



**CITY OF ELKHORN
COMMON COUNCIL MEETING AGENDA**

August 5, 2019, 5:30 p.m.

Council Chambers, City Hall, 9 S. Broad St., Elkhorn, Wisconsin

- 1) **Call to Order**
- 2) **Pledge of Allegiance**
- 3) **Roll Call**
- 4) **Public Comment** *Although the public may speak on any item that is not included on this agenda as a "Public Hearing or Forum", the Council may not respond or discuss the issue brought forward at this time. In accordance with open meeting laws the Council must notice an item on the agenda to allow discussion on that matter. Your comments will be considered and may be placed on a future agenda for further discussion.*
- 5) **Minutes**
 - a) Council Meeting Minutes: July 15, 2019, Committee Meeting Minutes: Committee of the Whole on July 22, 2019 and July 29, 2019
- 6) **Report of City Officers**
 - a) Mayor
 - i) World Breastfeeding Week Proclamation
 - b) City Administrator
 - i) Sand Creek Consultants: Proposal recommendation to approve proposal to review DNR record file for former Union Gas remediation site (Sunset Park)
- 7) **Committee Reports**
 - a) Committee of the Whole
 - i) Recommendation to approve Applied Technologies for I&I Mitigation
 - b) Legislative & Regulatory
 - i) Recommendation regarding "Class A" Liquor/Class "A" Fermented Malt Beverage License for America's Liquor, LLC, 9 N. Lincoln St.
- 8) **Plan Commission**
 - a) Request for extension of Conditional Use Permit from New Life of Elkhorn, LP
 - b) Recommendation to Rezone 429 and 431 E. Geneva St. from M-1 to RS-1 (YVSE00009A)
- 9) **New Business**
 - a) Change Order No. 4 for new Public Works Facility
 - b) Matheson Memorial Library Fencing
- 10) **Adjourn into Closed Session**
 - a) Pursuant to Wisconsin Statute 19.85(1)(c) "considering employment, promotion, compensation or performance evaluation of data of any public employee over which the governmental body has jurisdiction or exercises responsibility."
 - i) Review proposed contract for new City Administrator
- 11) **Reconvene in Open Session** for possible action on Closed Session items
- 12) **Adjourn**

DATED at Elkhorn, Wisconsin, this 2nd day of August 2019

Cairie L. Virrueta, City Clerk

Should you have any questions or comments regarding any items on this agenda, please contact the City Clerk's office at 723-2219. Upon reasonable notice to the City Clerk, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services.

**CITY OF ELKHORN COMMON COUNCIL
MEETING MINUTES
July 15, 2019
COUNCIL CHAMBERS, 9 S. BROAD ST., ELKHORN, WI 53121**

The Common Council meeting was called to order by Mayor Reynolds at 5:30 p.m. in the Council Chambers followed by the Pledge of Allegiance.

ROLL CALL

Present: Mayor Howie Reynolds, Aldermen Tim Shiroda, Frank Boggs, Karel Young, Tom Myrin, Ron Dunwiddie, Scott McClory

Others present: City Administrator Sam Tapson, Finance Director James Heilman, City Attorney Ward Phillips, City Clerk Cairie Virrueta, Police Chief Joel Christensen, Utility Director John Murphy, DPW Manager Matthew Lindstrom, Fire Chief Rod Smith, Library Director Lisa Selje, Recreation Director Karl Sorvick, other interested persons

PUBLIC COMMENT

None.

CONSENT AGENDA

Motion (Shiroda/Young) to approve the minutes of the July 1, 2019 Common Council meeting. Voice vote, all approved, motion carried.

BILLS PAYABLE

Motion (Dunwiddie/Young) to approve the City and Utility Bills in the amount of \$2,257,713.33 (Check numbers 159825-160004). Roll call vote: Boggs, yes; Shiroda, yes; Young, yes; Dunwiddie, yes; McClory, yes; Myrin, yes. Motion carried.

REPORT OF CITY OFFICERS

MAYOR'S REPORT

None.

CITY ADMINISTRATOR'S REPORT

I&I Study: RFP Responses/Next Steps

Administrator Tapson said the City received four proposals and staff is completing reviews today. He asked the Council how it wanted to proceed. The Council discussed dates for presentations from the firms. It was decided to have the presentations on July 29th.

LIAISON COMMITTEE MEETING REPORTS

Fire Advisory Board – no report

Library Board – the library positions were reviewed, altered and approved by the Board

Chamber – no report

Recreation Advisory Board – no report

Fire/EMS Advisory Steering – no report

NEW BUSINESS

Resolution 19-10: A Resolution to Amend the Wage and Salary Schedule Covering all General Employees

Administrator Tapson said the resolution mistakenly did not include the Rec Coordinator and there were a couple of errors on wages for library employees. Tech Services and Circulation Supervisor should start at \$39,600. ***Motion (Myrin/Shiroda) to approve Resolution No. 19-10 with corrections. Roll call vote: Boggs, yes; Shiroda, yes; Young, yes; Dunwiddie, yes; McClory, yes; Myrin, yes. Motion carried.***

ADJOURN TO CLOSED SESSION

Motion (Shiroda/Dunwiddie) to adjourn to closed session Pursuant to Wisconsin Statute 19.85(1)(e) "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." Adjourned to closed session at 5:41 p.m.

Cairie L. Virrueta
City Clerk

UNAPPROVED

CITY OF ELKHORN
Committee of the Whole Minutes
Common Council Chambers, 9 S. Broad Street, Elkhorn, Wisconsin

July 22, 2019

The Committee of the Whole meeting was called to order by Mayor Reynolds at 5:00 p.m.

Roll Call

Present: Mayor Howie Reynolds, Aldermen Tim Shiroda, Frank Boggs, Ron Dunwiddie, Karel Young, Scott McClory, Tom Myrin

Others present: Administrator Sam Tapson, Finance Director James Heilman, City Clerk Cairie Virrueta, Officer Peterson, DPW Manager Matthew Lindstrom, Deputy Clerk Lacey Reynolds, Chris Clapper, Kellen Olshefski, Dan Kehoe, Bill Henry

City Hall Preliminary Site Considerations Discussion with Kehoe-Henry & Associates

Kehoe-Henry presented six potential sites for a new City Hall. This included Sunset Park, the old DPW site, the vacant parcel next to the Chamber, two properties in the business park, the site next to Advia and the VFW building. The Council eliminated the old DPW site and VFW location from consideration. The Council also discussed the former DHS building, which is excessively large for the City's needs, and the government center – which does not have space or immediate plans by the County to vacate. After discussion, the Council felt that the ability to expand a future City Hall for potential PD or Fire/EMS inclusion was an important consideration. The site next to the Chamber was determined to be too small and visibility would be an issue. The architects said visibility could be improved by tearing down the Chamber building. The Sunset Park site is a closed site, but the ability to build on it needs to be looked into further. ***Motion (Shiroda /Dunwiddie) to consider three sites for a future City Hall: Sunset Park between the Rec building and Walworth St., the larger site in the industrial park and the property next to Advia Credit Union on Wisconsin St. Voice vote, all approved, motion carried.*** Alderman McClory asked the architects when the Council will have the analysis of the sites; the end of August. Administrator Tapson said as the Sunset Park site is to be considered, more information on building on it is needed. He contacted Fehr Graham recently to review it. ***Motion (Myrin/McClory) for the City Administrator to contact Fehr Graham for site evaluation of the Sunset Park site. Voice vote, all approved, motion carried.***

Adjourn

Motion (Dunwiddie/Boggs) to adjourn. Voice vote, all approved, motion carried. Adjourned at 5:50 p.m.

Cairie L. Virrueta
City Clerk

CITY OF ELKHORN
Committee of the Whole Minutes
Common Council Chambers, 9 S. Broad Street, Elkhorn, Wisconsin

July 29, 2019

The Committee of the Whole meeting was called to order by Mayor Reynolds at 4:30 p.m.

Roll Call

Present: Mayor Howie Reynolds, Aldermen Frank Boggs, Ron Dunwiddie, Karel Young; Absent: Tim Shiroda, Scott McClory, Tom Myrin

Others present: Administrator Tapson Finance Director James Heilman, City Clerk Cairie Virrueta, DPW Manager Matthew Lindstrom

Interview firms for I&I Mitigation

Applied Technologies did a presentation of their proposal for I&I mitigation. They plan to update the older studies and have a team of four working on the project. It would be completed in approximately nine weeks. They said over 50% of storm water is clear water. Clark Dietz would have a team of one or two people and would use the existing data, which he has extensive knowledge of, to make a recommendation. Following presentations and questions, the committee discussed the two firms. DPW Manager Lindstrom said staff ratings were very close with one point between ATI and Clark Dietz. He said this is ATI's area of expertise and Clark Dietz has experience with Elkhorn. Alderman Dunwiddie said he liked that ATI planned to get additional raw data as the current data is over 10 years old. DPW Manager Lindstrom said he spoke to another municipality who is using ATI and they are having a good experience with them. ***Motion (Dunwiddie/Boggs) to recommend Applied Technologies for I&I mitigation. Voice vote, all approved, motion carried.***

Adjourn

Motion (Dunwiddie/Boggs) to adjourn. Voice vote, all approved, motion carried. Adjourned at 6:04 p.m.

Cairie L. Virrueta
City Clerk



Proclamation
Mayor Howie Reynolds
City of Elkhorn

WHEREAS, breastfeeding requires evidence-based unbiased information and a warm chain of community support to create an environment that empowers mothers to breastfeed; although breastfeeding is the mother’s domain, it takes support from fathers, partners, families, workplaces and communities; and

WHEREAS, breastfeeding is one of the best investments in saving lives and improving health for both mom and baby; and

WHEREAS, although global breastfeeding rates are high, in Wisconsin only 29% of infants are exclusively breastfeeding at 6 months and over 15% receive formula by the 2nd day of life; and

WHEREAS, while improvements are being made, action is still needed to meet the *Healthy People 2020* breastfeeding goals which include more than 60% of moms breastfeeding until at least six months and at least 34% breastfeeding until at least one year; and

WHEREAS, despite breastfeeding being the optimal way to feed an infant, breastfeeding is a team effort.

NOW, THEREFORE, I, HOWIE REYNOLDS, MAYOR OF THE CITY OF ELKHORN, do hereby proclaim August 5th – August 12th, 2019 as

“WORLD BREASTFEEDING WEEK”

Dated this 5th day of August, 2019

Mayor Howie Reynolds



July 30, 2019

Mr. Sam Tapson, City Administrator
City of Elkhorn
9 South Broad Street
Elkhorn, WI 53121

Sent via Email Only to: stapson@cityofelkhorn.org &
jheilman@cityofelkhorn.org

Re: Potential New City Hall in Sunset Park of Former Gas Station Property
625 W. Walworth Avenue
Elkhorn, Wisconsin

Subject: Proposal for Environmental Conditions Evaluation

Dear Sam,

Sand Creek Consultants, Inc. (Sand Creek) is pleased to present you with this proposal to help evaluate environmental issues at the potential building site for the new City Hall. The Property is already owned by the City of Elkhorn and is located in Sunset Park. The Property was formerly a private parcel which operated as a United Gas Station. Approximately \$675,000 was spent on environmental investigation and remediation activities on the Property from 1992 to 2003, with the site being closed by the Wisconsin Department of Commerce in 2001.

Scope of Work

Sand Creek will provide the following services on this project, as detailed in the tasks below:

Task 1 – Project Management and Data Acquisition

Information about the soil and groundwater chemistry will be obtained from historic records available from the Wisconsin Department of Natural Resources (WDNR). There is some summary information available on-line from the WDNR web site, but further information will be pursued from the WDNR archives in Madison. It can take up to two weeks for information to be retrieved from storage.

The historic testing information will provide details regarding the encountered soils and environmental impacts across the approximately 0.66-acre former gas station portion of the Sunset Park property (former 625 W. Walworth Property – Lot 2 of CSM 1135).

Discussions will also be held with the City's architectural design firm to discuss the potential building layout and other construction-related details that may be impacted by remaining soil or groundwater contamination.

This task also includes completion of correspondence with the City related to the project.

Task 2 – Data Evaluation and Interpretation

The historic reports will be reviewed and interpreted with respect to remaining environmental issues that may present a concern for future construction. Areas of known remaining soil and groundwater contamination at the time of case closure will be identified and compared to current WDNR regulatory standards. A figure identifying the location of historic structures, excavations, borings, wells, and other items of potential environmental interest will be prepared.

The nature of the encountered soils, as noted on the borehole logs, if available, will be reviewed and interpreted. The logs will be reviewed for notations that may indicate the presence of historic fill, which could require special handling upon excavation.

Interpretations will be made regarding the potential for encountering other environmentally hazardous materials during redevelopment, and an assessment of the need for a sub-slab vapor mitigation system will be provided.

Task 3 – Documentation Report

Upon conclusion of the data acquisition and interpretation, Sand Creek will prepare a brief letter report that summarizes the findings. Historic structures, as noted based on review of aerial photographs, will be summarized.

The report will document the completed petroleum project investigation and soil excavation activities, and will summarize the remaining soil and groundwater chemistry results, depth to groundwater, and groundwater flow direction. Report conclusions will include identification of areas where landfill disposal of shallow, excavated soils may be necessary, and whether encountered groundwater may be impacted with remaining petroleum. The need for sub-slab vapor mitigation systems beneath future structures will also be discussed.

The nature of fill and native soils across the investigated area will be summarized, and copies of borehole logs, if available, will be provided as an attachment for review by the architect when excavation plans are being formulated.

Other relevant reference materials that may prove helpful during construction will also be provided.

Qualifications

Sand Creek is an environmental consulting firm based in Amherst, Wisconsin, with additional offices in Rhinelander, Cedarburg, and Plymouth, Wisconsin. We have approximately 15 employees of highly experienced and skilled environmental professionals specializing in environmental investigation and remediation services, with particular expertise investigating and remediating agricultural, dry cleaner, petroleum, and landfill sites.

For this project, Mr. Kendrick Ebbott will serve as project manager. Mr. Ebbott has managed construction-related projects with environmental issues on dozens of sites over 30 plus years as an environmental consultant in Wisconsin. He has prepared bid specifications for the City of Elkhorn and other municipalities in the past, and is well versed in requirements for vapor mitigation, as well as requirements for proper handling of excavated soil and/or removed groundwater.

Cost Estimate

Sand Creek will complete the scope of work identified above for \$1,995 as a lump sum amount.

If further efforts are needed that are beyond the scope of work identified in this proposal, we will discuss the need for the work and additional budget with you prior to implementation. Future work may be completed on a time and materials basis, or a lump sum basis, after discussion with the City of Elkhorn regarding the necessary scope.

For reference, field work will be completed by Mr. Ebbott at a rate of \$95 per hour, and office tasks at a rate of \$135 per hour. Other Sand Creek staff have different billing rates, according to task completed and experience level.

Schedule

We can initiate the work immediately upon signed authorization to proceed, and we anticipate the project can be completed in two to three weeks, depending on how quickly the WDNR can provide the records from storage.

Agreement

An agreement to hire Sand Creek can be prepared for your review and return. Or if you prefer, a purchase order can be issued by the City to authorize this work so Sand Creek can get the project moving forward.

If you have any questions or concerns, please contact me via phone at 920.918.9024 or by email at ken.ebbott@sand-creek.com. Thank you for the opportunity to provide assistance on this project.

SAND CREEK CONSULTANTS, INC.



Kendrick Ebbott, PG
Project Manager

Via email only

New Life of Elkhorn, LP

504 W. Court Street
Elkhorn, WI 53121

July 29, 2019

Common City Council
Elkhorn, WI 53121

RE: Request for Extension of Conditional Use Permit

Dear Common City Council,

We would like to request an extension of Conditional Use Permit ("CUP") issued on September 10 2018.

Soon after receiving the CUP last September, New Life of Elkhorn had contacted a local partner Magill construction to commence the project. Unfortunately, Magill construction had closed its operation at the time. Matt Magill provided a construction proposals and cost estimation on September 26, 2018 through an out of town construction company, VJS. See attached.

Due to the construction cost estimation proposed by VJS were above New Life's budget, New Life contacted another local construction company, Scherrer, for an alternative proposal. At the meeting between Scherrer principals and Zoe Makhous, Scherrer principals stated that Scherrer would be able to meet New Life of Elkhorn's budgets for the entire project of about \$2,000,000 including \$1,200,000 for four duplexes and would commence the construction quickly due to its close relation with City of Elkhorn.

Based on such representation by Scherrer's principals, New Life of Elkhorn entered a construction contract with Scherrer late 2018 and a copy of such contract was filed with City of Elkhorn.

However, up to the end of June 2019, Scherrer has not done any construction. After repeated request for a construction budget, Scherrer didn't submit a sketch of construction scope and estimation until June 10, 2019. See attached.

Scherrer's cost estimation for duplexes are higher than that of VJS and includes no cost estimation of renovation of main building. Additionally, Scherrer's construction manager has convinced a buyer of New Life of Elkhorn's development, a veteran's organization Great Lakes of Dryhootch from Milwaukee, that the current use of the main building would not justify any expenditure to renovate the building. Scherrer's construction manager stated that it would be more feasible to demolish the main building and construct new offices. Scherrer's construction

manager's opinion was not made known to Zoe Makhsous at her meeting with Scherrer's principals last year. She would not have entered a construction contract with Scherrer knowing Scherrer's position and wasted valuable construction time.

As New Life of Elkhorn has no budget to demolish the main building, Zoe Makhsous plans to purchase the main building to convert it into her personal residence as she is selling her condo in Chicago due to exorbitant property taxes. See attached. Zoe Makhsous will finance the conversion with her personal bank loan.

The veteran's organization, Great Lakes of Dryhootch from Milwaukee, is interested to purchase the Adult Family Home duplexes on land contract after New Life of Elkhorn completes the construction. Great Lakes of Dryhootch from Milwaukee has purchased Adult Family Homes by New Life of Crivitz, a similar project to New Life of Elkhorn. The executive director of Great Lakes of Dryhootch, Otis Winstead, has already discussed the interests to purchase New Life of Elkhorn's Adult Family Home duplexes with Bonnie.

New Life of Elkhorn would like to request CUP extension for another year so New Life of Elkhorn can apply construction permit to construct the Adult Family Home duplexes while Zoe Makhsous works on renovating the main building to be her personal residence. The projected time line for the next 12 months are as follows,

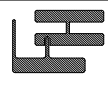
1. New Life of Elkhorn will complete framing of four Adult Family Home duplexes;
2. New Life of Elkhorn will complete and obtain occupancy permit for at least one duplex for Great Lakes of Dryhootch to operate it as Adult Family Home;
3. Zoe Makhsous will obtain an occupancy permit for her personal residence and move to live in the existing building.

New Life of Elkhorn has engaged Grant Gunyon of Veteran Property Maintenance to be the local contact for renovating of Zoe's residence and coordinating with builders to construct the Adult Family Home duplexes. Zoe will be onsite weekly to oversee development progress.

Thank you for your consideration. Please contact Zoe Makhsous if you need additional information.

Best Regards,

Zoe Makhsous
General Manager
New Life of Elkhorn, LP



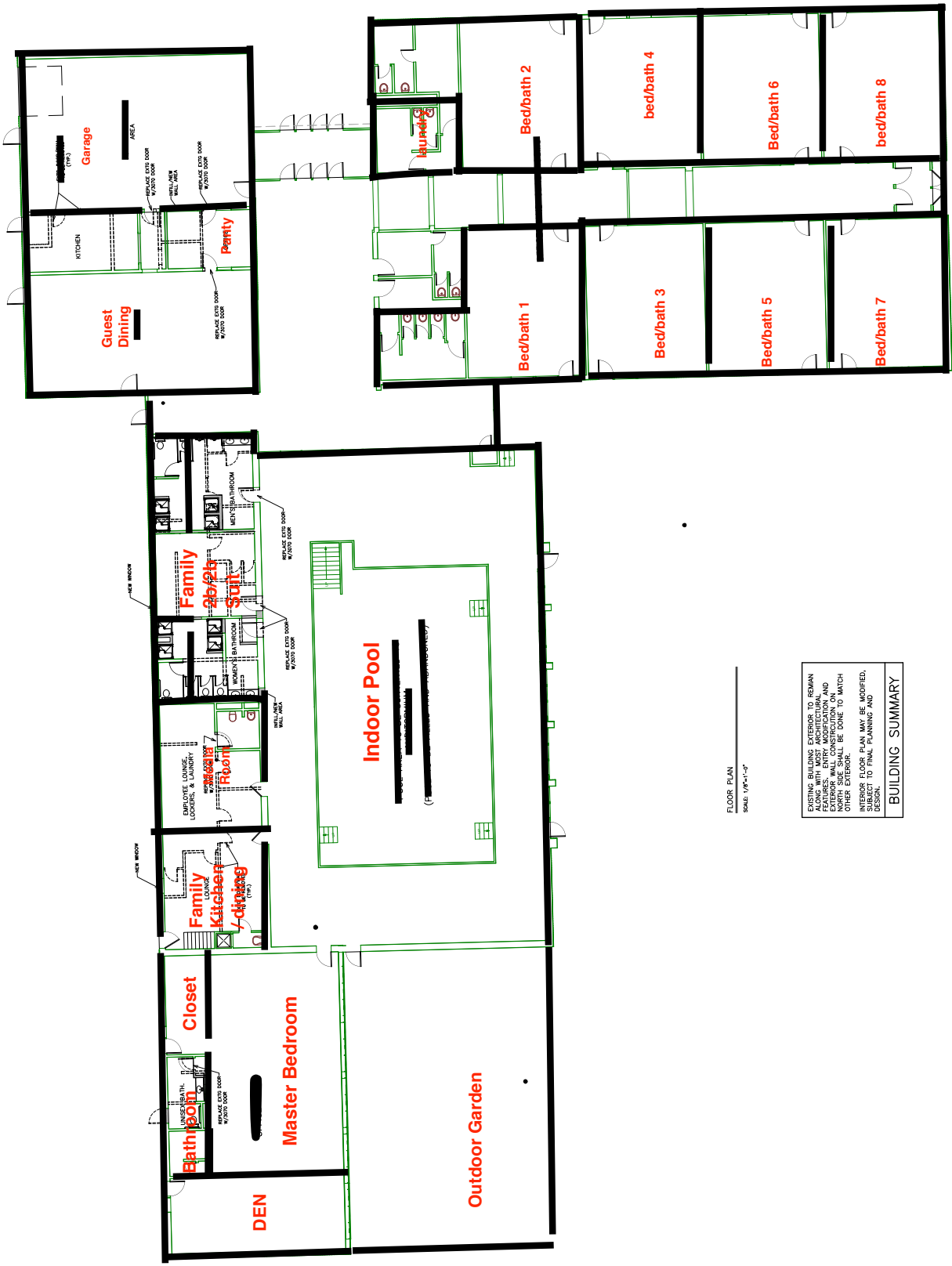
NEW LIFE OF ELKHORN
CITY OF ELKHORN, WALWORTH COUNTY, WISCONSIN

EXISTING BUILDING FLOOR PLAN
WITH
PROPOSED ALTERATIONS

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT
P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2098 FAX: (262) 723-5686

REVISIONS
NO. 1
DATE 05/22/2017
BY: JH/ML

PROJECT NO. 9333
DATE 05/22/2017
SHEET NO. 2 OF 4



FLOOR PLAN
SCALE: 1/8"=1'-0"

EXISTING BUILDING EXTERIOR TO REMAIN
FEATURES, ENTRY MODIFICATION AND
MODIFICATIONS TO EXTERIOR OF
NORTH SIDE SHALL BE DONE TO MATCH
OTHER EXTERIOR.
INTERIOR FLOOR PLAN MAY BE MODIFIED,
INTERIOR TO FINAL PLANNING AND
DESIGN.
BUILDING SUMMARY



W233 N2847 Roundy Circle West
Pewaukee, Wisconsin 53072
Phone: 262.542.9000
Fax: 262.542.1371
www.vjscs.com

You Can Build on That

PROPOSAL FOR PROFESSIONAL DESIGN & CONSTRUCTION SERVICES

September 26, 2018

Project:

New Life of Elkhorn
New Memory Care Units
and Adult Daycare for

Client:

Zoe Makhsous
312.989.5446

Project Description

This project will consist of an interior alteration in an existing school facility for a 3,259 SF adult daycare, an interior alteration in an existing school facility to infill an existing swimming pool and code upgrades to obtain occupancy only, and (4) individual 2,870 SF memory care buildings, consisting of (8) units total. The proposed site is 7.84 acres; this project will also consist of the parking lots and drive aisles for site development. Consideration will also be taken to allow for enough site to be available for a future phase of construction to include (6) additional memory care buildings, consisting of (12) units total. Only a site plan will be produced for the future phase, no other work on the future phase shall be included in the scope of work.

Definitions

1. New Life of Elkhorn shall be referred to as the Client.
2. VJS Construction Services shall be referred to as the Design/Builder.

This proposal includes the following scope of service:

Phase 1: Schematic Design

1. Conduct a preliminary zoning code analysis to determine conformance of use, setback requirements, impervious surface areas, minimum lot requirements, parking regulations, minimum landscape requirements.
2. Verify project scope with Client.
3. Conduct a preliminary International Building Code 2015 analysis. Determine a preliminary occupancy, building construction type, presumed exiting requirements, fire protection requirements, accessibility issues, and estimated toilet fixture counts.
4. Investigate other regulatory bodies that may supersede or refine the zoning code.
5. Develop a set of Schematic Design Drawings. The set will include, at the Design/Builder's discretion, the following drawings:
 - a. Title Sheet
 - b. Floor plans with room names, preliminary furniture layouts, area calculations, and generalized room dimensions based on the Program Summary.
 - c. Site plan with existing buildings and roadways, the proposed area of work (including the building location, parking, green space, accessory buildings, and site access), and any future phases of construction.



- d. Exterior elevations indicating proposed materials and typical floor levels.
- e. Building section to assist in the definition of the conceptual exterior elevations.
6. Review geotechnical findings.
7. Determine if a Storm Water Management Plan is required by the municipality.
8. Conduct a preliminary code review.
9. Conduct preliminary DHS Code Review.
10. Review the Schematic Design with the Client.
11. Meet with the municipality, if necessary, to identify any significant problems that may need to be addressed prior to submittal.

Phase 2: Design Development

1. Contact consultants for competitive Proposals for Services, if required.
2. Hire consultants.
3. Initiate schedule and drawing coordination with consultants.
4. Determine submittal requirements for the City's preliminary review, if necessary.
5. Develop a complete set of Design Development Drawings, a refinement of the Schematic Design Drawings. The set will include, at the Design/Builder's discretion, the following drawings:
 - a. Title Sheet
 - b. Survey and site plans, coordinated by the Civil Engineer.
 - c. Landscaping plans, coordinated by the Landscape Designer.
 - d. Demolition plans indicating existing construction intended to be removed.
 - e. Floor plans with room names, dimensions, section cuts, floor elevations, door tags, window tags, wall types, and keyed notes.
 - f. Roof plan with keyed notes.
 - g. Reflected ceiling plans with keyed notes.
 - h. Finish plans, coordinated with the Interior Designer.
 - i. Exterior elevations indicating finishes, keyed to an exterior finish schedule.
 - j. Building sections, keyed to enlarged sections.
 - k. Enlarged section at exterior and structural walls indicating elements of construction.
 - l. Enlarged sections at stairways and elevator shafts indicating elements of construction.
 - m. Enlarged floor plans as necessary for more specific notes.
 - n. Plan, elevations, and section of trash enclosure.
 - o. Plan, elevations, and section of exterior sign.
 - p. Interior elevations.
 - q. Typical millwork sections indicating elements of construction.
 - r. Door schedule and preliminary door hardware schedule.
 - s. Window schedule.
6. Generate a preliminary COMCheck model to verify building envelope energy conformance.
7. Further develop site layout, parking and driveways, fencing, landscaping, and site lighting.
8. Further develop site utilities.
9. Further development of the structural system; provide foundation plans and proposed column grid to metal building contractor.
10. Conduct a final zoning code analysis to verify conformance with Preliminary Zoning Review.
11. Conduct a revised International Building Code 2015 analysis to verify conformance with Preliminary Code Review.
12. Conduct a revised DHS Code Review.
13. Submit materials, if required, to the municipality for preliminary review and approval.
14. Submit the Design Development drawings to a VJS Construction Services' estimating department for refined budget pricing.

Phase 3: Construction Documents

1. Develop a complete set of Construction Drawings. The set will include, generally, the following drawings:
 - a. Title Sheet.

- b. Survey and complete civil plans, coordinated by the Civil Engineer.
 - c. Complete landscaping plans, coordinated by the Landscape Designer.
 - d. Demolition plans specifically noting areas of existing construction to be removed.
 - e. Floor plans with room names, dimensions, section cuts, floor elevations, door tags, window tags, wall types, and keyed notes.
 - f. Complete roof plan with keyed notes.
 - g. Reflected ceiling plans with keyed notes.
 - h. Finish plans indicating finishes, keyed to a finish schedule.
 - i. Furniture plans indicating the location of project specific furniture, keyed to a furniture schedule.
 - j. Complete exterior elevations indicating finishes, keyed to an exterior finish schedule.
 - k. Complete building sections, keyed to enlarged sections.
 - l. Enlarged section at exterior and structural walls indicating elements of construction.
 - m. Enlarged sections at stairways and elevator shafts indicating elements of construction.
 - n. Enlarged floor plans as necessary for more specific notes.
 - o. Plan, elevations, and section of trash enclosure.
 - p. Plan, elevations, and section of exterior sign.
 - q. Interior elevations.
 - r. Complete detailed millwork sections indicating elements of construction.
 - s. Door schedule and door hardware schedule.
 - t. Window schedule.
 - u. Complete door head details indicating elements of construction.
 - v. Window sill and window head details indicating elements of construction.
 - w. Interior finish schedule with complete finish details.
 - x. Structural drawings, coordinated by the Structural Engineer.
- 2. Finalize design of structural systems.
 - 3. Conduct a final International Building Code 2015 analysis to verify conformance with Preliminary Code Review.
 - 4. Conduct final DHS Code Review.
 - 5. Submit drawings to DHS for review.
 - 6. Submit drawings for plan review.
 - 7. Address questions from plan review officials during review.

Phase 4: Bidding

- 1. Answer subcontractor questions that arise during bidding.
- 2. Provide up to (3) addenda to the Construction Documents.

Phase 5: Construction

- 1. Address subcontractor questions.
- 2. Address inspector questions.
- 3. Process shop drawings as required.
- 4. Conduct a final punchlist of the project.

Responsibilities of the Client

- 1. The Client shall provide a person authorized to act as the Client's representative.
- 2. The Client shall provide full information as to the Client's design objectives and constraints in a timely manner.
- 3. The Client shall provide access to the site and to appropriate personnel as required to complete each phase of the design work.
- 4. The Client shall render decisions and approvals as expeditiously as possible to ensure the timely progress of the design work.
- 5. If the Client becomes aware of any defect or fault in the project, prompt notice shall be given to the Design/Builder.



Design Services Included in this Agreement

1. Civil Engineering
2. Structural Engineering
3. Landscape Design
4. Energy Calculations
5. Site Photometrics
6. Interior Design

Responsibilities by Others (Not Included in This Agreement)

It is our understanding that others will be responsible for the completion of the following:

1. Surveying
It is assumed that a boundary, utility, and topographic survey of the property has already been completed by the Client.
2. Geotechnical Engineering
It is assumed that soil borings will be done for this project under separate cover.
3. Mechanical, Electrical, Plumbing, or Fire Protection Design
It is assumed this would be handled design/build and part of cost of construction.
4. Communications and Data Scope Narrative
5. Security System Scope Narrative
6. Wetlands Delineation
7. Traffic Engineering Services
8. Redesign of scope caused by Value Engineering

Compensation:

Based on a construction preliminary budget range of \$4,500,000 - \$7,500,000.

| | |
|-----------------------------|-------|
| Architectural Fee | 4.5% |
| Construction Fee | 4.0% |
| Comprehensive Insurance Fee | 1.14% |

Proposals for other design services not included in this agreement will be forwarded to the Client under separate cover as soon as they are available.

All direct expenses shall be included in the lump sum fee listed above:

1. Mileage at **\$0.54** per mile.
2. In-house black-and-white plots.
3. In-house color plots.
4. Out-of-house prints.
5. Postage.
Permits/review fees.

We understand that any additional work beyond the scope of the agreement must be authorized in writing prior to any additional work being completed. Change orders to this contract shall be presented to the Client as changes to the Project Scope arise.

Standard Terms and Conditions

See attached Standard Terms and Conditions.



Schedule

Design work will commence upon the receipt of the signed proposal and a retainer in the amount of \$25,000.00. A design schedule shall be completed and reviewed at the receipt of the signed proposal and retainer.

Authorization

If the terms are acceptable, please sign and return to our office. The receipt of a signed agreement shall be considered authorization to proceed with the design and construction document production work for the project.

PRESENTED BY:



Chris Sauvé, Partner
VJS Construction Services, Inc.

Date: 9/26/2018



Matt Magill, Project Manager
VJS Construction Services, Inc.

Date: 9/26/2018

ACCEPTED BY:

Zoe Makhous, Owner
New Life of Elkhorn

Date: _____



This proposal is good for 30 days. These Standard Terms and Conditions are material terms of the Professional Services Agreement (AGREEMENT) by and between VJS Construction Services and CLIENT known as addressee on proposal letter attached:

Standard of Care: VJS CONSTRUCTION SERVICES shall exercise ordinary professional care and due diligence per accepted industry standards in performing all services under this AGREEMENT, without warranty or guarantee, expressed or implied.

Additional Services: CLIENT may request or it may become necessary for VJS CONSTRUCTION SERVICES or its sub consultant(s) to perform Additional Services in respect of this AGREEMENT. CLIENT shall pay for such Additional Services above and beyond charges for Basic Services set forth in this AGREEMENT. VJS CONSTRUCTION SERVICES will notify CLIENT in advance in writing of VJS CONSTRUCTION SERVICES's intention to render Additional Services. CLIENT'S failure to instruct VJS CONSTRUCTION SERVICES not to perform the proposed Additional Service shall constitute CLIENT'S acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this AGREEMENT.

Latent Conditions: CLIENT acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, VJS CONSTRUCTION SERVICES shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. CLIENT shall pay VJS CONSTRUCTION SERVICES for all services rendered and reimbursable expenses incurred by VJS CONSTRUCTION SERVICES and its sub consultant(s), if any, to address, respond to or repair such latent conditions. Such services by VJS CONSTRUCTION SERVICES or its sub consultant(s) shall constitute Additional Services. It is acknowledged by both parties that VJS CONSTRUCTION SERVICES's scope of services does not include any services related to asbestos, hazardous or toxic materials. In the event VJS CONSTRUCTION SERVICES or any other party encounters asbestos, hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of VJS CONSTRUCTION SERVICES 's services, VJS CONSTRUCTION SERVICES may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist, consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

Insurance: VJS CONSTRUCTION SERVICES shall procure and maintain liability insurance policies, including professional liability, commercial general liability, workers' compensation and automobile liability insurance in amounts customary, in the municipal area the project is located, for architectural services, for the duration of this AGREEMENT and shall, upon request, produce certificates evidencing the maintenance of such coverage's. Should CLIENT desire additional insurance, VJS CONSTRUCTION SERVICES shall procure and maintain such additional insurance, upon receipt of written request from CLIENT. The CLIENT shall reimburse VJS CONSTRUCTION SERVICES for any additional premiums or other related costs that VJS CONSTRUCTION SERVICES incurs for the duration of this AGREEMENT, for procurement of additional insurance, without warranty or guarantee, expressed or implied.

Client Responsibilities: CLIENT shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in AGREEMENT, as amended, and shall reasonably communicate with and reasonably cooperate with VJS CONSTRUCTION SERVICES in its performance of this AGREEMENT. VJS CONSTRUCTION SERVICES shall be entitled to rely on the accuracy and completeness of any services, items, and/or information furnished by CLIENT. These terms are of the essence. CLIENT shall indemnify, defend and hold VJS CONSTRUCTION SERVICES, its present or former officers, employees and sub consultant(s), fully harmless from any liability or loss, cost or expense (including reasonable attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information CLIENT is obliged to furnish in respect of this AGREEMENT.

Limitation of Liability: The Client agrees, to the fullest extent possible, to limit the liability of VJS CONSTRUCTION SERVICES so that the total aggregate liability of VJS CONSTRUCTION SERVICES shall not exceed the VJS CONSTRUCTION SERVICES's fee for services rendered on the project or One Hundred Thousand Dollars (\$100,000.00) whichever is less. It is acknowledged that this limitation of liability applies to any cause of action, be it contract, tort, or any other theory. The Client agrees to bring any claims against VJS CONSTRUCTION SERVICES corporate entity, not any individual owners or employees of VJS CONSTRUCTION SERVICES unless such action or inactions are covered by VJS CONSTRUCTION SERVICES insurance or unless due to an intentional act. The Client and VJS CONSTRUCTION SERVICES both agree to waive any claims for consequential damages against each other. Neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or VJS CONSTRUCTION SERVICES, its employees, agents, sub-consultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

Instruments of Service: All original documents prepared for CLIENT by VJS CONSTRUCTION SERVICES or VJS CONSTRUCTION SERVICES's independent professional associate(s) and sub consultant(s) pursuant to this AGREEMENT (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this AGREEMENT. Per industry and AIA standards, VJS CONSTRUCTION SERVICES shall retain nonexclusive ownership and property interest of the documents therein whether or not the services that are the subject of this AGREEMENT are completed or payment received for such services. Upon execution of the AGREEMENT, VJS CONSTRUCTION SERVICES grants to the CLIENT a nonexclusive license to reproduce VJS CONSTRUCTION SERVICES 's Instruments of Service solely for the purpose of constructing, using and maintaining the Project, provided that the CLIENT shall



comply with all obligations, including prompt payment of all sums when due, under this AGREEMENT. Unless otherwise confirmed by written Addenda to this AGREEMENT, signed by duly authorized representatives of both CLIENT and VJS CONSTRUCTION SERVICES, no Instrument of Professional Service in respect of this AGREEMENT constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the completed project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the project, or otherwise. The CLIENT agrees to limit use of the instruments of service to this site-specific project only. Any reuse without VJS CONSTRUCTION SERVICES's written consent shall be at CLIENT'S sole risk and responsibility, and without any liability to VJS CONSTRUCTION SERVICES, or to VJS CONSTRUCTION SERVICES's independent professional associate(s) and sub consultant(s). Further, CLIENT shall indemnify, defend and hold VJS CONSTRUCTION SERVICES and VJS CONSTRUCTION SERVICES 's independent professional associate(s) and sub consultant(s), fully harmless from all liability or loss, cost or expense (including reasonable attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse of VJS CONSTRUCTION SERVICES 's documents and CLIENT shall not be responsible for VJS CONSTRUCTION SERVICES 's own consequential damages as stated above in "Limitation of Liability".

Document Review and Coordination: Unless noted otherwise in the proposal or contract, VJS CONSTRUCTION SERVICES is responsible for the design, review, and coordination of all drawings and documents produced by VJS CONSTRUCTION SERVICES and its consultants through and for this contract. Design, review, and coordination of all drawings and documents produced by consultants contracted to other parties, including Owner, CLIENT, or CONTRACTOR, is the responsibility of the CLIENT, unless otherwise arranged in this contract or another contract. VJS CONSTRUCTION SERVICES assumes no liability for errors and omissions associated with or resulting from drawings and documents not designed, reviewed, and coordinated by VJS CONSTRUCTION SERVICES, unless noted otherwise in this contract.

Contractor Submittals: The scope of any review or other action taken by VJS CONSTRUCTION SERVICES or its sub consultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this AGREEMENT, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems.

Pricing Estimates: Neither VJS CONSTRUCTION SERVICES nor CLIENT has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, VJS CONSTRUCTION SERVICES cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

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No Assignment: This AGREEMENT is not subject to assignment, transfer, or hypothecation nor the use of subcontractors without the written consent of both parties expressly acknowledging such assignment, transfer, or hypothecation.

Governing Law: This AGREEMENT, as amended, and any disputes or controversies arising in connection with this AGREEMENT shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

Severance of Clauses: In the event that any term, provision, or condition of this AGREEMENT is void or otherwise unenforceable under the law governing this AGREEMENT, then such terms shall be stricken and the balance of this AGREEMENT shall be interpreted and enforced as if such stricken terms never existed.

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Client Provided Information: The-Design Professional shall have the right to rely on the accuracy of any information provided by the CLIENT. The Design Professional will not review this information for accuracy.



Permits and Approvals: It is the responsibility of the CLIENT to obtain all necessary permits and approvals. The Design Professional will assist the CLIENT as initially agreed in writing.

Rejection of Non-conforming Work: - The Design Professional shall have the authority, but not the responsibility, to reject non-conforming work. The Design Professional shall bring any known non-conforming work, under its standard of care responsibility, to the attention of the CLIENT as soon as reasonably possible.

Right of Access: - The Design Professional shall have access to the job site whenever work is in preparation or in progress.

Termination: - This contract may be terminated by either party for convenience with 30 days written notice, or for cause with 7 days written notice. The project may be suspended by the CLIENT with 30 days written notice. In the event of suspension or termination for convenience, the CLIENT shall pay all expenses incurred prior to the date of notice, unless expenses are disputed and a resolution reached through mediation/arbitration/court in a reasonable time frame as stated above in the "Dispute Resolution" term.

PROPOSAL FOR PROFESSIONAL DESIGN & CONSTRUCTION SERVICES

September 26, 2018

Project:

New Life of Elkhorn
New Residential Duplexes

Client:

Zoe Makhsous
312.989.5446

Project Description

This project will consist of four (4) individual 2,870 SF residential duplexes. The proposed site is 7.84 acres; this project will also consist of the parking lots and drive aisles for site development.

Definitions

1. New Life of Elkhorn shall be referred to as the Client.
2. VJS Construction Services shall be referred to as the Design/Builder.

This proposal includes the following scope of service:

Phase 1: Schematic Design

1. Conduct a preliminary zoning code analysis to determine conformance of use, setback requirements, impervious surface areas, minimum lot requirements, parking regulations, minimum landscape requirements.
2. Verify project scope with Client.
3. Conduct a preliminary International Building Code 2015 analysis. Determine a preliminary occupancy, building construction type, presumed exiting requirements, fire protection requirements, accessibility issues, and estimated toilet fixture counts.
4. Investigate other regulatory bodies that may supersede or refine the zoning code.
5. Develop a set of Schematic Design Drawings. The set will include, at the Design/Builder's discretion, the following drawings:
 - a. Title Sheet
 - b. Floor plans with room names, preliminary furniture layouts, area calculations, and generalized room dimensions based on the Program Summary.
 - c. Site plan with existing buildings and roadways, the proposed area of work (including the building location, parking, green space, accessory buildings, and site access), and any future phases of construction.
 - d. Exterior elevations indicating proposed materials and typical floor levels.
 - e. Building section to assist in the definition of the conceptual exterior elevations.
6. Review geotechnical findings.
7. Determine if a Storm Water Management Plan is required by the municipality.
8. Conduct a preliminary code review.
9. Review the Schematic Design with the Client.
10. Meet with the municipality, if necessary, to identify any significant problems that may need to be addressed prior to submittal.



Phase 2: Design Development

1. Contact consultants for competitive Proposals for Services, if required.
2. Hire consultants.
3. Initiate schedule and drawing coordination with consultants.
4. Determine submittal requirements for the City's preliminary review, if necessary.
5. Develop a complete set of Design Development Drawings, a refinement of the Schematic Design Drawings. The set will include, at the Design/Builder's discretion, the following drawings:
 - a. Title Sheet
 - b. Survey and site plans, coordinated by the Civil Engineer.
 - c. Landscaping plans, coordinated by the Landscape Designer.
 - d. Demolition plans indicating existing construction intended to be removed.
 - e. Floor plans with room names, dimensions, section cuts, floor elevations, door tags, window tags, wall types, and keyed notes.
 - f. Roof plan with keyed notes.
 - g. Reflected ceiling plans with keyed notes.
 - h. Finish plans, coordinated with the Interior Designer.
 - i. Exterior elevations indicating finishes, keyed to an exterior finish schedule.
 - j. Building sections, keyed to enlarged sections.
 - k. Enlarged section at exterior and structural walls indicating elements of construction.
 - l. Enlarged sections at stairways and elevator shafts indicating elements of construction.
 - m. Enlarged floor plans as necessary for more specific notes.
 - n. Plan, elevations, and section of trash enclosure.
 - o. Plan, elevations, and section of exterior sign.
 - p. Interior elevations.
 - q. Typical millwork sections indicating elements of construction.
 - r. Door schedule and preliminary door hardware schedule.
 - s. Window schedule.
6. Generate a preliminary COMCheck model to verify building envelope energy conformance.
7. Further develop site layout, parking and driveways, fencing, landscaping, and site lighting.
8. Further develop site utilities.
9. Further development of the structural system; provide foundation plans and proposed column grid to metal building contractor.
10. Conduct a final zoning code analysis to verify conformance with Preliminary Zoning Review.
11. Conduct a revised International Building Code 2015 analysis to verify conformance with Preliminary Code Review.
12. Submit materials, if required, to the municipality for preliminary review and approval.
13. Submit the Design Development drawings to a VJS Construction Services' estimating department for refined budget pricing.

Phase 3: Construction Documents

1. Develop a complete set of Construction Drawings. The set will include, generally, the following drawings:
 - a. Title Sheet.
 - b. Survey and complete civil plans, coordinated by the Civil Engineer.
 - c. Complete landscaping plans, coordinated by the Landscape Designer.
 - d. Demolition plans specifically noting areas of existing construction to be removed.
 - e. Floor plans with room names, dimensions, section cuts, floor elevations, door tags, window tags, wall types, and keyed notes.
 - f. Complete roof plan with keyed notes.
 - g. Reflected ceiling plans with keyed notes.
 - h. Finish plans indicating finishes, keyed to a finish schedule.
 - i. Furniture plans indicating the location of project specific furniture, keyed to a furniture schedule.
 - j. Complete exterior elevations indicating finishes, keyed to an exterior finish schedule.
 - k. Complete building sections, keyed to enlarged sections.
 - l. Enlarged section at exterior and structural walls indicating elements of construction.



- m. Enlarged sections at stairways and elevator shafts indicating elements of construction.
 - n. Enlarged floor plans as necessary for more specific notes.
 - o. Plan, elevations, and section of trash enclosure.
 - p. Plan, elevations, and section of exterior sign.
 - q. Interior elevations.
 - r. Complete detailed millwork sections indicating elements of construction.
 - s. Door schedule and door hardware schedule.
 - t. Window schedule.
 - u. Complete door head details indicating elements of construction.
 - v. Window sill and window head details indicating elements of construction.
 - w. Interior finish schedule with complete finish details.
 - x. Structural drawings, coordinated by the Structural Engineer.
2. Finalize design of structural systems.
 3. Conduct a final International Building Code 2015 analysis to verify conformance with Preliminary Code Review.
 4. Submit drawings for plan review.
 5. Address questions from plan review officials during review.

Phase 4: Bidding

1. Answer subcontractor questions that arise during bidding.
2. Provide up to (3) addenda to the Construction Documents.

Phase 5: Construction

1. Address subcontractor questions.
2. Address inspector questions.
3. Process shop drawings as required.
4. Conduct a final punchlist of the project.

Responsibilities of the Client

1. The Client shall provide a person authorized to act as the Client's representative.
2. The Client shall provide full information as to the Client's design objectives and constraints in a timely manner.
3. The Client shall provide access to the site and to appropriate personnel as required to complete each phase of the design work.
4. The Client shall render decisions and approvals as expeditiously as possible to ensure the timely progress of the design work.
5. If the Client becomes aware of any defect or fault in the project, prompt notice shall be given to the Design/Builder.

Design Services Included in this Agreement

1. Civil Engineering
2. Structural Engineering
3. Landscape Design
4. Energy Calculations
5. Site Photometrics
6. Interior Design

Responsibilities by Others (Not Included in This Agreement)

It is our understanding that others will be responsible for the completion of the following:

1. Surveying
It is assumed that a boundary, utility, and topographic survey of the property has already been completed by the Client.
2. Geotechnical Engineering



- It is assumed that soil borings will be done for this project under separate cover.*
3. Mechanical, Electrical, Plumbing, or Fire Protection Design
It is assumed this would be handled design/build and part of cost of construction.
 4. Communications and Data Scope Narrative
 5. Security System Scope Narrative
 6. Wetlands Delineation
 7. Traffic Engineering Services
 8. Redesign of scope caused by Value Engineering

Compensation:

Based on a construction preliminary budget range of \$1,722,000 - \$2,296,000.

| | |
|-----------------------------|-------|
| Architectural Fee | 4.5% |
| Construction Fee | 4.0% |
| Comprehensive Insurance Fee | 1.14% |

Proposals for other design services not included in this agreement will be forwarded to the Client under separate cover as soon as they are available.

All direct expenses shall be included in the lump sum fee listed above:

1. Mileage at **\$0.54** per mile.
2. In-house black-and-white plots.
3. In-house color plots.
4. Out-of-house prints.
5. Postage.
Permits/review fees.

We understand that any additional work beyond the scope of the agreement must be authorized in writing prior to any additional work being completed. Change orders to this contract shall be presented to the Client as changes to the Project Scope arise.

Standard Terms and Conditions

See attached Standard Terms and Conditions.

Schedule

Design work will commence upon the receipt of the signed proposal and a retainer in the amount of \$25,000.00. A design schedule shall be completed and reviewed at the receipt of the signed proposal and retainer.



Authorization

If the terms are acceptable, please sign and return to our office. The receipt of a signed agreement shall be considered authorization to proceed with the design and construction document production work for the project.

PRESENTED BY:

A handwritten signature in black ink that reads 'Chris Sauvé' with a long horizontal stroke extending to the right.

Chris Sauvé, Partner
VJS Construction Services, Inc.

Date: 9/26/2018

A handwritten signature in black ink that reads 'Matt Magill' with a stylized flourish at the end.

Matt Magill, Project Manager
VJS Construction Services, Inc.

Date: 9/26/2018

ACCEPTED BY:

Zoe Makhous, Owner
New Life of Elkhorn

Date: _____



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Client Provided Information: The-Design Professional shall have the right to rely on the accuracy of any information provided by the CLIENT. The Design Professional will not review this information for accuracy.



Permits and Approvals: It is the responsibility of the CLIENT to obtain all necessary permits and approvals. The Design Professional will assist the CLIENT as initially agreed in writing.

Rejection of Non-conforming Work: - The Design Professional shall have the authority, but not the responsibility, to reject non-conforming work. The Design Professional shall bring any known non-conforming work, under its standard of care responsibility, to the attention of the CLIENT as soon as reasonably possible.

Right of Access: - The Design Professional shall have access to the job site whenever work is in preparation or in progress.

Termination: - This contract may be terminated by either party for convenience with 30 days written notice, or for cause with 7 days written notice. The project may be suspended by the CLIENT with 30 days written notice. In the event of suspension or termination for convenience, the CLIENT shall pay all expenses incurred prior to the date of notice, unless expenses are disputed and a resolution reached through mediation/arbitration/court in a reasonable time frame as stated above in the "Dispute Resolution" term.

From: Joe Ehlen
Sent: Monday, June 10, 2019 2:58 PM
To: 'Winstead, Otis' <otis@dryhootch.org>
Subject: RE: ELKHORN PROJECT

Otis;

Work completed under invoice #4481;

- Project review with City and AE
- Replace temporary enclosures on the north elevation
- Install plywood enclosures for existing windows and doors
- Prep to infill pool
- Clean entire building of debris and trash
- Refuse disposal

Budget for Phase #1 Adult Family Duplexes.

- Excavation for buildings
- Excavation for parking lots and drives
- Storm and sanitary piping
- Concrete sidewalks and asphalt
- Landscaping
- Railing/fence
- Complete Duplex buildings as drawn

Budget \$2,002,973.00

Pool Infill;

- Plug/cap all inlets, outlets and drains
- Fill pool with #6 clear stone, leave approx. 5" below existing concrete for future concrete slab

Budget \$30,500.00

North elevation EFIS

- Remove old pipes, ducts, bar joists, etc...
- Infill openings per plan
- Provide and install (2) windows in new openings
- Remove temp enclosures and sheath with dens glass
- Install EFIS on drainage mat
- Flashing at EFIS to brick
- Roof edge at EFIS to roof

Budget \$105,928.00

PLAN COMMISSION – FINDING OF FACT

DATE: August 1, 2019
PROJECT: Brogan Rezone
PC ID: E19.06.012
ACTION: Rezone Approval

The City of Elkhorn Plan Commission officially convened on August 1, 2019 to consider the Rezone Application, submitted by the City of Elkhorn, for M-1 to RS-1.

After considering the site plan, the staff report, oral and written testimony, the Elkhorn 2040 Comprehensive Development Plan, the Zoning on the subject property, and other materials presented at the meeting, the Plan Commission does hereby make the following "finding of fact":

FINDING OF FACT

1. The rezone is consistent with the intent and purpose of the City of Elkhorn Zoning Code and the goals, objectives and policies of the Comprehensive Land Use Plan.

Based upon the "Findings of Fact", the Plan Commission motioned, seconded and voted to recommend **APPROVAL** of the Rezone Application for M-1 to RS-1 to the Common Council.

CITY OF ELKHORN
ORDINANCE NO: _____
AN ORDINANCE TO REZONE PART OF A PROPERTY LOCATED
WITHIN THE BOUNDARIES OF THE CITY OF ELKHORN:
429 & 431 E. GENEVA ST

WHEREAS, City of Elkhorn proposes to rezone Tax Key Parcel: YVSE00009A, within the City of Elkhorn, and;

WHEREAS, the Plan Commission did convene a public hearing on the matter of proposed rezone, and;

WHEREAS, the Plan Commission recommended approval of the proposed rezone.

BE IT ORDAINED by the Common Council of the City of Elkhorn as follows:

1. The zoning classification shall be changed from M-1 Light Manufacturing District to RS-1 Single-Family Residence District for Tax Key Parcel: YVSE00009A described as:

PT NW 1/4 SEC 6 T2N R17E DESC AS: COM NW COR SEC 6, E 1444.98' TO PT IN C/L E GENEVA ST & S 33' TO POB, S89D45'E 212.55', S0D15'W 354', N89D45'W 223.60', N0D15'E 354.95', S84D30'E 11.10' TO POB. 1.82 A CITY OF ELKHORN

2. The Zoning Map of the City of Elkhorn shall be amended in accordance with the above classification of properties.
3. This ordinance shall be in force from and after its introduction and publication as provided by statutes.

APPROVED AND ADOPTED this _____ day of _____ 2019.

Howie Reynolds, Mayor

ATTEST:

Cairie Virrueta, City Clerk

1stReading: _____
2nd Reading: _____
Adopted: _____
Published: _____



COMMON COUNCIL MEETING AGENDA MEMORANDUM

DEPARTMENT OF PUBLIC WORKS FACILITY

CHANGE ORDER NO. 4

Date: August 5, 2019
Prepared by: Matthew Lindstrom (DPW Operations Manager)
To: Members of the Common Council

Summary:

I am writing to provide information regarding Change Order No. 4 for the new DPW Facility off E. Centralia Street. Items incorporated into subject Change Order (CO) are as follows:

- Additional power required for CO/NO2 devices = \$1,492
- Electrical panel modifications with additional components for backup generator per manufacturer's and inspector's study / recommendations = \$4,431
- Additional doorway for bulk storage room = \$1,371
- Add sidewalk for staff entrance and grading work for interior of building = \$4,792
- Install quazite pullbox for utility service supply and connects = \$3,201
- Lighting control modifications for bulk storage room = \$810
- Exterior lighting control modifications, photo cells added = \$959
- Add interior light fixture for Parks area with receptacle – for work bench = \$1,199
- Add ADA sink for breakroom kitchen = \$1,183
- Add three electric hand dryers for restrooms = \$1,018

Subtotal = \$20,456

- Deducts for utility bills (paid by City, to be reimbursed by Contractor) = -\$14,801.59

Subtotal = -\$14,801.59

Total cost of CO No. 4 = \$5,654.41

Kueny has reviewed the accuracy of each item submitted and incorporated into subject CO and recommends approval. Scherrer's current contract and base bid amount, previously approved by Council, incorporates an allowance for varying conditions and potential change orders such as these. The embedded contractual allowance of \$45,000 minus subject CO and previously approved CO's No. 2 & 3 equates to \$33,560.41 yielding an allowance balance of \$11,439.59.

Scherrer's Construction Cost Summary in Review:

| | |
|--|-------------|
| Base Construction Bid w/ seven Alternates | \$5,060,951 |
| Contract Change Order No. 1 | \$125,420 |
| Contract Change Order No. 2 balance from allowance | (\$28,675) |
| Contract Change Order No. 3 balance from allowance | (\$17,094) |
| Contract Change Order No. 4 (beyond 45k allowance) | \$3,362 |

Total = \$5,189,733

Recommendation to Council:

Authorize execution of subject Change Order No. 4 in the amount of \$5,654.41.

COMMON COUNCIL MEETING AGENDA MEMORANDUM

Date: August 5, 2019
Agenda Item: Matheson Memorial Library Fencing
Prepared by: Matthew Lindstrom (DPW Operations Manager)
To: Members of the Common Council

Summary:

The landlord / property owner of a rental home adjacent to the Matheson Memorial Library voiced concerns to City Hall regarding the parking lot reconstruction that was completed last year. To accommodate adequate drainage, the revised grading plan for the library parking lot was pitched / tipped in such a fashion that headlights from parking vehicles now shine into the windows of the home at said parcel, located off Wisconsin Street, just north of the library parking lot. The orientation of the stalls was also rotated which directs headlights more directly towards subject home. A landscaped buffer with bushes was considered however, the separation between the edge of parking lot and property line did not create enough space to accommodate this. In coordination with the property owner, a 4' tall chainlink fencing system is being proposed. The fencing system would consist of black fencing with privacy slats to accommodate blocking headlights. Color to be coordinated with library and property owner.

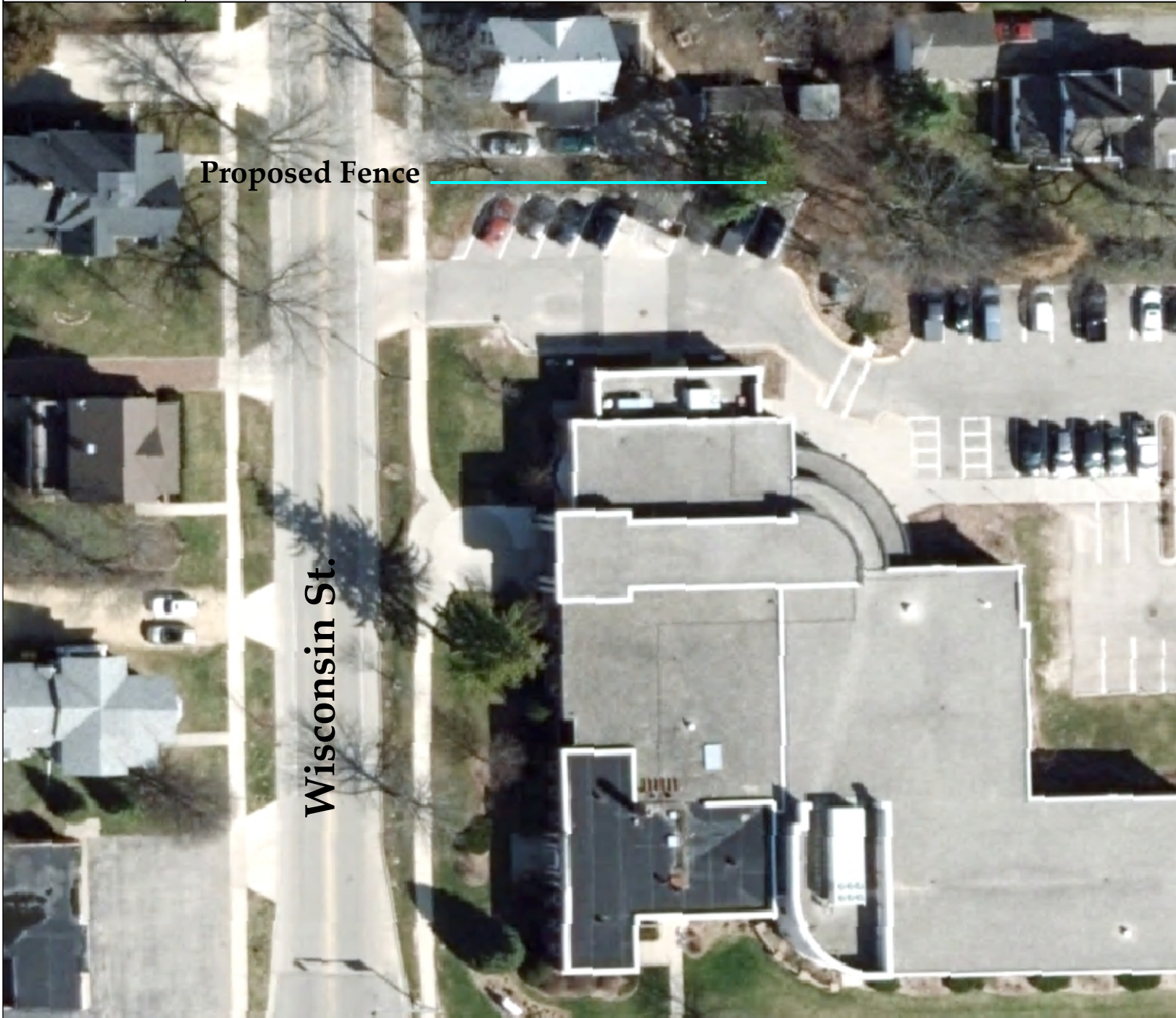
Cost:

One quote was received from Roth & Sons Fence, Inc. of Elkhorn, which totaled \$4,226 for 102 lineal feet of fencing as described above and illustrated on attached exhibit.

Recommendation to Council:

Authorize budget adjustment to perform work as described at a cost not to exceed \$4,500.

Matheson Memorial Library Fencing



Proposed Fence

Wisconsin St.

Legend

- Municipal Boundary

Data on this map may or may not be accurate, current, or otherwise reliable. For reference only.

Notes
Scale:
1"=60'

