD WATERWORKS	JAN2020	Q4 2019	1	60-03-53710-220-000	2,049.70
Total 51914:									2,049.70
51915									
01/20	01/24/20	51915	19978	SCAFFIDI MOTORS INC	178261	#60 COMMUNICATION REPAIR	1	10-03-53312-353-000	111.94
Total 51915:									111.94
51916									
01/20	01/24/20	51916	21712	SCHILLING SUPPLY COMPANY	754171-00	PLASTIC BAGS	1	10-01-51600-344-000	42.02
Total 51916:									42.02
51917									
01/20	01/24/20	51917	20892	SCOTT'S HEAVY TRUCK	7269	#10 CHAIN THROWER PARTS	1	10-03-53312-353-000	158.68
01/20	01/24/20	51917	20892	SCOTT'S HEAVY TRUCK	7338	#55 UTILITY BODY HANDLE	1	10-03-53310-353-000	98.33

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Inv Seq	Invoice GL Account	Check Amount
Total 51917:									257.01
51918									
01/20	01/24/20	51918	10520	SECURIAN FINANCIAL GROUP INC	FEB2020	FEB PREMIUM EE SHARE	1	10-00-21531-000-000	628.62
01/20	01/24/20	51918	10520	SECURIAN FINANCIAL GROUP INC	FEB2020	FEB PREMIUM ER SHARE	2	10-00-21531-000-000	435.80
Total 51918:									1,064.42
51919									
01/20	01/24/20	51919	14690	SHORT ELLIOTT HENDRICKSON INC	379612	3RD PARTY ENGINEER ASSISTANCE IN AT&T LAWSUIT	1	10-01-51410-290-000	184.10
Total 51919:									184.10
51920									
01/20	01/24/20	51920	15220	SOUTHSIDE TIRE CO INC	409822	#26 GRADER ROADSIDE SERVICE	1	10-03-53312-353-000	152.00
01/20	01/24/20	51920	15220	SOUTHSIDE TIRE CO INC	409861	#26 GRADER TIRE REPAIR	1	10-03-53312-353-000	97.00
Total 51920:									249.00
51921									
01/20	01/24/20	51921	15780	SUN PRINTING INC	109829	(6968) R/R NEWSLETTER	1	18-03-53638-312-000	5,531.00
01/20	01/24/20	51921	15780	SUN PRINTING INC	109829	(6968) R/R NEWSLETTER POSTAGE	2	18-03-53638-311-000	1,554.57
01/20	01/24/20	51921	15780	SUN PRINTING INC	109993	(500) EMPD A/P CHECKS	1	10-00-14510-000-000	130.00
Total 51921:									7,215.57
51922									
01/20	01/24/20	51922	15920	TAPCO INC	I658802	TRAFFICE CONTROL LIGHT PARTS	1	10-03-53311-364-000	1,010.16
Total 51922:									1,010.16
51923									
01/20	01/24/20	51923	21269	TIMBER RIVER CUSTOM HOMES	090918	OCCUPANCY SURCHG REFUND: 3606 TAMARACK LN	1	10-00-21120-000-000	1,000.00
Total 51923:									1,000.00
51924									
01/20	01/24/20	51924	16460	TRUCK COUNTRY OF WISCONSIN IN	X205259155:01	#17 AND #29 SEAT COVERS	1	10-03-53312-353-000	158.85

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Inv Seq	Invoice GL Account	Check Amount
Total 51924:									158.85
51925									
01/20	01/24/20	51925	20240	TRUCK EQUIPMENT INC	880422-00	#38 SNOW PLOW CYLINDER	1	10-03-53312-353-000	796.00
Total 51925:									796.00
51926									
01/20	01/24/20	51926	16710	USA BLUE BOOK	113580	WATER TESTING SUPPLIES	1	60-03-53730-366-000	484.89
Total 51926:									484.89
51927									
01/20	01/24/20	51927	16890	VAN ERT ELECTRIC COMPANY INC	38429	TRAFFIC SIGNAL REPAIR - TARGET AND SCHOFIELD AVE	1	10-03-53311-290-000	1,979.82
Total 51927:									1,979.82
51928									
01/20	01/24/20	51928	20510	VREELAND ENTERPRISES INC	20-0016	STORM WATER EASEMENT - FOUNTAIN HILLS	1	63-03-53655-290-000	500.00
Total 51928:									500.00
51929									
01/20	01/24/20	51929	17540	WAUSAU, CITY OF	1292465	PUBLIC MEETING RECORDING & PUBLISHING	1	10-01-51450-290-000	615.00
Total 51929:									615.00
51930									
01/20	01/24/20	51930	19140	YAEGER AUTO SALVAGE INC	286125	DISPOSAL OF 42 TIRES	1	10-03-53310-290-000	126.00
01/20	01/24/20	51930	19140	YAEGER AUTO SALVAGE INC	286125	1 PROPANE TANK, 1 FRIDGE, 2 TV'S	2	18-03-53620-297-000	93.20
Total 51930:									219.20
51931									
01/20	01/24/20	51931	21981	REDLIN, WAYNE	012220	REFUND DIFFERENCE BETWEEN HALL AND SHELTER	1	10-00-46720-000-084	40.83
Total 51931:									40.83
90024									
01/20	01/17/20	90024	21761	U.S. BANK CORPORATE PAYMENT SY	4279 DEC 2019	Annual Fee for Anti-Malware software	1	10-01-51450-284-000	1,859.53

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Inv Seq	Invoice GL Account	Check Amount
01/20	01/17/20	90024	21761	U.S. BANK CORPORATE PAYMENT SY	4279 DEC 2019	01/22/2020 Recycling Webinar for Valerie Parker	2	18-03-53637-325-000	49.00
01/20	01/17/20	90024	21761	U.S. BANK CORPORATE PAYMENT SY	4279 DEC 2019	Ice Surfacing Machine Blade Sharpening	3	10-05-55210-242-000	100.80
01/20	01/17/20	90024	21761	U.S. BANK CORPORATE PAYMENT SY	4279 DEC 2019	Ink cartrdige for check scanner	4	10-01-51520-310-000	103.30
01/20	01/17/20	90024	21761	U.S. BANK CORPORATE PAYMENT SY	4279 DEC 2019	Wellness Snacks	5	10-01-51450-399-000	26.94
01/20	01/17/20	90024	21761	U.S. BANK CORPORATE PAYMENT SY	4279 DEC 2019	Coffee, Creamer, band-aids	6	10-01-51450-390-000	55.78
01/20	01/17/20	90024	21761	U.S. BANK CORPORATE PAYMENT SY	4279 DEC 2019	Detergent for uniforms	7	10-03-53310-216-000	12.82
01/20	01/17/20	90024	21761	U.S. BANK CORPORATE PAYMENT SY	4279 DEC 2019	Paper toweling	8	10-01-51450-390-000	36.96
01/20	01/17/20	90024	21761	U.S. BANK CORPORATE PAYMENT SY	4279 DEC 2019	Gift Certificates for Farmers Market Vendors	9	81-06-56940-327-000	150.00
01/20	01/17/20	90024	21761	U.S. BANK CORPORATE PAYMENT SY	4279 DEC 2019	Gift Certificates for Farmers Market Vendors	10	81-06-56940-327-000	50.00
01/20	01/17/20	90024	21761	U.S. BANK CORPORATE PAYMENT SY	4279 DEC 2019	Gift Certificates for Farmers Market Vendors	11	81-06-56940-327-000	100.00
01/20	01/17/20	90024	21761	U.S. BANK CORPORATE PAYMENT SY	4279 DEC 2019	Gift Certificates for Farmers Market Vendors	12	81-06-56940-327-000	50.00
01/20	01/17/20	90024	21761	U.S. BANK CORPORATE PAYMENT SY	4279 DEC 2019	Gift Certificates for Farmers Market Vendors	13	81-06-56940-327-000	50.00
01/20	01/17/20	90024	21761	U.S. BANK CORPORATE PAYMENT SY	4279 DEC 2019	Gift Certificates for Farmers Market Vendors	14	81-06-56940-327-000	75.00
01/20	01/17/20	90024	21761	U.S. BANK CORPORATE PAYMENT SY	4279 DEC 2019	Gift Certificates for Farmers Market Vendors	15	81-06-56940-327-000	25.00
01/20	01/17/20	90024	21761	U.S. BANK CORPORATE PAYMENT SY	4279 DEC 2019	Gift Certificates for Farmers Market Vendors	16	81-06-56940-327-000	25.00
01/20	01/17/20	90024	21761	U.S. BANK CORPORATE PAYMENT SY	4279 DEC 2019	Gift Certificates for Farmers Market Vendors	17	81-06-56940-327-000	25.00
01/20	01/17/20	90024	21761	U.S. BANK CORPORATE PAYMENT SY	4279 DEC 2019	Gift Certificates for Farmers Market Vendors	18	81-06-56940-327-000	25.00
01/20	01/17/20	90024	21761	U.S. BANK CORPORATE PAYMENT SY	4279 DEC 2019	This week in Weston	19	10-01-51450-289-000	50.00
Total 90024:									2,870.13
90025									
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00056 DEC 19	ALTA VERDE - AQ CTR: 12/12/19-1/14/20	1	22-05-55420-222-000	343.51
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00132 DEC 20	QUENTIN SHELTER: 11/22-12/26/2019	1	10-05-55210-222-000	60.48
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00132 DEC 20	ROGAN: 11/22-12/26/2019	2	10-05-55210-222-000	60.71
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00132 DEC 20	KENNEDY: 11/22-12/26/2019	3	10-05-55210-222-000	60.48
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00132 DEC 20	NORTHWESTERN: 11/22-12/26/2019	4	10-05-55210-222-000	60.47
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00132 DEC 20	PKWY SHELTER: 11/22-12/26/2019	5	10-05-55210-222-000	60.47
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00132 DEC 20	NORTHWESTERN PK: 11/22-12/26/2019	6	10-05-55210-222-000	60.47
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00132 DEC 20	ROBINWOOD: 11/22-12/26/2019	7	10-05-55210-222-000	60.17
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00132 DEC 20	ALTA VERDE: 11/22-12/26/2019	8	10-05-55210-222-000	146.04
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00132 DEC 20	ALTA VERDE: 11/22-12/26/2019	9	10-05-55210-224-000	113.42
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00132 DEC 20	WIFI @ KEN PK: 11/22-12/26/2019	10	10-05-55210-222-000	63.94
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00134 DEC 20	FOREMOST WELL/TOWER: 11/25-12/26/2019	1	60-03-53720-222-000	4,243.74
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00134 DEC 20	MESKER WELL: 11/25-12/26/2019	2	60-03-53720-222-000	1,402.65
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00134 DEC 20	MESKER WELL: 11/25-12/26/2019	3	60-03-53720-224-000	158.22
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00134 DEC 20	WTP/STERNBERG WELL: 11/25-12/26/2019	4	60-03-53720-222-000	3,846.84
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00134 DEC 20	WTP/STERNBERG WELL: 11/25-12/26/2019	5	60-03-53730-222-000	3,846.84
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00134 DEC 20	WTP/STERNBERG WELL: 11/25-12/26/2019	6	60-03-53720-224-000	213.98
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00134 DEC 20	WTP/STERNBERG WELL: 11/25-12/26/2019	7	60-03-53730-224-000	213.98
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00134 DEC 20	EVEREST TOWER: 11/25-12/26/2019	8	60-03-53740-222-000	41.02

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Inv Seq	Invoice GL Account	Check Amount
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00134 DEC 20	ALTA VERDE WELL: 11/25-12/26/2019	9	60-03-53720-222-000	2,175.11
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00134 DEC 20	ALTA VERDE WELL: 11/25-12/26/2019	10	60-03-53720-224-000	155.72
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00134 DEC 20	BUS PARK TOWER: 11/25-12/26/2019	11	60-03-53740-222-000	194.97
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00134 DEC 20	BLOEDEL WELL: 11/25-12/26/2019	12	60-03-53720-222-000	4,209.88
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00134 DEC 20	BLOEDEL WELL: 11/25-12/26/2019	13	60-03-53720-224-000	120.71
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00134 DEC 20	SUMMIT TOWER: 11/25-12/26/2019	14	60-03-53740-222-000	82.08
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00134 DEC 20	RIPPLING CREEK WELL: 11/25-12/26/2019	15	60-03-53720-222-000	2,104.75
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00134 DEC 20	RIPPLING CREEK WELL: 11/25-12/26/2019	16	60-03-53720-224-000	113.85
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	BARBICAN AVE - IRRIG : 11/25-12/27/2019	1	10-03-53317-222-000	30.34
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	ENT. WAY - TRAF LIGHTS: 11/25-12/27/2019	2	10-03-53311-222-000	166.49
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	COMM CTR - ST LIGHTING: 11/25-12/27/2019	3	10-03-53420-222-000	211.15
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	BARBICAN AVE - ST LIGHTING: 11/25-12/27/2019	4	10-03-53420-222-000	372.49
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	ENT WAY FNTN - ST LIGHTING: 11/25-12/27/2019	5	10-03-53420-222-000	87.58
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	VILLAGE - ST LIGHTING: 11/25-12/27/2019	6	10-03-53420-222-000	27,279.81
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	ROSS - TRAF LIGHTS : 11/25-12/27/2019	7	10-03-53311-222-000	151.79
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	LANDFILL: 11/25-12/27/2019	8	18-03-53631-222-000	183.92
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	VALDRES/BARBICAN - IRRIG: 11/25-12/27/2019	9	10-03-53317-222-000	87.58
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	SCHOF/CHERRY - IRRIG : 11/25-12/27/2019	10	10-03-53317-222-000	59.47
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	MINISTRY - ST LIGHTING: 11/25-12/27/2019	11	10-03-53420-222-000	474.82
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	SHOREY - WARNING SIREN: 11/25-12/27/2019	12	10-02-52910-222-000	62.01
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	EVEREST/CP - TRAF LIGHTS: 11/25-12/27/2019	13	10-03-53311-222-000	176.18
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	ST CLARE'S PUMP - IRRIG: 11/25-12/27/2019	14	10-03-53317-222-000	59.06
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	MINISTRY - IRRIG : 11/25-12/27/2019	15	10-03-53317-222-000	59.27
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	EVEREST - WARNING SIREN: 11/25-12/27/2019	16	10-02-52910-222-000	62.93
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	BIRCH/WESTON - ST LIGHTING: 11/25-12/27/2019	17	10-03-53420-222-000	305.24
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	BIRCH/SCHOF - ST LIGHTING : 11/25-12/27/2019	18	10-03-53420-222-000	349.84
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	RECYCLE SHED: 11/25-12/27/2019	19	10-03-53312-222-000	70.74
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	WESTON/CTYX - TRAF LIGHTS : 11/25-12/27/2019	20	10-03-53311-222-000	366.07
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	ALDERSON/SCHOF - ST LIGHTING : 11/25-12/27/2019	21	10-03-53420-222-000	281.47
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	NORMANDY/SCHOF - ST LIGHTING: 11/25-12/27/2019	22	10-03-53420-222-000	242.37
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	CAMP PHIL - FLASH SIGN: 11/25-12/27/2019	23	10-03-53311-222-000	59.19
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	BIRCH/WESTON - TRAF LIGHTS : 11/25-12/27/2019	24	10-03-53311-222-000	111.18
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	CROSS POINTE - ST LIGHTING: 11/25-12/27/2019	25	10-03-53420-222-000	343.40
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	STONE RIDGE - IRRIG: 11/25-12/27/2019	26	10-03-53317-222-000	87.58
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	HOWLAND AVE - ST LIGHTING: 11/25-12/27/2019	27	10-03-53420-222-000	121.33
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	SHOREY - ST LIGHTING: 11/25-12/27/2019	28	10-03-53420-222-000	80.78
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	BUS PK - ST LIGHTING: 11/25-12/27/2019	29	10-03-53420-222-000	906.13
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	MEURET LN - ST LIGHTING: 11/25-12/27/2019	30	10-03-53420-222-000	58.29
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	CTY RD J-SIGN - ST LIGHTING : 11/25-12/27/2019	31	10-03-53420-222-000	64.25
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	ALDERSON/SCHOF - TRAF LIGHTS : 11/25-12/27/2019	32	10-03-53311-222-000	103.47
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	BIRCH/SCHOF - TRAF LIGHTS: 11/25-12/27/2019	33	10-03-53311-222-000	111.09

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Inv Seq	Invoice GL Account	Check Amount
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	CP/SCHOF - TRAF LIGHTS: 11/25-12/27/2019	34	10-03-53311-222-000	117.73
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	SCHOFIELD - TRAF LIGHTS: 11/25-12/27/2019	35	10-03-53311-222-000	105.15
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	ZINSER - WAY FINDING SIGNS: 11/25-12/27/2019	36	10-03-53420-222-000	78.37
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	RICKYVAL - WAY FINDING SIGNS: 11/25-12/27/2019	37	10-03-53420-222-000	76.72
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	RYAN - WAY FINDING SIGNS: 11/25-12/27/2019	38	10-03-53420-222-000	58.29
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	WESTON/PROG - WAY FINDING SIGNS: 11/25-12/27/2019	39	10-03-53420-222-000	66.96
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	MUSKIE - WARNING SIREN: 11/25-12/27/2019	40	10-02-52910-222-000	61.71
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	JELINEK - SPEED SIGN: 11/25-12/27/2019	41	10-03-53311-222-000	61.30
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	WINDSOR DR - AERATOR: 11/25-12/27/2019	42	63-03-53655-222-000	62.07
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	BIRCH - PED BRIDGE LIGHTING: 11/25-12/27/2019	43	10-03-53420-222-000	142.51
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	MUN CTRELECTRIC: 11/25-12/27/2019	44	10-01-51600-222-000	1,920.22
01/20	01/24/20	90025	18990	WISCONSIN PUBLIC SERVICE	2484-00166 DEC 20	MUN CTRNATURAL GAS: 11/25-12/27/2019	45	10-01-51600-224-000	1,193.03
Total 90025:									61,345.87
Grand Totals:									1,081,209.26

Dated _____

Finance Committee Chairperson _____

Report Criteria:
 Report type: GL detail

**VILLAGE OF WESTON, MARATHON COUNTY,
WISCONSIN
5500 SCHOFIELD AVENUE, WESTON, WI 54476**

Board of Trustees – 2/3/2020

From: Sherry Weinkauf, Clerk

Subject: Amendment to Sec. 5.14 Reimbursement for Travel Expenses of the Employee Personnel Policies and Procedures Handbook.

Background

We recently received some employee concerns regarding the Village's meal reimbursement rates. It was indicated the rates for reimbursement may be too low. Our current reimbursement rates are as follows:

The Village *in-state rate* is \$42. Therefore, maximum amounts for each meal are as follows:

Breakfast = \$8.50

Lunch = \$12.50

Dinner = \$21.00

Total = \$42

The Village *out-of-state rate* is \$50. Therefore, maximum amounts for each meal are as follows:

Breakfast = \$10

Lunch = \$15

Dinner = \$25

Total = \$50

I have found that these kinds of policies vary across employers and recommend using the per diem rates established by the U.S. General Services Administration (GSA). GSA establishes the per diem rates for the lower 48 Continental United States (CONUS), which are the maximum allowances that federal employees are reimbursed for expenses incurred while on official travel. Most of the CONUS (approximately 2600 counties) are covered by the standard CONUS per diem rate of \$151 (\$96 lodging, \$55 meals and incidental expenses). In fiscal year (FY) 2020, there are 322 Non-Standard Areas (NSAs) that have per diem rates higher than the standard CONUS rate.

To search per diem rates by state you can visit <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

To search per diem rates for Wisconsin you can visit https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=WI&fiscal_year=2020&zip=&city=.

Wisconsin's standard rate breakdown for meals is as follows: \$13 Breakfast, \$14 Lunch and \$23 Dinner.

Public Review: **Human Resources Committee reviewed and recommended some changes. I have included these changes in the attached. You can also refer to the Human Resources Committee minutes.**

Fiscal Impact: **N/A**

Recommendation: **I move to approve an amendment to Sec. 5.14 Reimbursement for Travel Expenses of the Employee Personnel Policies and Procedures Handbook, per the recommendation of the Human Resources Committee.**

Are there additional reference documents which have been attached to this report?

Sec. 5.12. Performance Bonuses.

Performance bonuses are intended to ensure that performance is recognized and that equity is achieved and maintained. The Administrator will review market conditions and trends to recommend a merit increase budget on an annual basis that will be approved by the Board of Trustees. Recommendations for individual merit increases will be determined by Department Directors within the budget provided and should be on the basis of performance. Merit increases are not permitted if the increase would move the compensation of an employee past the control point established for the salary range. A merit increase is applied by taking the employee's current rate of pay, identifying which quintile that rate of pay is in, and then multiplying the current rate by the percentage increase established in the annual merit increase decision worksheet based on the employee's level of performance. The merit increase worksheet will be determined within the budget approved by the Board of Trustees, employee performance, and both overall and individual comparative ratio analysis on an annual basis.

Sec. 5.13. Clothing and Equipment.

The Village may make arrangements to provide uniforms to employees of the Services Division. When uniforms are provided, employees are expected to wear the provided apparel. The Village will also furnish Personal Protective Equipment (PPE) necessary for employees' safety on the job. Department Directors shall determine the PPE to be provided for their departments. The Village may, from time to time, make special purchases of clothing. The Village, payable when receipts are turned in, shall also contribute one hundred ninety-five dollars (\$195) to a winter clothing allowance for each employee listed (Public Works Leads, Public Works Operator/Maintainer, Parks Director, Aquatic Manager, Arborist/Forester, Building Inspector/Manager, Property Inspector) for such items as jackets, bib overalls, insulated coveralls, boots, hats and gloves.

Sec. 5.14. Reimbursement for Travel Expenses.

Receipts upon return from business-related travel are required for reimbursement rates for authorized local or long-distance travel shall be as follows:

- (1) The two definitions for a business-related activity are as follows:
 - (a) the Village policy, which determines what meals will be reimbursed by the Village and,
 - (b) the IRS guidelines, which determine which meals are taxable to the individual.
- (2) Reimbursement rates for official Village business travel shall be as follows:
 - (a) Airplane or Other Commercial Transportation: Actual fare at coach or economy class for the most direct route, receipts required. Alternate forms of transportation may be reimbursed at the equivalent of air fare at coach or economy for the most direct route not to exceed actual costs.
 - (b) Lodging: Actual amount, receipts required.
- (3) Reimbursement rates for official Village meals shall be as follows:
 - (a) Meals: Meal claims will be paid based on a standard reimbursement expense. daily per diem rate. The meal claims must be reasonable, necessary and closely represent the amount actually spent. To be allowed breakfast, departure must be before 6:00 a.m.; lunch, departure

must be before 10:30 a.m., and return after 2:30 pm.; dinner, employee must return after 7:00 p.m., or depart his/her headquarters for overnight travel before 6:00 p.m.

Subject to the Department Director or their designee's approval, meal reimbursement is allowed when the employee is on Village business related activities outside of the Village. Reimbursement for meals consumed in the Village may be approved in conjunction only with a business meeting at the discretion of the Village Administrator or his/her designee.

- (b) Under the Village's policy, a business-related activity for meals reimbursed outside the Village includes the following:
1. Business meeting including a third-party or non-Village employee in which business is conducted or,
 2. Business related situation that would occur in the normal performance of your job duties. A third-party or non-Village employee would generally include but is not limited to the following: outside experts (consultants, lawyers, auditors, etc.), visiting dignitaries (state and local officials or members of commissions, committees or boards) and interviewees. Reimbursements for other business-related situations outside of the Village, could include, but are not limited to the following:
 - a. meals at conferences/conventions/etc. that are not included in the registration fee or
 - b. meals incurred that are not considered business meetings but are considered necessary and reasonable while performing your normal job duties
- (c) Under the IRS guidelines, meal reimbursements for business meetings that include a third-party or non-Village employee as defined above, are not taxable to the individual if a receipt is submitted for reimbursement within 60 (sixty) calendar days of the date incurred. However, meal reimbursements made for other business-related activities (as defined previously), which are not overnight, are considered a fringe benefit and are taxable to the employee (see criteria listed previously) or are not reimbursable by Village policy.
- (d) Claims for meals shall be paid on a standard daily per diem basis reimbursement expense. Daily meal and incidental expense (including all related taxes and tips) are prescribed by the General Service Administration (GSA) for the location of expense. If the expense location is not listed, the standard rate for the applicable state will apply unless you are in a high cost county (high cost city rates extend to all locations within the county). Current domestic reimbursement rates range from \$46 (standard rate) to \$71 depending on the location of the expense. To find the reimbursement rates please visit <https://www.gsa.gov/travel/plan-book/per-diem-rates> for meal breakdown. ~~The maximum daily amount permitted, including tax and tip (The tip should not to exceed 20% of meal cost), for all meal reimbursements within the State of Wisconsin, is \$42 per day. The meal reimbursement for meals outside the State of Wisconsin will be \$50 per day.~~ Employees must submit a copy of their receipt along with the Statement of Expenses Incurred for Village form worksheet (Appendix 5-A) in order to receive reimbursement.

~~The Village in-state rate is \$42. Therefore, maximum amounts for each meal are as follows:~~

Breakfast	_____	=	\$8.50
Lunch	_____	=	\$12.50
Dinner	_____	=	\$21.00

~~Total _____ = \$42~~

~~The Village out of state rate is \$50. Therefore, maximum amounts for each meal are as follows:~~

~~Breakfast _____ = \$10~~

~~Lunch _____ = \$15~~

~~Dinner _____ = \$25~~

~~Total _____ = \$50~~

- (e) When an employee claims reimbursement for two or more meals in a day and exceeds the maximum on one or more meals, the employee may only claim per diem- the standard reimbursement expense for each allowable meal on that day not to exceed actual costs of meals. An employee must request reimbursement for three meals to be eligible for the full daily reimbursement expense per diem rate. Each day is considered separately for application of this policy. If meal maximums are not reached on one day, the savings do not accrue and cannot be applied to expenses claimed on another day or for other costs such as lodging.
- (f) Expenditures for alcoholic beverages, or any spouse or guest, are not reimbursable. Meals included in the cost of airfare or registration fees are not reimbursable.
- (4) Reimbursement rates for official Village travel mileage shall be as follows:
- (a) Mileage when traveling by personal automobile on official Village business shall be reimbursed at the rate determined by the IRS <https://www.irs.gov/>. Employees shall maintain a policy of personal auto insurance policy that meets minimum financial responsibility liability limits of: Bodily Injury: \$25,000 for each person and \$50,000 for each occurrence; Property Damage: \$10,000 for each occurrence (or a Combined Single Liability Limit of \$50,000); and Uninsured Motorists and Underinsured Motorists coverage of \$ 50,000 per person/\$50,000 per occurrence (or a Combined Single Limit of \$50,000).
- (b) Those individuals who maintain a personal auto insurance policy of not less than Bodily Injury: \$100,000 for each person and \$300,000 for each occurrence; Property Damage: \$100,000 per accident (or a Combined Single Limit of \$300,000); Medical Payments: \$5,000 and Uninsured Motorists and Underinsured Motorists coverage of \$100,000 per person/\$300,000 per occurrence (or a Combined Single Limit of \$300,000) shall qualify for a higher level of reimbursement equal to the IRS business mileage rate commencing on the effective date established by the IRS. During the course of any given year, if the IRS adjusts the business mileage rate, either up or down, Village reimbursement will be adjusted the same amount as of the effective date of any change.
- (c) Request for reimbursement shall be made on forms which indicate that the responsible Department Director has been provided with the necessary documentation certifying that the driver's personal insurance coverage meets or exceeds the established standards. Employees must also provide their Department Director with a photocopy of their auto declarations page or a certificate of insurance to qualify for mileage reimbursement and shall sign an Employee Acknowledgment of Personal Automobile Liability Insurance Form which remains on file in the department files. (See Appendix 5-B of this Chapter).
- (5) Travel Reimbursement:

REQUEST FOR CONSIDERATION

Public Mtg/Date:	Park & Recreation Committee – 1/27/2020 Board of Trustees – 2/3/2020
Description:	Discussion and possible action Memorial Requests Document
From:	Shawn Osterbrink, Director of Parks, Recreation & Forestry
Question:	Should the Board of Trustees approve the Memorial Requests Document that would provide a list of how memorial requests are submitted to the village?

Background

The village has previously received and worked with various groups and individuals on the placement of memorial items (tables, benches, planters, trees, etc.). Previous requests were taken to the Park and Recreation Committee and Board on a case by case basis for consideration. In spring of 2018 previous administration requested that staff draft an official policy regarding the placement of memorials. Staff submitted a draft policy in May of 2018, but no action was taken by the committee. Staff also discussed the drafting of this document with the Village Board and they stated that it was no longer necessary to continue working on this policy and that they would continue to review these requests on a case by case basis. In September of 2019 Trustee Xiong requested that this item be placed on the next Park and Recreation Committee agenda for reconsideration and discussion. The draft memorial policy was reviewed again at the November 2019 meeting of the Park and Recreation Committee. During the discussion it was determined that a policy was not necessary but asked that staff draft a document that laid out the specific procedures for donors to follow for submitting their requests. Attached is a draft document that lists the specific procedure for submitting a request.

Attached Docs:	Draft Memorial Requests Document
Committee Action:	Park and Recreation Committee recommended approval at their 1/27/2020 meeting.

Memorial Policy Document was previously reviewed in March and May of 2018 and November of 2019. No action was taken on this item. Memorial Policy was reviewed again in November in 2019 but the Park and Recreation thought that a specific policy was not necessary but asked that staff draft a document that laid out the specific procedures for donors to follow for submitting their requests.

Fiscal Impact:	N/A
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REQUEST FOR CONSIDERATION

Recommendation:

Recommended Language for Official Action

I move to approve the Memorial Requests Document.

I move to not approve the Memorial Requests Document.

Or, something else.

Additional action:

Memorial Requests

This document was drafted to provide individuals and groups the process on how memorial requests are received and handled by the village.

Requests for placement of Memorials in Parks

1. Submit request information to village the Wednesday prior to the regular Park and Recreation Committee meeting, which is held the fourth Monday of each month. Information will be placed in meeting packet. Attend 4:30 p.m. meeting at Weston Municipal Center, 5500 Schofield Avenue to present request to Park and Recreation Committee. Request should include items being donated, requested placement location, history of person(s), group, etc. who the memorial is in honor of and why placement in a park is requested. Park and Recreation Committee will make a recommendation to either approve or deny the request.
2. Request will then be sent to the Village Plan Commission as they are ultimately responsible for the placement of memorials per the Village Code of Ordinances. Information will be submitted to Planning and Development Department by the Wednesday prior to the regular Plan Commission meeting, which is held the second Monday of each month. Information will be placed in meeting packet. Attend 6:00 p.m. meeting at Weston Municipal Center, 5500 Schofield Avenue to present request to Plan Commission. Plan Commission will either approve or deny the request.
3. Request will then proceed to an upcoming Village Board Meeting for final approval. The Village Board meets on the first and third Mondays of the month at 6:00 p.m. If approved, you will work with the Director of Parks and Recreation on the purchase and installation of the memorial.

Requests for placement of Memorials on Village Property but not in a park.

1. All requests for placement of Memorials on village property that are not in a park will follow the same procedure as above but exclude item #1.

If the item is accepted, the item becomes the property of the village and any decision on maintenance or upkeep of said item are made at the discretion of the village. Perpetual care of said item is not guaranteed. A maintenance agreement and/or additional monetary donation may be required to be completed depending on the donated item.

REQUEST FOR CONSIDERATION

Public Mtg/Date:	Board of Trustees, February 3, 2020
Description:	Discussion and Possible Action on Contract with Ayres Associates, LLC, for aerial photography services
From:	Nate Crowe, Technology Services Director
Question:	Should the Village approve a Single Contract with Ayres Associates, LLC, for aerial photography services in the Village of Weston?

Background

Back in 2000, the Village first contracted with Aerometric Inc, to acquire digital aerial imagery services to aid in the beginnings of a GIS program. From that agreement, the Village received digital and georeferenced aerial photography files, as well as digital elevation data. Since then, it has been common practice to acquire updated imagery every five years. In 2010, a regional consortium banded together to negotiate pricing and standards. As a member of the consortium, the Village has seen substantial cost savings, increased standards, procurement support, and increased collaboration between neighboring communities. For the 2020 flyover, the consortium has agreed upon 3" resolution. At that resolution, assets like hydrants, manhole covers, and valves are visible and greatly assist in mapping. If the Village were to go alone, imagery at that resolution would cost \$850 per square mile. As a member of the consortium, we can obtain those services for \$550 per square mile. The total price for the aerial imagery services is \$9,520. The Village pays for these services in two installments. The first installment has been allocated in the water and sewer budgets in 2020. The second half will be budgeted out of the general fund in 2021. The imagery is primarily used for asset mapping and management, but is often used for economic development, property mapping and assessment, impervious surface mapping, emergency response, growth planning, floodplain mapping, and public meeting displays.

Attached Docs:	Copy of the agreement for professional services with Ayres Associates, Inc.
Prior Review:	N/A
FISCAL IMPACT:	\$9,520 split between two budget years.
Recommendations:	Proceed with finalizing agreement for professional services from Ayres Associates to provide updated digital aerial imagery.

Recommended Language for Official Action

Proposed Motion: Approve agreement for professional services with Ayres Associates.

Additional action: TBD

AGREEMENT FOR PROFESSIONAL SERVICES

FOR

GEOSPATIAL SERVICES

THIS AGREEMENT is made by and between the Village of Weston, Wisconsin, (OWNER) and Ayres Associates Inc, 5201 East Terrace Drive, Suite 200, Madison, Wisconsin, 53718 (CONSULTANT).

WHEREAS, the OWNER intends to retain the CONSULTANT to provide geospatial services within the project area delineated in Attachment A.

NOW, THEREFORE, the OWNER and CONSULTANT agree to the performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below:

ARTICLE 1 – SCOPE OF SERVICES

1.1 BASIC SERVICES

After written authorization to proceed, CONSULTANT shall:

- 1.1.1 Obtain digital aerial imagery during the spring of 2020 using a calibrated digital photogrammetric camera. The aerial imagery will be collected during leaf-off conditions when the sun angle is 30 degrees or greater above the horizon. Aerial imagery will be suitable for the production of four band (RGB-NIR) orthoimagery at 3-inch ground pixel resolution. Aerial imagery will be planned and collected with full stereo-coverage, 30% sidelap and 60% forward overlap (+/- 5%). The project area is 27.2 square miles, which is Village-wide. See Attachment A for a map of the project area.
- 1.1.2 Collect control for the project using airborne inertial measurement unit (IMU), airborne global navigation satellite system (GNSS), and ground-based GNSS technology.
- 1.1.3 Prepare an analytical aerotriangulation solution for the aerial imagery to support digital orthoimagery meeting American Society for Photogrammetry and Remote Sensing (ASPRS) Level 2 accuracy for standard mapping and GIS work.
- 1.1.4 Prepare 3-inch pixel resolution digital orthoimagery for the Village of Weston project area which will meet ASPRS Level 2 horizontal accuracy standards of 0.7 feet RMSE.
 - a) Prepare pilot GeoTIFF orthoimagery of an area not to exceed a contiguous one square mile block.
 - b) The orthoimagery tiling structure will follow PLSS sections, delivered in uncompressed, TIFF format (with world file) and will be accompanied by a tiling schematic in ESRI format.
 - c) Orthoimagery will include MrSID format compressed mosaics of the tiles and the entire orthoimagery project area.

- d) Deliverable products will be referenced to the Wisconsin Coordinate Reference System (WISCRS); North American Datum 1983 (2011); and vertically geo-referenced to the North American Vertical Datum 1988. Units will be US Survey Feet.
- 1.1.5 Final 3-inch Orthoimagery deliverable products to OWNER will include:
- a) 3-inch pilot orthoimagery tiles in uncompressed GeoTIFF format.
 - b) 3-inch orthoimagery tiles in uncompressed GeoTIFF format.
 - c) 3-inch orthoimagery tiles in compressed MrSID format.
 - d) 3-inch orthoimagery project wide mosaic in compressed MrSID format.
 - e) Ground control locations in ASCII format
 - f) FGDC compliant metadata
 - g) Tile schematic in ESRI shapefile format
- 1.1.6 CONSULTANT may render to the OWNER advice, consultation, and expertise with respect to the development, use, and technical application of the deliverables provided under this project.

ARTICLE 2 – CHANGES IN THE SCOPE OF SERVICES

2.1 Services Requiring Changes in the Scope of Services

The OWNER or the CONSULTANT may, from time to time, request changes in the scope of services to be performed hereunder. Such changes, while not anticipated, may include an increase or decrease in the amount of CONSULTANT'S compensation. Any such changes must be mutually agreed by and between OWNER and CONSULTANT and shall be incorporated in written amendments to this agreement. Such changes may include:

- 2.1.1 Services to investigate existing conditions or facilities or to verify the accuracy of information furnished by OWNER.
- 2.1.2 Services resulting from significant changes in the general scope, extent or character of the Project.
- 2.1.3 Furnishing services of independent professional associates and consultants for other than Basic Services.
- 2.1.4 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.
- 2.1.5 Additional services in connection with the Project, including services, which are to be furnished by OWNER and services not otherwise, provided for in this Agreement.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

- 3.1 Place at CONSULTANT's disposal all available pertinent information, upon which the CONSULTANT can rely. This may include project boundaries in georeferenced vector

format, existing digital terrain models, and existing ground control information.

- 3.2 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- 3.3 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.4 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services.

ARTICLE 4 - PERIODS OF SERVICE

- 4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. If completion dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment. Any such changes must be mutually agreed by and between OWNER and CONSULTANT and shall be incorporated in written amendments to this agreement.
- 4.2 The services called for in Article 1 will be completed and submitted by December 31, 2020. Specific tasks will be completed and delivered according to the following schedule:
 - a) Aerial acquisition of digital imagery: Spring 2020 (March-May timeframe depending on weather and ground conditions)
 - b) Pilot orthoimagery tiles delivered for OWNER review: three months after completed acquisition
 - c) Citywide orthoimagery GeoTIFF tiles delivered: six months after completed acquisition
 - d) Compressed orthoimagery MrSID tiles and mosaics delivered: one month after acceptance of the GeoTIFF tiles by OWNER
 - e) The OWNER has 30 days after delivery of the citywide products to review the data and provide the CONSULTANT with written comments. The CONSULTANT shall make final delivery within 30 days of OWNER's review.
- 4.3 The expiration date of this Agreement is December 31, 2025.
- 4.4 CONSULTANT's services under this Agreement shall be considered complete when submissions have been accepted by the OWNER.
- 4.5 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, as memorialized in a written change order executed by the Parties, the time of performance of CONSULTANT's services shall be adjusted equitably.

- 4.6 If CONSULTANT's services for the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond CONSULTANT's control, CONSULTANT shall on written demand to OWNER (but without termination of this Agreement) be reimbursed as provided in 5.1.1.

ARTICLE 5 - PAYMENTS

5.1 Compensation for Services

- 5.1.1 OWNER shall compensate CONSULTANT for services provided on a lump sum basis for a total amount of \$9,520.00. This includes:

- 5.1.1.1 Total fees for 2020 3-inch aerial data acquisition and orthoimagery processing described under Article 1, 1.1-1.5 = \$9,520.00

5.2 Times of Payments

- 5.2.1 CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered. OWNER shall make prompt monthly payments in response to CONSULTANT's invoices.

5.3 Other Provisions Concerning Payments

- 5.3.1 If OWNER fails to make any payment due CONSULTANT for services and expenses within sixty days after receipt of Consultant's invoice, the amounts due CONSULTANT will be subject to equitable adjustment but in no event shall it be increased by more than a rate of 1-1/2% per month (18% A.P.R.) from said sixtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses. If for some reason there is a dispute concerning an invoice and the dispute extends beyond one month, the owner will not be assessed a 1.5% penalty to that invoice.
- 5.3.2 In the event of termination by OWNER for reasons other than CONSULTANT'S breach of this agreement, CONSULTANT will be reimbursed for all charges and services rendered, however, in no event shall such reimbursement exceed the compensation set forth in 5.1.1.
- 5.3.3 Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices.
- 5.3.4 Factors determining compensation payable to CONSULTANT will be adjusted periodically and equitably to reflect changes in various elements that comprise such factors. Any changes must be mutually agreed by and between the OWNER and the CONSULTANT and shall be incorporated in written amendments to this agreement.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.1 Reuse of Documents

Any reuse of the services and documents provided under this agreement for purposes not intended, will be at the OWNER'S sole risk.

6.2 Controlling Law

This Agreement is to be governed by the law of the State of Wisconsin.

6.3 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by either party to perform in accordance with the terms hereof through no fault of the terminating party.

6.4 Indemnification

The CONSULTANT hereby agrees to indemnify the OWNER for all claims arising solely from negligent acts, errors or omissions of the CONSULTANT in the performance of professional services under this agreement.

6.5 Data ownership Assignment

The CONSULTANT assigns ownership of the data to the OWNER and its project participants for all deliverable products produced under this contract. The CONSULTANT agrees that the deliverable products and documents shall not be made available to nor used to prepare additional products for any individual or organization at any time without prior written approval by the OWNER.

ARTICLE 7 - EXHIBITS AND SCHEDULES

7.1 The following Exhibits are attached to and made a part of this Agreement.

7.1.1 Attachment A – Map of Project Area (consists of 1 page).

7.2 This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibits and Attachments identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

Village of Weston
OWNER

Ayres Associates Inc
CONSULTANT

(Signature)

(Typed Name)

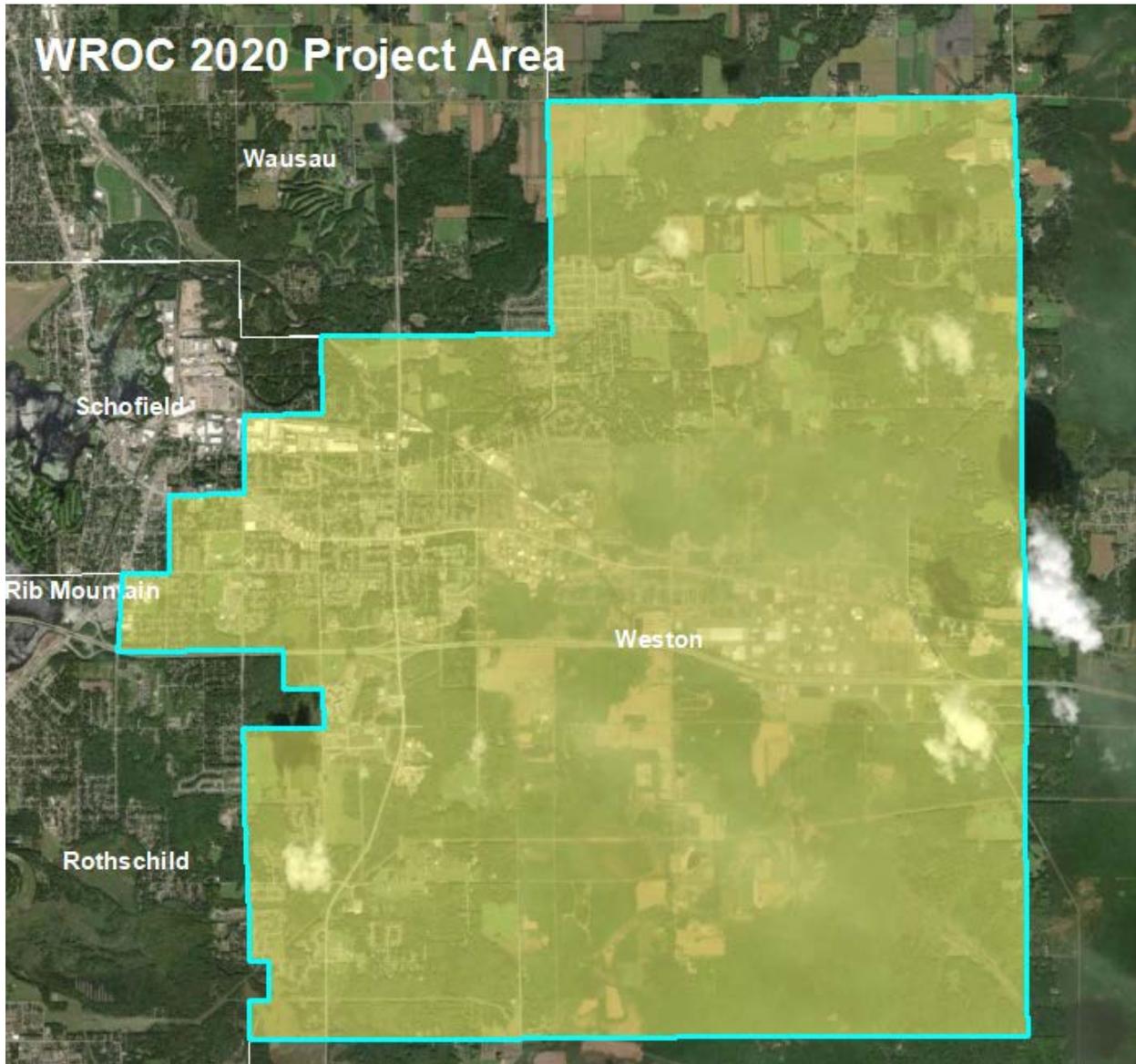
Jason Krueger

(Title)

Manager

(Date)

Attachment A Map of Project Area



REQUEST FOR CONSIDERATION

Public Mtg/Date:	Board of Trustees, February 03, 2020
Description:	Professional Services Contract(s) with Kueny Architects, LLC, for Design and Construction Services for a) Remodeling of the Weston Public Safety Building; and b) Weston Public Works & Administration Facility.
From:	Keith Donner, P.E., Administrator
Question:	Should the Village approve a with Kueny Architects, LLC, for Design and Construction Services for a) Remodeling of the Weston Public Safety Building; and b) Weston Public Works & Administration Facility?

Background

See the attached RFC from the January 20 meeting of the Board of Trustees. Separate professional service contracts for the 2 projects are recommended as the schedules are different.

Staff discussed Attorney Yde's recommendations in a meeting on Monday, January 28. Staff also discussed the attorney's recommendations with Trustee Zeyghami. Changes to the contract as recommended by Attorney Yde have been incorporated to the extent practical. There are 2 details pending confirmation. One is the addition of the \$5M limit for Professional Liability Insurance. The second is the cost impact to the contract since the original price is based on a limit of \$2M.

Attached Docs:	Draft contracts and proposed schedules for each project RFC (less attachments) for January 20 meeting of the Board of Trustees.
Prior Review:	Project has been discussed throughout 2019. Details are being clarified.
FISCAL IMPACT:	Total project cost estimate, with A/E/ fees and without additional land is between \$13.1 M and \$15.1 M. Architect fees are estimated to be \$33,750 for the Public Safety Building and \$497,000 for the Public Works Administration building, plus per diem of \$600 for additional site visits beyond those in the project scope.
Recommendations:	Approve the Contracts with Kueny Architects, LLC, for Design and Construction Services for a) Remodeling of the Weston Public Safety Building in the amount of \$33,750; and b) Construction of Weston Public Works & Administration Facility of \$497,000 plus \$600 per diem for additional site visits beyond those in the project scope?

Recommended Language for Official Action

Proposed Motion: Approve contract(s) separately

Something else?

Additional action: TBD

REQUEST FOR CONSIDERATION

Public Mtg/Date:	Board of Trustees, January 20, 2020
Description:	Discussion and Possible Action Contract(s) with Kueny Architects, LLC, for Design and Construction Services for Municipal Facilities.
From:	Keith Donner, P.E., Administrator
Question:	Should the Village approve a Single Contract with Kueny Architects, LLC, for Design and Construction Services for Municipal Facilities or Separate Contracts for the Public Safety Building and the Public Works & Administrative Offices?

Background

This topic was discussed at the November 4, 2019 meeting of the Board of Trustees. The minutes of that discussion are attached. Due to the time needed to address various parts of the action taken on November 4, 2019, other priorities, and interruptions and limited availability of different people during the holiday season, the schedule of completing certain pieces has been affected. Status is as follows:

Negotiation of a contract with Kueny Architects, LLC, for design, bidding, and construction services – The draft contract for the project combines design and construction administration for both the Public Safety Building and Public Works & Administration building. The form of contract was reviewed by attorney Yde and Greg Goetz of Spectrum Insurance. Trustee Zeyghami and I reviewed Matt's recommendations with Kueny in a telephone conference on Thursday, January 16. We are awaiting additional feedback from Kueny and, also, want to follow up with Attorney Yde before finalizing so, at this stage, action on the contract should be deferred to February 3.

The stated desire was to move ahead with the Public Safety Building as quickly as possible. The 2nd meeting of local government representatives about partnerships in the Public Works & Administration building has been delayed due to holidays and with the desire to conduct a public relations campaign for the facility, work could not start until mid-year 2020 at the earliest. A single contract is still a possibility but, a stated schedule would help. Since we are uncertain about starting the Public Works & Administration building, it would be most straightforward to have 2 contracts since construction of the 2 pieces is not going to line up, we will not realize the modest savings we would have with concurrent construction.

Jon Wallenkamp will be furnishing a revised schedule prior to Monday's meeting.

The Parks and Public Works Committees have discussed prioritization of projects for the Capital Improvement Plan but, the goal of adoption of a CIP by year-end 2019 was too ambitious. An early March approval should be an achievable goal.

Attached Docs:	Copy of meeting minutes from November 4, 2019, regarding Municipal Facilities Design Contract.
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REQUEST FOR CONSIDERATION

Prior Review: Project has been discussed throughout 2019. Details are being clarified.

FISCAL IMPACT: Total project cost estimate, with A/E/ fees and without additional land is between \$13.1 M and \$15.1 M.

Recommendations: Proceed with finalizing 2 contracts with Kueny Architects, LLC, of Pleasant Prairie, WI, for design, bidding, and construction services; one for the Weston Public Safety building for 2020 construction and another for a new Public Works & Village Administration facility for construction to begin in ??.

Recommended Language for Official Action

Proposed Motion: Acknowledge recommended process

Something else?

Additional action: TBD

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Third day of February in the year Two Thousand Twenty (2020)
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Village of Weston
5500 Schofield Avenue
Weston, WI 54476

and the Architect:
(Name, legal status, address and other information)

Kueny Architects, LLC
10505 Corporate Drive Suite 100
Pleasant Prairie, WI 53158

for the following Project:
(Name, location and detailed description)

« The Village of Weston - Public Safety Building Renovations. »
« »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Village of Weston - The project consists of the professional architectural and engineering services for the remodeling of the Public Safety Building. Such services will include design services, construction documents, procurement services, and construction phase services as defined in this agreement.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project consists of the interior remodel of the Public Safety Building; New first floor locker rooms, new evidence storage room, new secured front entry, upgrade existing apparatus trench drains, new second floor sleeping area, new dayroom/kitchen and east side building enclosure.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$450,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

January 20, 2020	Board to Authorize Kueny to start Work
February 5, 2020	Finalize Contract
February 7, 2020	Submit draft site and floor plans for Village review
February 20, 2020	35% CD's Complete
March 13, 2020	65% CD's Complete
March 31, 2020	95% CD's Complete – Village Engineering/ Planning Review
April 2, 2020	Advertise for Bids - #1
April 9, 2020	100% CD's Plans available to bidders
April 16, 2020	Advertise for Bids - #2
April 17, 2020	Pre Bid
April 21, 2020	Bids Due

.2 Construction commencement date:

« May 25, 2020 »

.3 Substantial Completion date or dates:

«October 31, 2020 »

.4 Other milestone dates:

«N/A »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bids prepared by Architect in compliance with Owner's Purchasing Ordinance and competitive bidding documents and procedures as provided by Owner. As required by Sec 66.0901 Wisconsin Statute.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« N/A »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Keith Donner, P.E. Administrator
Village of Weston
5500 Schofield Ave
Weston, WI 54476
715.359.6114

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

«N/A »

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be Determined

.2 Civil Engineer:

To be Determined

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jon P. Wallenkamp
Kueny Architects, LLC
10505 Corporate Drive Suite 100
Pleasant Prairie, Wisconsin 53158
262-857-8101

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«Kueny Architects, LLC - in House
10505 Corporate Drive Suite #100
Pleasant Prairie, Wisconsin 53158
Phone (262) 857-8101
John F. Schmidbauer, PE

.2 Mechanical Engineer:

«Root Engineering Services
4215 Grove Avenue
Gurnee, Illinois 60031
Phone 847-249-8398
Richard Root, P.E.

.3 Electrical Engineer:

«Root Engineering Services
4215 Grove Avenue
Gurnee, Illinois 60031
Phone 847-249-8398
Richard Root, P.E.

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~One Million Dollars~~ (\$ 1,000,000) for each occurrence and ~~Two Million Dollars~~ (\$ 2,000,000) in the aggregate for bodily injury and property damage. \$5M umbrella in addition to the limits listed in this section.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~One Million Dollars~~ (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall

not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that per the prevailing standard of care, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, per the prevailing standard of care, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Basic Services
§ 4.1.1.2 Multiple preliminary designs	Basic Services
§ 4.1.1.3 Measured drawings	N.P
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Basic Services
§ 4.1.1.7 Development of Building Information Models for post construction use	Basic Services
§ 4.1.1.8 Civil engineering	Basic Services
§ 4.1.1.9 Landscape design	Basic Services
§ 4.1.1.10 Architectural interior design	Basic Services
§ 4.1.1.11 Value analysis	N.P

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N.P
§ 4.1.1.13 On-site project representation	N.P
§ 4.1.1.14 Conformed documents for construction	Basic Services
§ 4.1.1.15 As-designed record drawings	Basic Services
§ 4.1.1.16 As-constructed record drawings	Basic Services
§ 4.1.1.17 Post-occupancy evaluation	N.P
§ 4.1.1.18 Facility support services	N.P
§ 4.1.1.19 Tenant-related services	N.P
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Basic Services
§ 4.1.1.21 Telecommunications/data design	Basic Services
§ 4.1.1.22 Security evaluation and planning	Basic Services
§ 4.1.1.23 Commissioning	N.P
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Basic Services
§ 4.1.1.25 Fast-track design services	N.P
§ 4.1.1.26 Multiple bid packages	N.P
§ 4.1.1.27 Historic preservation	N.P
§ 4.1.1.28 Furniture, furnishings, and equipment design	Basic Services
§ 4.1.1.29 Other services provided by specialty Consultants	N.P
§ 4.1.1.30 Other Supplemental Services	N.P

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .6 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .7 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Owner Approved Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 **Two (2)** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor. Extra services as a result of poor submittal will be billed to the contractor.
- .2 Visits to the site by the Architect. Minimum of 1 weekly visit during the construction phase of the project through final completion plus additional inspections required to verify the Contractor's work is in conformance with the specifications at critical milestones. Additional site visits above these limits will be considered an extra service as defined in Paragraph 11.1.3.
- .3 **Two (2)** inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents. Work will be reviewed during the weekly visits per 4.2.3.2.
- .4 **Two (2)** inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs

additional cost in providing those Construction Phase Services. Extra services as a result of poor performance will be billed to the contractor.

§ 4.2.5 If the services covered by this Agreement have not been completed within « » (N/A) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Architect will determine the number, location, and depth of the borings.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants, if any, with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Owner acknowledges the Architect's construction documents, including electronic files, as the work papers of the Architect and the Architect's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Architect, the Owner shall receive ownership of the final construction documents prepared under this Agreement. The Owner shall not reuse or make any modification to the construction documents without the prior written authorization of the Architect.

The Owner agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Architect, its officers, directors, employees and sub-consultants (collectively, Architect) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the Owner or any person or entity that acquires or obtains the construction documents from or through the Owner without the written authorization of the Architect.

Under no circumstances shall the transfer of ownership of the Architect's drawings, specifications, electronic files or other instruments of service be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Architect's copyrights in any of the foregoing, full ownership of which shall remain with the Architect, absent the Architect's express prior written consent.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising

from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of

performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Thirty Three Thousand Seven Hundred and Fifty Dollars (\$33,750)

- .2 Percentage Basis
(Insert percentage value)

N/A (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

Additional site visits above and beyond what is described in Section 4.2.3.2 – Six Hundred Dollars (\$600) per visit.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly per section 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

<< >>

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Two	percent (	2	%)
Design Development Phase	Seven	percent (	7	%)
Construction Documents Phase	Sixty - Eight	percent (	68	%)
Procurement Phase	Eight	percent (	8	%)
Construction Phase	Fifteen	percent (	15	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

<< >>

Employee or Category

Architect

Engineering

Drafting

Administration

Consulting

Rate (\$0.00)

\$105.00 One Hundred Five Dollars

\$105.00 One Hundred Five Dollars

\$70.00 Seventy Dollars

\$55.00 Fifty-Five Dollars

\$105.00 One Hundred Five Dollars

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Permitting and other fees required by authorities having jurisdiction over the Project;
- .2 Bulk printing, reproductions, plots, and standard form documents;
- .3 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .4 Physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

«N/A »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$ N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Zero % 0

§ 11.10.2.2 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

N/A

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Wally Sparks, Village President
(Printed name and title)

ARCHITECT (Signature)

Jon P. Wallenkamp / Partner Architect
(Printed name, title, and license number, if required)

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Third day of February in the year Two Thousand Twenty (2020)
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Village of Weston
5500 Schofield Avenue
Weston, WI 54476

and the Architect:
(Name, legal status, address and other information)

Kueny Architects, LLC
10505 Corporate Drive Suite 100
Pleasant Prairie, WI 53158

for the following Project:
(Name, location and detailed description)

« The Village of Weston - Municipal Center Department of Public Works »
« »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Village of Weston - The project consists of the professional architectural and engineering services for the new Municipal Center. Such services will include design services, construction documents, procurement services, and construction phase services as defined in this agreement.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project consists of an 87,160 sq. ft. New Municipal Center Building to be constructed at Camp Philips Road and Ross Avenue. Project to included Municipal Offices, Fleet Storage and Maintenance, Salt Storage, Fuel Island, and related site work.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$12,000,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

January 20, 2020	Board to Authorize Kueny to start Work
February 5, 2020	Finalize Contract
February 14, 2020	Schedule New site survey with Village contractor
February 18, 2020	Submit draft site plan for Village review
February 25, 2020	Submit draft floor plan for Village review
February 28, 2020	Schedule Soil boring with Village contractor
March 16, 2020	Board meeting review / Public input
April 16, 2020	35% CD's Complete
July 6, 2020	65% CD's Complete
December 7, 2020	95% CD's Complete – Village Engineering/ Planning Review
January 7, 2021	100% Advertise for Bids - #1
January 7, 2021	Plans available to bidders
January 14, 2021	Advertise for Bids - #2
January 19, 2021	Pre Bid
February 4, 2021	Bids Due

.2 Construction commencement date:

« March 1, 2021 »

.3 Substantial Completion date or dates:

« May 31, 2022 »

.4 Other milestone dates:

« N/A »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bids prepared by Architect in compliance with Owner's Purchasing Ordinance and competitive bidding documents and procedures as provided by Owner. As required by Sec 66.0901 Wisconsin Statute.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« N/A »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Keith Donner, P.E. Administrator
Village of Weston
5500 Schofield Ave
Weston, WI 54476
715.359.6114

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

«N/A »

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:
To be Determined
- .2 Civil Engineer:
To be Determined
- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)
N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

Jon P. Wallenkamp
Kueny Architects, LLC
10505 Corporate Drive Suite 100
Pleasant Prairie, Wisconsin 53158
262-857-8101

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

«Kueny Architects, LLC - in House
10505 Corporate Drive Suite #100
Pleasant Prairie, Wisconsin 53158
Phone (262) 857-8101
John F. Schmidbauer, PE
- .2 Mechanical Engineer:

«Root Engineering Services
4215 Grove Avenue
Gurnee, Illinois 60031
Phone 847-249-8398
Richard Root, P.E.
- .3 Electrical Engineer:

«Root Engineering Services
4215 Grove Avenue
Gurnee, Illinois 60031
Phone 847-249-8398
Richard Root, P.E.

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage. \$5M umbrella in addition to the limits listed in this section.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall

not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that per the prevailing standard of care, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, per the prevailing standard of care, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Basic Services
§ 4.1.1.2 Multiple preliminary designs	Basic Services
§ 4.1.1.3 Measured drawings	N.P
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Basic Services
§ 4.1.1.7 Development of Building Information Models for post construction use	Basic Services
§ 4.1.1.8 Civil engineering	Basic Services
§ 4.1.1.9 Landscape design	Basic Services
§ 4.1.1.10 Architectural interior design	Basic Services
§ 4.1.1.11 Value analysis	N.P

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N.P
§ 4.1.1.13 On-site project representation	N.P
§ 4.1.1.14 Conformed documents for construction	Basic Services
§ 4.1.1.15 As-designed record drawings	Basic Services
§ 4.1.1.16 As-constructed record drawings	Basic Services
§ 4.1.1.17 Post-occupancy evaluation	N.P
§ 4.1.1.18 Facility support services	N.P
§ 4.1.1.19 Tenant-related services	N.P
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Basic Services
§ 4.1.1.21 Telecommunications/data design	Basic Services
§ 4.1.1.22 Security evaluation and planning	Basic Services
§ 4.1.1.23 Commissioning	N.P
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Basic Services
§ 4.1.1.25 Fast-track design services	N.P
§ 4.1.1.26 Multiple bid packages	N.P
§ 4.1.1.27 Historic preservation	N.P
§ 4.1.1.28 Furniture, furnishings, and equipment design	Basic Services
§ 4.1.1.29 Other services provided by specialty Consultants	N.P
§ 4.1.1.30 Other Supplemental Services	N.P

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .6 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .7 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Owner Approved Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 **Two (2)** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor. Extra services as a result of poor submittal will be billed to the contractor.
- .2 Visits to the site by the Architect. Minimum of 1 weekly visit during the construction phase of the project through final completion plus additional inspections required to verify the Contractor's work is in conformance with the specifications at critical milestones. Additional site visits above these limits will be considered an extra service as defined in Paragraph 11.1.3.
- .3 **Two (2)** inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents. Work will be reviewed during the weekly visits per 4.2.3.2.
- .4 **Two (2)** inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs

additional cost in providing those Construction Phase Services. Extra services as a result of poor performance will be billed to the contractor.

§ 4.2.5 If the services covered by this Agreement have not been completed within « » (N/A) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Architect will determine the number, location, and depth of the borings.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants, if any, with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Owner acknowledges the Architect's construction documents, including electronic files, as the work papers of the Architect and the Architect's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Architect, the Owner shall receive ownership of the final construction documents prepared under this Agreement. The Owner shall not reuse or make any modification to the construction documents without the prior written authorization of the Architect.

The Owner agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Architect, its officers, directors, employees and sub-consultants (collectively, Architect) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the Owner or any person or entity that acquires or obtains the construction documents from or through the Owner without the written authorization of the Architect.

Under no circumstances shall the transfer of ownership of the Architect's drawings, specifications, electronic files or other instruments of service be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Architect's copyrights in any of the foregoing, full ownership of which shall remain with the Architect, absent the Architect's express prior written consent.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising

from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of

performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Four Hundred Ninety Seven Thousand Dollars (\$497,000.00)

- .2 Percentage Basis
(Insert percentage value)

N/A » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

Additional site visits above and beyond what is described in Section 4.2.3.2 – Six Hundred Dollars (\$600) per visit.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly per section 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Two	percent (	2	%)
Design Development Phase	Seven	percent (	7	%)
Construction Documents Phase	Sixty - Eight	percent (	68	%)
Procurement Phase	Eight	percent (	8	%)
Construction Phase	Fifteen	percent (	15	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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Employee or Category

Architect

Engineering

Drafting

Administration

Consulting

Rate (\$0.00)

\$105.00 One Hundred Five Dollars

\$105.00 One Hundred Five Dollars

\$70.00 Seventy Dollars

\$55.00 Fifty-Five Dollars

\$105.00 One Hundred Five Dollars

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Permitting and other fees required by authorities having jurisdiction over the Project;
- .2 Bulk printing, reproductions, plots, and standard form documents;
- .3 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .4 Physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

«N/A »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$ N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Zero % 0

§ 11.10.2.2 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

N/A

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Wally Sparks, Village President
(Printed name and title)

ARCHITECT *(Signature)*

Jon P. Wallenkamp / Partner Architect
(Printed name, title, and license number, if required)

**VILLAGE OF WESTON
MARATHON COUNTY
RESOLUTION NO. 2020-001**

APPROVING THE EMPLOYEE 2020 COMPENSATION ADJUSTMENTS

WHEREAS, the Board of Trustees, at their October 21, 2019 meeting approved a CPI wage adjustment, based on the CPI index used by the DOR, and recommends a contingency of up to \$25,000 for merit increases in the 2020 budget; and

WHEREAS, the Human Resources Committee, at their November 4, 2019 meeting approved the 2020 Classification and Compensation Matrix with a 1.85% CPI increase; and

WHEREAS, the Board of Trustees, of the Village of Weston, adopted the 2020 budget on November 18, 2019 which included funding to cover the CPI increases; and

NOW THEREFORE BE IT RESOLVED that the Board of Trustees approve the 2020 Employee Compensation Adjustments, dated January 24, 2020, to be effective the first full payday in January 2020.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WESTON, at a regular meeting thereof, this 3rd day of the month of February 2020.

VILLAGE OF WESTON, a Municipal Corporation of the State of Wisconsin.

**By: _____
WALLY SPARKS, President**

ATTEST:

**By: _____
SHERRY WEINKAUF, Clerk**