

**RESOLUTION NO. 2022-09
(2-16-2022)**

**A RESOLUTION BY THE PUBLIC WORKS & CAPITAL IMPROVEMENTS
AND STORM AND WASTEWATER COMMITTEE OF THE VILLAGE OF
STURTEVANT AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
WITH COMMUNITY PLANNING & CONSULTING, LLC FOR A
COMPREHENSIVE OUTDOOR RECREATION PLAN FOR THE VILLAGE OF
STURTEVANT**

WHEREAS, Community Planning & Consulting, LLC submitted a Professional Services Agreement for the Outdoor Recreation Plan; and

WHEREAS, the Village is satisfied with the Proposal from Community Planning & Consulting, LLC; and


WHEREAS, at this time the Village would like to proceed with the 2022 Comprehensive Outdoor Recreation Plan.

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. That Community Planning & Consulting, LLC is authorized to proceed with the Project at a cost not to exceed \$11,000.00
2. That the funds for said work shall be taken from account 215-57210-810.
3. That the Village President and Village Clerk are authorized to execute contracts, agreements or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 16th day of February 2022

Village of Sturtevant

By 
Michael Rosenbaum, President

Attest 
Cheryl Zamecnik, Village Clerk

Village of Sturtevant
Planning Services Agreement

This Agreement is entered into between the **Village of Sturtevant, Racine County, Wisconsin** (Client) and **Community Planning & Consulting, LLC**. (Consultant), for the following purposes:

- A. Provide the Client with professional planning services to aid in the preparation of the *Village of Sturtevant Comprehensive Outdoor Recreation Plan* (the CORP).
- B. Provide any additional services as agreed to by the Client and Consultant and as administered under amendments to this Agreement.

In consideration of the promises contained in this Agreement, the Client and Consultant agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the date of execution by the Village President.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wisconsin.

ARTICLE 3 - SCOPE OF SERVICES

- A. Consultant shall provide the following services in performance of the Agreement. All meetings shall be held virtually unless otherwise agreed to by Client and Consultant.
 - 1. Initial Meeting with Parks Committee and Village staff.
 - 2. Develop and activate online Park & Recreation Survey Instrument.
 - 3. Facilitate Community Engagement Session.
 - 4. Develop and activate online Visual Preference Survey instrument.
 - 5. Prepare first draft CORP and CORP map.
 - 6. Present the first draft CORP to Parks Committee, Village Board, and general public.
 - 7. Prepare amended first draft CORP and amended first draft CORP map.
 - 8. Prepare final CORP for adoption by Village Board.
 - 9. Deliver final CORP to Client.
- B. The following products or services are not included under the terms of this Agreement, but may be included if agreed to by Client and Consultant through subsequent Task Order amendments to this Agreement:
 - 1. All costs associated with securing required mapping data.
 - 2. All costs associated with selected online survey platform (as applicable).
 - 3. All costs associated with public notification and physical distribution of Park & Recreation Survey and Visual Preference Surveys (hereafter, Surveys).
 - 4. Tabulation of paper copies of Surveys, billed at \$98.00 per hour.
 - 5. Preparation of additional drafts of CORP and CORP map.
 - 6. First Draft Working Session, as described in Proposal.
 - 7. Additional meetings, beyond those identified in Article 3.A agreed to by Client and Consultant and billed at a rate of \$23.75 per fifteen-minute increment.
 - 8. Print copies of the final adopted CORP or CORP Map, at costs to be determined by Client and Consultant.

Village of Sturtevant Planning Services Agreement

ARTICLE 4 – CLIENT RESPONSIBILITIES

Client shall perform and/or provide the following in a timely manner so as not to delay the services of Consultant. Unless otherwise provided in this Agreement or through subsequent amendments to this Agreement, Client shall bear all costs associated with the provision of the following:

- A. Copies of any applicable plans, studies, or similar documents relevant to the CORP development process, in Word or unprotected PDF format.
- B. Access to the GIS data files necessary to prepare CORP map.
- C. Appropriation/provision of adequate facilities for meetings.
- D. Any other products or services not listed under Article 3.A or Article 3.B of this Agreement, unless otherwise agreed to by Client and Consultant.

ARTICLE 5 - SCHEDULE

Consultant anticipates a six-month planning process beginning from date of Initial Meeting, contingent upon Client meeting scheduling and the Scope of Services described in Article 3 of this Agreement. Consultant shall perform the services and deliver the related documents in sufficient time to meet Client meeting deadlines.

ARTICLE 6 – COMPENSATION

In return for the performance of the foregoing obligations, Client shall pay to Consultant on a fixed-fee basis for services listed in Article 3.A of this Agreement an amount not to exceed \$8,418, as presented on page 10 of Proposal, excluding any costs associated with tabulating Surveys, meetings lasting longer than two hours, and additional meetings as requested by Client.

The Consultant shall submit invoices to the Client on or about the first of each month for billable hours accrued during the prior month. Client agrees to pay Consultant within 30 days of receipt of monthly invoices. Compensation for Additional Services (if any) shall be paid by Client to Consultant on the same basis as stated above, or as otherwise agreed to when authorized through subsequent amendments to this Agreement.

ARTICLE 8 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Scope of Services presented in Article 3 of this Agreement as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Scope of Services.

ARTICLE 9 - INDEMNIFICATION AND LIABILITY

- A. Indemnification. Consultant agrees to indemnify and hold the Client harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent that such judgments, losses, damages, or expenses are caused by the Consultant's negligent acts, errors, or omissions arising out of its performance of the Services. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and the Client, they shall be borne by each party in proportion to its own negligence.
- B. Limitation of Liability. To the fullest extent permitted by law, the total aggregate liability of the Consultant and its sub-consultants to the Client for all judgments, losses, damages, and expenses resulting in any way from the performance of the Services shall not exceed the total compensation actually received by Consultant for Services completed under this Agreement.

Village of Sturtevant
Planning Services Agreement

- C. Consequential Damages. To the fullest extent permitted by law, Consultant shall not be liable to the Client for any consequential damages resulting in any way from the performance of the Services.
- D. Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 10 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, planning documents, drawings, maps, and other materials prepared by Consultant and furnished to the Client as part of the Services shall become the property of the Client; provided, however, that Consultant shall have the unrestricted right to their use.

ARTICLE 11 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon thirty (30) days written notice.

ARTICLE 12 - NOTICES

Any notice required by this Agreement shall be made in writing to the following:

Client:	Jack Feiner, Public Works Manager Village of Sturtevant 2801 89 th Street Sturtevant, WI 53177 Tel: 262.886.7202 Email: feinerj@sturtevant-wi.gov
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Consultant:	Jeffrey Sanders, Principal Community Planning & Consulting, LLC. 1007 N. Leminwah St Appleton, WI 54911 Tel: 920.309.0721 Email: jeffs@communityplanningandconsulting.com
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Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Client and Consultant.

ARTICLE 13 - DISPUTES

- A. In the event of a dispute between the Client and Consultant arising out of or related to this Agreement, or any Task Order, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a duly appointed representative to meet to resolve the dispute by direct negotiation. Should such negotiation or mediation fail to resolve the dispute, the Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.
- B. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 14 - EQUAL EMPLOYMENT OPPORTUNITY

The Consultant hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations.

Village of Sturtevant
Planning Services Agreement

ARTICLE 15 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision, of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order under this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The Client and Consultant further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 16 - INTEGRATION

This Agreement represents the entire and integrated agreement between the Client and Consultant. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 17 - ASSIGNMENT

Neither Client nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party.

ARTICLE 18 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of the Client and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Client and Consultant.

ARTICLE 19 - AMENDMENTS TO THIS AGREEMENT

This agreement may be amended for any reason upon the mutual agreement of both parties in writing.

IN WITNESS WHEREOF, the Client and Consultant have executed this Agreement.

VILLAGE OF STURTEVANT, RACINE COUNTY, WI (CLIENT)



Mike Rosenbaum
Village President

Date

2/23/2022

As approved on Resolution 2022-09

COMMUNITY PLANNING 7 CONSULTING, LLC (CONSULTANT)



Jeffrey B. Sanders
Principal

Date February 17, 2022