

NOTICE OF PUBLIC MEETING

Amended 02/08/19 @ 11:00am

DATE: Tuesday, February 12, 2019
TIME: 7:00pm
PLACE: Harrison Municipal Building
W5298 State Road 114
Harrison, WI 54952

NOTICE IS HEREBY GIVEN that a Village of Harrison Board Meeting will be held on Tuesday, February 12, 2019 at 7:00pm. The agenda is printed below.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call of Village Board
4. Correspondence or Communications from Board and Staff
Correspondence from Bud Rush regarding assessments in Kambuza Acres development
5. Public Comments
Please be advised per State Statute section 19.84(2), information will be received from the public; be further advised that there may be limited discussion on the information received; however, no action will be taken under public comments. It is the policy of the Village that there is a three minute time limit per person. Time extensions may be granted by the President. Please register your name on the sign-in sheet prior to the start of the meeting.
6. Presentation from Justin Fischer, Baird
7. Consent Agenda
 - a) Payment of Bills and Claims
 - b) Minutes from 12/11/18
 - c) Operator License (expiring June 30, 2019) for Mitchell Heimlich, Taylor Benz, Tina Fox, Angela Jesse, Trevor Gelhaar
 - d) Discharge of Firearms Application for Corey Stumpf, Firelane 12
 - e) Certificate for Payment #1- Farmers Field Park Storm Sewer in the amount of \$129,287.50 to Kruczek Construction, Inc.
 - f) Certificate for Payment #4- Rustic Lane & Hickory Drive Urbanization in the amount of \$203,340.41 to Gene Frederickson Trucking and Excavating, Inc.
 - g) Certificate for Payment #3-2018 Storm Sewer Interceptor Construction in the amount of \$247,136.75 to Peters Concrete Co.
 - h) Pay Request No. 3- Lift Station #6 in the amount of \$36,747.00 to Dorner, Inc.

- i) Change Order #1- 2018 Storm Sewer Interceptor Construction in the amount of \$24,255.63.
8. Items Removed from Consent Agenda (if any)
9. Appointments
- a) None
10. Unfinished Business from Previous Meetings for Consideration or Action
- a) None
11. New Business for Consideration or Action
- a) Res. V2019-01 Approving the Project Plan for Tax Incremental Financing District #2
 - b) Res. V2019-02 Creating Tax Incremental Financing District #2
 - c) Refund \$140.00 garbage charges
 - d) Upgrade Fire Station Lighting
 - e) Discuss Public Works Director Job Description
 - f) Facilities Study- Agreement with Integrated Public Resources**
12. Reports
- a) Calumet Co. Sheriff's Department
 - b) Zoning Permits
 - c) Harrison Fire Rescue
 - d) Treasurer's Statement of Income and Expenses
13. Closed Session- Purchase Property (Halverson); TID #1 Development Agreement (Gregorski); Settlement Agreement (VandeHey); Kaukauna Youth Baseball

Please take notice, that pursuant to Wis. Stats. §19.85(1)(e), the Board will convene in closed session to deliberate or negotiate the purchase of public property, the investment of public funds or conduct other business when competitive or bargaining reasons require a closed session. The Board will also meet to confer with legal counsel about strategy regarding current or likely litigation pursuant to Wis. Stats. §19.85(1)(g).

The Board may then reconvene in open session pursuant to Wis. Stats. §19.85(2) to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

14. Adjournment

Any person with hearing disabilities or requiring special accommodations to participate in the meeting should contact the Clerk's Office (920-989-1062) at least 24-hours prior to the meeting. This is a public meeting.

Jennifer Weyenberg, Village Clerk-Treasurer

Agenda Posted February 8, 2019 at www.harrison-wi.org and Municipal Building lobby

Amended Agenda Posted February 8, 2019 at 11:00am

Travis Parish

From: bud rusch <budrusch@sbcglobal.net>
Sent: Tuesday, January 29, 2019 11:20 AM
To: Travis Parish; Mark Mommaerts
Cc: Kevin Rusch
Subject: Jan. 21st meeting; request for reconsideration of finished road assessment

Good Morning Travis and Mark,

I would like to thank both of you for the time spent on Jan. 21st as we discussed the progress made by Rusch Development Properties LLC and our intentions to continue development of our subdivision, Kambura Acres. While weather did not allow us to accomplish as much as we had planned in 2018, we were able to complete our part as we worked with Harrison's Lift Station #6 project. This provides for future development in a growing community.

Our LLC has asked Martenson & Eisele Inc. to submit plans for the next phase of Kambura Acres, so this should be done soon.

I ask the Village of Harrison to reconsider the request for assessments of future improvements, namely curb/gutter, sidewalks and finished asphalt pavement as originally requested in our August 27, 2018 letter. I question the fairness of allowing another developer to do this but refusing our request. It should make no difference if the final road construction is asphalt or concrete, that should have no bearing on who is given the advantage of the assessment process we are discussing here.

It would also be helpful to know the exact dollar amount each lot will be assessed by Harrison to pay towards the cost of the lift station. As we contact potential buyers of lots, we need to disclose this assessment so they are aware of it.

I would appreciate the opportunity to meet with members of the Planning Commission, the Village Board or others involved in these decisions.

Thanks for your past cooperation and I look forward to working with you in the future.

Bud Rusch

Travis Parish

From: bud rusch <budrusch@sbcglobal.net>
Sent: Sunday, January 27, 2019 1:44 PM
To: Travis Parish; Mark Mommaerts
Cc: Mary Jo Miller; Kevin Rusch
Subject: Items for your consideration RE cost reimbursements requested
Attachments: Harrison's Costs, KA Phase III.docx

Hello Everyone,

Rusch Development Properties LLC has completed and paid for the construction it agreed to as a part of the Lift Station #6 Project. I believe it would be appropriate to ask the Village of Harrison to issue payment for the upsizing costs experienced by the LLC as a part of this agreement.

Martenson & Eisele Inc. submitted an estimate in June 2018 detailing the costs the LLC would be paying for which would be Harrison's responsibility. Attached please find a detail showing the actual costs paid for and how these compared to the original estimate. As shown, the difference was an additional \$699.62.

Therefore we seek approval for reimbursement in the amount of \$50,722.62 at this time.

In addition to the \$50,722.62 we ask Harrison to review and reconsider our previous request for reimbursement of the \$6,735 amount as detailed as a part of the attached communication. Should the Village Board, the Planning Commission or any other entity involved desire further detail in this regard, please contact me.

Feel free to contact Stu Hietpas at Don Hietpas and Sons Construction and J & E Construction if you need verification that they have been paid in full for the material and installation work done for us.

Give a call or reply if you have any questions.

Bud Rusch

January 26, 2019

Village of Harrison's Share, Construction Expenses, Kambura Acres III

Item #	M & E Original Estimate	Contractor' Billing	Dollar Difference
21 / 22	1912LF @\$25/LF difference	1914.5LF @\$25/LF difference	
	Result = additional 2.5LF @\$25/LF-----		\$ 62.50
28	120' Riser @\$50/ft.	108.5' Riser @\$50/ft.	
	Result = 11.5' less @\$50/ft.-----		\$ (575.00)
23	183' Sanitary Manhole	204' Actually Installed/Paid For	
	Result = additional 21' at cost to village at \$57.72/ft.-----		\$ 1212.12
24	No difference in this area-----		\$ - 0 -
-----Total Difference, M&E Estimate vs. Actual Costs Paid-----			\$ 699.62

Original Estimate, June 2018, Compiled by M&E ----- \$ 50,023.00

Adding differences shown above to the \$50,023.00 then totals----- \$ 50,722.62

Request for Harrison to Reconsider Previous Reimbursement Request

The above does not include the costs difference of \$6,735 for (1) upsizing to 10" water main (item 13 of original bid, 995' at \$3/ft.) and (2) the difference of costs of 5 water valves at \$750/valve (see items 14/15 of original bid). This "upsizing" would not have been a necessity as a part of Kambura Acres development, but necessary because of future development unrelated to our subdivision.

The code which Waverly Sanitary District had used, and which Harrison Utilities continues to use, states that there will be no reimbursement for upsizing until the pipe size increases above 10" in diameter. This was Harrison's reason for not reimbursing Rusch Development Properties LLC in a previous decision.

While that is the code, I do not believe it should apply here. The agreement entered into with Harrison was this: " Harrison would pay for the upsizing not required for the Kambura Acres Subdivision". Clearly the \$6,735 reimbursement is a justified request and should have been included in Martenson and Eisele's original calculations.



APPLICATION FOR LICENSE TO SERVE FERMENTED MALT BEVERAGES AND INTOXICATING LIQUORS

Village of Harrison, Wisconsin

To the Board of the Village of Harrison, WI:

I hereby apply for a license to serve, from date hereof to June 30, 2019, inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors, subject to the limitation imposed by Section 125 of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the sale of such beverages and liquors if a license be granted to me.

I understand that any falsification, omissions, or misleading information on this application is grounds for denial of my license application or revocation of any license issued.

Last Name: Jesse First Name: Angela Middle I: M
 Street Address: ~~3800~~ 3930 Oregon St City: Oshkosh Zip: 54902
 Day Phone: 920 574 7490 #12 Evening Phone: 920 574 7490
 Date of Birth: _____ Where will you be working?: Blu Sapphires
 Driver's License Number: _____

Do you currently hold or have held an operator's license within the last 2 years? YES / NO

If yes, please list the municipality which issued your license: _____

List any offenses you have been convicted of in the last 5 years which were felony, misdemeanor, or local ordinance. Include juvenile convictions and alcohol related traffic violations (drunk driving, open intoxicant in vehicle, etc.) Failure of full disclosure may prohibit approval of license.

Violation	County or Municipality	Approximate Date
Parking ticket	Winnebago	12-2018

WITNESS SIGNATURE:

Subscribed and sworn to before me this 4th day of Feb 2018/19

Caro Kraus

Witness Signature

Witness Address: Village Hall

Angela Jesse 2.4.19
 Applicant Signature Date

Office Use Only: \$35.00 Background Check
 Reported to the Board: Course Completion

\$35 cash + \$15 cc prov.



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Request Date: 2/4/2019

Report Date: 2/4/2019

This criminal background check was performed by searching the following data submitted to the Crime Information Bureau

Name: **JESSE, ANGELA M**

Date of Birth: **5/29/1992**

Alias Names:

NOTICE TO EMPLOYERS

It may be a violation of state law to discriminate against a job applicant because of an arrest or conviction record. Generally speaking, an employer may refuse to hire an applicant on the basis of a conviction record only if the circumstances of the offense for which the applicant was convicted substantially relate to the circumstances of the particular job. For more information, see [Statute 111.335](#) and the Department of Workforce Development's publication, *Arrest and Conviction Records Under the Law*.

Before you make a final decision adverse to an applicant based on the following arrest record, in addition to any other opportunity you offer the applicant to explain the following arrest record, please notify the applicant of:

1. His or her right to challenge the accuracy and completeness of any information contained in a arrest record, and
2. The process for submitting a challenge

The applicant should submit his or her challenge to CIB on Form DJ-LE-247. Form DJ-LE-247 is available free of charge on [The Department of Justice website](#) or by calling [\(608\) 266-7314](#). A challenge may include a request for comparison of the fingerprints of the person submitting the challenge to the fingerprints on file that are associated with the Wisconsin arrest record below.

NO RECORD FOUND

An arrest record search based only on a name, date of birth, and other identifying data that is not unique to a particular person (like "sex" or "race") may result in:

1. Identification of criminal history records for multiple persons as potential matches for the identifying data submitted, or
2. Identification of an arrest history record belonging to a person whose identifying information is similar in some way to the identifying data that was submitted to be searched, but is not the same person whose identifying data was submitted for searching. The Crime Information Bureau



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To the Board of the Village of Harrison, WI:

I hereby apply for a license to serve, from date hereof to June 30, 2019, inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors, subject to the limitation imposed by Section 125 of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the sale of such beverages and liquors if a license be granted to me.

I understand that any falsification, omissions, or misleading information on this application is grounds for denial of my license application or revocation of any license issued.

Last Name: Gellhaar First Name: Trevor Middle I: P
Street Address: N8106 Stommel Rd City: Sherwood Zip: 54169
Day Phone: 920 419-2045 Evening Phone: Same
Date of Birth: Where will you be working?: Bobbers
Driver's License Number:

Do you currently hold or have held an operator's license within the last 2 years? YES / (NO)

If yes, please list the municipality which issued your license:

List any offenses you have been convicted of in the last 5 years which were felony, misdemeanor, or local ordinance. Include juvenile convictions and alcohol related traffic violations (drunk driving, open intoxicant in vehicle, etc.) Failure of full disclosure may prohibit approval of license.

Table with 3 columns: Violation, County or Municipality, Approximate Date

WITNESS SIGNATURE:

Subscribed and sworn to before me this 31st day of Jan 2019.

Witness Signature

Witness Address: Village Hall

X [Signature] Jan 31 2019
Applicant Signature Date

Office Use Only: \$35.00 + \$15 Prov. Background Check Course Completion



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Request Date: **1/31/2019**

Report Date: **1/31/2019**

This criminal background check was performed by searching the following data submitted to the Crime Information Bureau

Name: **GELHAAR, TREVOR P**

Date of Birth: **6/25/1983**

Alias Names:

NOTICE TO EMPLOYERS

It may be a violation of state law to discriminate against a job applicant because of an arrest or conviction record. Generally speaking, an employer may refuse to hire an applicant on the basis of a conviction record only if the circumstances of the offense for which the applicant was convicted substantially relate to the circumstances of the particular job. For more information, see [Statute 111.335](#) and the Department of Workforce Development's publication, *Arrest and Conviction Records Under the Law*.

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2. The process for submitting a challenge

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1. Identification of criminal history records for multiple persons as potential matches for the identifying data submitted, or
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VILLAGE BOARD MEETING

VILLAGE OF HARRISON

Date: February 12th, 2019

Title:

Facilities Study – Agreement with Integrated Public Resources

Issue:

Should the Village of Harrison enter into an agreement with Integrated Public Resources to conduct a facilities study?

Background and Additional Information:

The Village of Harrison has a need to construct a municipal complex which would include a new fire station and village hall. In order to begin this process, it is important for the Village to determine what type of facilities would be needed.

Intergrated Public Resources has proposed to conduct this study on behalf of the Village to determine future facilities needs. They have proposed two options:

Option 1: This option would include an assessment of the current facilities. It would also provide conceptual plans for proposed additions to, or replacement of facilities. The cost of this option is \$48,300.00

Option 2: This option would not include the assessment of the current facilities. The cost for this option is \$32,200.00

Budget/Financial Impact:

Approximately \$50,000 was budgeted for in the 2019 budget for a facilities study.

Recommendation:

Staff recommends approval of option 1.

Attachments:

Agreement for Professional Services Option 1.
Agreement for Professional Services Option 2.



AGREEMENT For PROFESSIONAL SERVICES

Village of Harrison
Attn: Travis Parish, Village Manager
W5298 Hwy 114
Harrison, WI 54952

Date: January 25, 2019

McM. No. TBD

PROJECT DESCRIPTION:

The intention of this agreement is to serve as a place holder with the potential for rolling this cost into a lease payment. Integrated Public Resources, LLC (IPR) will pay for and hold the cost of this study until the Village of Harrison decides to move forward with an IPR (P3) project delivery method. If the Village elects to either move forward with the project in a traditional manner, or decides to not pursue the project, IPR will send an invoice for the total amount of this contract. If the Village elects an IPR project delivery method the cost will be rolled into the lease and spread out over the amount of years elected by the Village.

The Village of Harrison has experienced steady growth and would like to assess their existing facilities and project their future needs with a goal toward developing a Master Plan for future Village facilities. The facilities to be included in the study include:

- Village Hall, including community and administrative space
- Public Works
- Fire Station(s)
- Future Police Facility
- Harrison Utilities

The study will provide a summary assessment of the condition of each of the current buildings, projected programmatic and space needs for each of the uses, conceptual block floor plan for proposed additions to, or replacement of a facility, associated conceptual site plan, and associated budget cost opinion for each. Based upon preliminary discussions with the Village, it is assumed there will be a new Village Hall / Fire Station (possibly with other programmatic pieces) as part of the plan.

The Village completed a Village Center Plan in 2017 which outlines goals for future developments in the Village, which will guide placement of potential new facilities.

SCOPE OF SERVICES:

The Design Scope provided in this proposal includes:

1. Assessment of Existing Facilities:

- a. Walk through each facility listed above to assess current conditions. Representatives from McMahon Associates, Inc. (McMAHON) will tour existing buildings with the Village facilities manager of each building to gather their current concerns as well as make visual observations of the building components:
 - 1) Architectural
 - ✓ Building envelope
 - ✓ Interior condition
 - ✓ Life safety (building code items)
 - ✓ Accessibility
 - 2) Structural
 - ✓ Note structural concerns

SCOPE OF SERVICES *continued:*

- 3) HVAC, Electrical, Plumbing
 - ✓ Current condition
 - ✓ Life expectancy
 - ✓ Building code compliance
- 4) Civil
 - ✓ Current condition

b. Develop a conceptual cost opinion to make corrections.

Compile an Existing Building Assessment Report

2. Program Verification

a. Meet with Village officials to verify anticipated programmatic requirements for each of the facilities listed above.

- 1) Discuss current programmatic deficiencies.
- 2) Anticipated future needs.

b. Compile a draft program statement for each of the facilities along with a space needs summary.

c. Review the draft program statements with Village officials and make adjustments.

d. Publish approved program statement and space needs for each of the facilities.

3. Master Plan Development

a. Develop preliminary conceptual master plan, with potential options, for the facilities listed above.

- 1) Rough building footprint(s) located on a site plan with associated required site development. Footprints may indicate new building construction, additions or buildings to be remodeled.
 - ✓ Based upon discussions to date it is anticipated that the plan will include a new village hall with attached fire station and designed for potential future expansion.

b. Develop associated conceptual budgets.

c. Meet Village officials to review and refine the Master plan. At this meeting we anticipate that the preferred Master plan direction will be determined.

4. Master Plan Refinement

a. Refine the Master Plan and refine the Budget cost for each facility. The budget will be based on square foot costs and historical data, but will not be a detailed cost analysis. Meet with village officials to review the final proposed plan and budgets. Discuss and refine requirements for proposed Village Hall.

5. Develop a Conceptual Design for the new Village Hall/ Fire Station Complex.

- a. Create a conceptual floor plan and exterior elevation
- b. Meet with village staff to review and refine
- c. Finalize the conceptual plan and provide one colored rendering of the exterior.

6. Final Report

a. Package the Facility Study including the Existing Building Assessment, Facility Master Plan and budget, and Village Hall/ Fire Station conceptual design in the form of a bound 8 ½" x 11" bound document.

7. Present to the Village Board

- a. Assist Village staff in presenting the study to the Village Board.
 - 1) Provide electronic (pdf) documents for display during the board meeting.
 - 2) Answer questions about the study during the board meeting.

SCOPE OF SERVICES *continued:*

EXCLUSIONS

This proposal does not include the following: geotechnical consulting; storm water management design; soil borings; detailed documentation of existing buildings or site utilities; site surveys, detailed design.

DELIVERABLES

Study deliverables include:

- ✓ One electronic copy of the Final Report

SPECIAL TERMS: (Refer Also To General Terms & Conditions - Attached)

The Village of Harrison agrees that the Project Description, Scope of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of the McMahon Group of Companies.

COMPENSATION: (Does Not Include Permit Or Approval Fees)

McMAHON agrees to provide the Scope Of Services described above for the following compensation:

- For the Study as described in this Proposal (Lump Sum).....\$48,300.00
- Reimbursable Expenses (Time & Expense)..... \$400.00 (est.)

Reimbursable expenses include photocopies, postage and delivery charges, photography, and mileage.

Additional colored renderings can be provided on a Time & Expense basis.

Please see the attached General Terms and Conditions which will be considered a part of this agreement.

COMPLETION SCHEDULE: McMahon Associates, Inc. agrees to complete this project as follows:

We are prepared to begin immediately and will work with you establish a delivery schedule that meets your timeline.

ACCEPTANCE:

The General Terms and Conditions and the Scope of Services (Defined in the above agreement) are Accepted, and Integrated Public Resources, LLC is Hearby Authorized to Proceed with the Services.

The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement.

<p>VILLAGE OF HARRISON Harrison, Wisconsin</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>IPR, LLC Neenah, Wisconsin</p> <p>By: _____</p> <p>Title: TJ Lamers Vice President</p> <p>By: _____</p> <p>Title: Michael J. McMahon, AIA, NCARB Exec. Vice President / Senior Architect</p> <p>Date: _____</p>
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Please Return One Copy For Our Records
 Street Address: 1445 McMAHON DRIVE - NEENAH, WI 54956
 Mailing Address: P.O. Box 1025 - NEENAH, WI 54957-1025
 PH 920-751-4200 ▪ FX 920-751-4284 ▪ WWW.MCMGRP.COM



AGREEMENT
For PROFESSIONAL SERVICES

Village of Harrison
Attn: Travis Parish, Village Manager
W5298 Hwy 114
Harrison, WI 54952

Date: January 25, 2019

Alt: February 1, 2019

McM. No. TBD

PROJECT DESCRIPTION:

The intention of this agreement is to serve as a place holder with the potential for rolling this cost into a lease payment. Integrated Public Resources, LLC (IPR) will pay for and hold the cost of this study until the Village of Harrison decides to move forward with an IPR (P3) project delivery method. If the Village elects to either move forward with the project in a traditional manner, or decides to not pursue the project, IPR will send an invoice for the total amount of this contract. If the Village elects an IPR project delivery method the cost will be rolled into the lease and spread out over the amount of years elected by the Village.

The Village of Harrison has experienced steady growth and would like to assess their existing facilities and project their future needs with a goal toward developing a Master Plan for future Village facilities. The facilities to be included in the study include:

- Village Hall, including community and administrative space
- Public Works
- Fire Station
- Future Police Facility
- Harrison Utilities

The study will provide a summary of projected programmatic and space needs for each of the uses, a conceptual floor plan for new facilities on a new combined campus, associated conceptual site plan, and associated budget cost opinion.

The Village completed a Village Center Plan in 2017 which outlines goals for future developments in the Village, which will guide placement of potential new facilities.

SCOPE OF SERVICES:

The Design Scope provided in this proposal includes:

1. Program Verification

- a. Meet with Village officials to verify anticipated programmatic requirements for each of the facilities listed above.
 - 1) Discuss current programmatic deficiencies.
 - 2) Anticipated future needs.
- b. Compile a draft program statement for each of the facilities along with a space needs summary.
- c. Review the draft program statements with Village officials and make adjustments.
- d. Publish approved program statement and space needs for each of the facilities.

SCOPE OF SERVICES *continued:*

2. Master Plan Development

a. Develop preliminary conceptual master plan, with potential options, for the facilities listed above.

1) Rough building footprint(s) located on a site plan with associated required site development.

✓ Based upon discussions to date it is anticipated that the plan will include a new village hall with attached fire station and designed for potential future expansion.

b. Develop associated conceptual budgets.

c. Meet Village officials to review and refine the Master plan. At this meeting we anticipate that the preferred Master plan direction will be determined.

3. Master Plan Refinement

a. Refine the Master Plan and refine the Budget cost for each portion of the facility. The budget will be based on square foot costs and historical data, but will not be a detailed cost analysis. Meet with village officials to review the final proposed plan and budgets. Discuss and refine requirements for proposed Village Hall.

4. Develop a Conceptual Design for the new Village Hall/ Fire Station Complex.

a. Create a conceptual floor plan and exterior elevation.

b. Meet with village staff to review and refine.

c. Finalize the conceptual plan and provide one colored rendering of the exterior.

5. Final Report

a. Package the Facility Study including the Program Statement / Space Needs Summary, Facility Master Plan and budget, and Village Hall/ Fire Station conceptual design in the form of a bound 8 ½" x 11" bound document.

6. Present to the Village Board

a. Assist Village staff in presenting the study to the Village Board.

1) Provide electronic (pdf) documents for display during the board meeting.

2) Answer questions about the study during the board meeting.

EXCLUSIONS

This proposal does not include the following: geotechnical consulting; storm water management design; soil borings; detailed documentation of existing buildings or site utilities; site surveys, detailed design.

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Study deliverables include:

✓ One electronic copy of the Final Report

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The Village of Harrison agrees that the Project Description, Scope of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of the McMahon Group of Companies.

COMPENSATION: (Does Not Include Permit Or Approval Fees)

McMAHON agrees to provide the Scope Of Services described above for the following compensation:

- For the Study as Described in this Proposal (Lump Sum) \$32,200.00
- Reimbursable Expenses (Time & Expense) \$250.00 (est.)

Reimbursable expenses include photocopies, postage and delivery charges, photography, and mileage.

Additional colored renderings can be provided on a Time & Expense basis.

Please see the attached General Terms and Conditions which will be considered a part of this agreement.

COMPLETION SCHEDULE: McMahan Associates, Inc. agrees to complete this project as follows:

We are prepared to begin immediately and will work with you establish a delivery schedule that meets your timeline.

ACCEPTANCE:


The General Terms and Conditions and the Scope of Services (Defined in the above agreement) are Accepted, and Integrated Public Resources, LLC is Hearby Authorized to Proceed with the Services.


The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement.

VILLAGE OF HARRISON
Harrison, Wisconsin

IPR, LLC
Neenah, Wisconsin

By: _____
Title: _____
Date: _____

By:  _____
 Title: TJ Lamers
 Vice President

By:  _____
 Title: Michael J. McMahon, AIA, NCARB
 Exec Vice President / Senior Architect

Date: FEB 1, 2019

Please Return One Copy For Our Records
Street Address: 1445 McMAHON DRIVE - NEENAH, WI 54956
Mailing Address: P.O. Box 1025 - NEENAH, WI 54957-1025
PH 920-751-4200 ▪ FX 920-751-4284 ▪ WWW.MCMGRP.COM



**INTEGRATED PUBLIC RESOURCES, LLC
GENERAL TERMS & CONDITIONS**

Revised: January 5, 2016

1. Integrated Public Resources, LLC (IPR) will bill the Owner monthly with net payment due in fifteen (15) days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, IPR may, after giving forty-eight (48) hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by IPR to collect monies due IPR
2. The stated costs and scope of work constitute our best estimate of the costs and tasks required to perform the work as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or project development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the project scope. IPR will promptly inform the Owner in writing of such situations so that changes in this Agreement can be negotiated as required.
3. The stipulated cost is firm for acceptance by the Owner thirty (30) days from date of the agreement publication.
4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.
5. Reimbursable expenses incurred by IPR in the interest of the project including, but not limited to, equipment rental and testing will be billed to the Owner at invoice cost plus 10%.
6. McMahon, Inc., as a subcontractor to IPR will maintain insurance coverage in the following amounts:

General Liability		
- Bodily Injury -	- Property Damage Per Incident -	\$1,000,000
	- Annual Aggregate	\$2,000,000
Automobile Liability		
Bodily Injury		\$1,000,000
Property Damage		\$1,000,000
Excess Liability Coverage		\$5,000,000

If the Owner requires coverages or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. IPR's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to such insurance coverages and amounts.

7. Any Opinion Of Probable Cost requires full underground investigations. If, at the Owners option, underground characterization is not completed, the Owner shall bear the cost of unforeseen conditions not covered by contingencies attached to the Opinion Of Probable Cost.
8. When IPR, subsequent to execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed cost only after the Owner has been notified and agrees to these costs.
9. The Owner agrees to provide such legal, accounting, and insurance counseling services as may be required for the project for the Owner's behalf. All unresolved claims, disputes and other matters in question between the Owner and IPR shall be submitted to mediation.
10. Termination of this Agreement by the Owner or IPR shall be effective upon seven (7) days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between IPR and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, IPR may, upon seven (7) days written notice suspend its services without further obligation or liability to the Owner unless, within such seven (7) day period the Owner remedies such violation to the reasonable satisfaction of IPR
11. Re-use of any documents or Auto-CAD representations pertaining to this project by the Owner or extensions of this project or on any other project shall be at the Owner's risk and the Owner agrees to defend, indemnify, and hold harmless IPR from all claims, damages, and expenses including attorney's fees arising out of such re-use of the documents or Auto-CAD representations by the Owner or by others acting through the Owner.
12. Purchase Orders - In the event Owner issues a purchase order or other instrument related to the project, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order or other similar instrument, it is understood and agreed that IPR shall indicate the purchase order number on the invoices sent to the Owner.
13. IPR will provide all work in accordance with generally accepted industry practices. IPR will not provide or offer to provide work inconsistent with or contrary to such practices. Similarly, IPR will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of work subsequent to receipt, of any such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
14. IPR intends to serve as the Owner's representative for work as defined in this Agreement and to provide advice and consultation to the Owner.
15. The Owner shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use by the Owner. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. IPR shall have no responsibility for such issues or resulting damages.



REIMBURSABLE EXPENSES SCHEDULE | 2019

McMAHON ASSOCIATES, INC.

Issued: JANUARY 3, 2019

DESCRIPTION	RATE
REIMBURSABLE EXPENSES:	
Commercial Travel	1.1 of Cost
Delivery & Shipping	1.1 of Cost
Meals & Lodging	1.1 of Cost
Review & Submittal Fees	1.1 of Cost
Outside Consultants	1.12 of Cost
Photographs & Models	1.1 of Cost
Misc. Reimbursable Expenses & Project Supplies	1.1 of Cost
Terrestrial Laser Scanner	\$1,200.00/Day
Terrestrial Laser Scanner	\$600.00/½-day
REIMBURSABLE UNITS:	
Large Format Paper Copies:	
Black & White:	
▪ Up To 24" x 30"	\$0.60/Sheet
▪ 24" x 36"	\$0.70/Sheet
▪ 30" x 42"	\$1.00/Sheet
▪ 36" x 48"	\$1.35/Sheet
Color:	
▪ Color - 17" x 22"	\$5.00/sheet
▪ Color - 22" x 34"	\$10.00/sheet
▪ Color - 24" x 36"	\$10.00/Sheet
▪ Color - 36" x 48"	\$20.00/Sheet
Photocopy Charges - Black & White	\$0.07/Image
Photocopy Charges - Color / 8½" x 11"	\$0.45/Image
Photocopy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Mileage	\$.65/Mile
Mileage - Truck/Van	\$0.85/Mile
All-Terrain Vehicle	\$60.00/Day
Global Positioning System (GPS)	\$21.00/Hour
Global Positioning System (GPS) Mobilization	\$100/Each
Hand-Held Global Positioning System (GPS)	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.30/Each
Survey Lath	\$0.52/Each
Survey Paint	\$4.50/Can
Survey Ribbon	\$2.00/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.00/Each
Survey Rebars - 5/8"	\$2.50/Each
Survey Iron Pipe - 1"	\$2.75/Each
Survey Plastic or Fiberglass Fence Post - 1"	\$2.75/Each
Survey Steel Fence Post - 1"	\$4.25/Each
Control Spikes	\$1.00/Each

W:\WP\Administrative\McM-All Offices\2019-2019 McM (Reimbursable Expenses Schedule).docx

**NEENAH, WISCONSIN
CORPORATE HEADQUARTERS**

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956

Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025
Ph 920.751.4200 | Fax 920.751.4284

Email: MCM@MCMGRP.COM
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD
MACHESNEY PARK, IL 61115
Ph 815.636.9590 | Fax 815.636.9591
Email: MCMAHON@MCMGRP.NET
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2
VALPARAISO, IN 46385
Ph 219.462.7743 | Fax 219.464.8248
Email: MCM@MCMGRP-IN.COM
Web: WWW.MCMGRP.COM