

**RESOLUTION NO. 2023-34  
(8-15-2023)****A RESOLUTION BY THE ADMINISTRATION, PERSONNEL, POLICY AND  
LEGAL COMMITTEE OF THE VILLAGE OF STURTEVANT AUTHORIZING A  
TIME AND EXPENSE PROFESSIONAL SERVICES AGREEMENT WITH  
COMMUNITY PLANNING & CONSULTING FOR ZONING ADMINISTRATION**

WHEREAS, Community Planning & Consulting submitted a Time and Expense Professional Services Agreement; and

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

WHEREAS, at this time the Village would like to proceed with the Time and Expense Professional Services Agreement.


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

1. That Community Planning & Consulting is authorized to proceed with a Time and Expense cost to be billed per project and subject to final review and approval by the DPW Manager.
2. That the funds for said work shall be taken from the account which is applicable to the project.
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 15th day of August 2023

Village of Sturtevant

By   
Michael Rosenbaum, President

Attest   
Cheryl Zamecnik, Village Clerk



## Introduction

Community Planning & Consulting is pleased to submit this proposal to provide zoning administration for the Village of Sturtevant. Jeff Sanders, CPC's owner, has been assisting Wisconsin municipalities in achieving their planning and development goals for more than twenty-five years. During that time, he has authored nearly forty zoning and land division ordinances and has served as a zoning administrator or planning & zoning advisor for more than a dozen municipalities.

As a small firm competing in a market with much larger companies, it is incumbent that CPC establish a ***stronger, more personal relationship*** with our clients than our larger competitors are able to achieve. We are committed to providing our clients with the tools necessary to achieve their short- and long-term planning and development goals.



## Zoning Administration

As your on-call Zoning Administrator, CPC will:

- Review all applications under the zoning ordinance and subdivision ordinance, and prepare written reports with my recommendations to approve, approve conditionally, or deny, as applicable.
- Attend all Plan Commission, Village Board, and Board of Appeals meetings, in-person or virtually, as requested and when needed.
- Be available by phone or email to all applicants for Village permits or approvals; onsite on a case-by-case and as-needed basis.
- When requested, represent the Village in meetings with landowners, developers, neighboring communities, Racine County, Southeast Wisconsin Regional Plan Commission, and other local, regional, and state agencies.
- Exhibit professionalism and act with fairness and integrity in all matters related to the Village, its residents and business owners, staff, and appointed and elected officials.
- Maintain strict compliance with Wisconsin Open Records Laws.

CPC's on-call billing rate is \$91 per hour.



## Statement of Qualifications

During three decades as a municipal planner, I have:

- Drafted or updated more than 40 land use ordinances.
- Authored 51 comprehensive land use plans.
- Written nearly 1,000 staff reports in review of CSMs, plats, rezones, site plans, appeals & variances, and the like.
- Facilitated more than 700 community meetings.
- Assisted hundreds of homeowners, landowners, business owners, developers, contractors, and surveyors through the development application, review, and decision process.

Please refer to 'Municipal Planning Experience' beginning on page 5 and 'Professional Resume' on page 7 for additional qualifications.

## Synopsis: Village of Denmark Zoning Administrator

CPC is the zoning administrator for the Village of Denmark in Brown County. Located 20 miles south of Green Bay on I-43, Denmark hosts a population of 2,500 persons and a diversity of land uses belying its size. The Village has administered zoning and land division regulations since the early 1970s. Base zoning includes multiple residential, commercial, and manufacturing districts in addition to institutional conservancy, and planned development districts. The recently adopted comprehensive plan and an extensive site plan design and review process guides development.

CPC's responsibilities include:

- Administering the land division and zoning ordinances.
- Serving as the primary contact on all matters associated with land use and zoning.
- Assisting landowners, business owners, and developers through the process of land development and redevelopment.
- Maintaining detailed phone logs and email records of all interactions with Village officials and the general public.
- Reviewing all applications under the land division and zoning ordinance; making recommendations, via written staff reports, to the Plan Commission, Village Board, and Board of Appeals.
- Authoring and issuing conditional use, sign, and site plan permits, among others.
- Enforcing the Village code, in collaboration with the Village Attorney.
- Updating ordinances and the comprehensive plan as necessary.
- Advising the Village Board, Board of Appeals, Plan Commission, and Village Clerk.
- Attending monthly Plan Commission meetings; Town Board and Board of Appeals meetings as needed.



CPC's agreement with Denmark is an on-call contract billed at \$91.00 per hour. Costs associated with the review of development applications are billed to the Village, then passed along to the applicant as a professional review fee. All other costs associated with the position are borne by the general fund.

## Samples of Work Product

Included with this proposal, please find the following samples of recent reports prepared for CPC clients:

- Cedar Community Site Plan. Town of West Bend, Washington County. May 2022.
- Denmark Elementary School Site Plan. Village of Denmark, Brown County. June 2023.
- RISE Commercial Conditional Use Permit. Town of Polk, Washington County. February 2023.
- Cedar Creek Estates Preliminary Plat. Town of Polk, Washington County. June 2021.
- Cobblestone Hotel & Suites Variance. Village of Denmark, Brown County. June 2023.
- Farrell Single-family Dwelling. Village of Denmark, Brown County. February 2023.
- Village Hall Sign Permit. Village of Denmark, Brown County. July 2023.
- Stein Pool Permit. Village of Denmark, Brown County. May 2023.
- VanVonderen Fence Permit. Village of Denmark, Brown County. April 2023.

## Professional References

James Danaher, Municipal Attorney  
Schloemer Law  
Phone: 262.334.3471  
Email: jrd@schloemerlaw.com

Aaron Jenson, City Administrator  
City of Waupaca, Waupaca Co.  
Phone: 715.942.9911  
Email: ajenson@cityofwaupaca.org

Albert Schulteis, Chairman  
Town of Polk  
Phone: 262.853.8185  
Email: albert.schulteis@townofpolk-wi.gov

Holly Stevens, Clerk / Zoning Administrator  
Town of Winchester  
Phone: 920.836.2948  
Email: clerk@townofwinchesterwi.com

Michael Holz, Plan Commission Chair  
Town of West Bend, Washington Co.  
Phone: 262.385.1050  
Email: aholz001@yahoo.com

Matt Parmentier, Municipal Attorney  
Dempsey Law  
Phone: 920.309.1739  
Email: MBP@dempseylaw.com

Susan Selner, Village President  
Village of Denmark  
Phone: 920.863.6821  
Email: smselner@charter.net

Andrew Vickers, City Administrator  
City of Oak Creek  
Phone: 414.766.7000  
Email: avickers@oakcreekwi.org



### In Closing...

CPC views the role of zoning administration as one of working with landowners, business owners, and developers to find a legally defensible path forward to desired outcomes. That begins at an initial interaction, carries through the preparation and submittal of an application, and concludes with the eventual decision of the Plan Commission (or Village Board). It requires a determination of consistency with the comprehensive plan and compliance with the zoning ordinance.

It is the responsibility of local government to offer direction and transparency in the administration of zoning regulations. This can best be achieved by providing guidelines and application forms that aid applicants in navigating the path necessary to reach a decision. Sometimes the decision is a denial. However, the outcome should be based on the incompatibility of the proposal with the Village code. It should never result from an applicant uncertain of what the process requires. Zoning ordinances are complicated. Interacting with the application and review process...and staff...need not be.

Respectfully,

Jeff



## Proposal: Zoning Administration



## Corporate Profile

Community Planning & Consulting, LLC  
1007 N. Leminwah St.  
Appleton, WI 54911  
920.309.0721  
[www.communityplanningandconsulting.com](http://www.communityplanningandconsulting.com)

Owner  
Jeffrey Sanders

Established  
January 2010, Limited Liability Corporation

### Services

- Bicycle & Pedestrian Plans
- Comprehensive Plans
- Comprehensive Outdoor Recreation Plans
- Conservation Subdivision Design
- Corridor Plans and Marketing Studies
- Downtown, Neighborhood, and Site Planning
- Economic Analyses
- Farmland Preservation Zoning
- Grant Writing
- Historic Preservation Plans and Ordinances
- Land Division & Subdivision Ordinances
- On-call Planning Services & Zoning Administration
- Personal Energy Systems Ordinances
- Public Participation
- Recreational and Educational Trail Systems
- Strategic Planning for Business and Non-profit Organizations
- Student Enrollment Projections
- Sustainable Design & Development
- Zoning Ordinances

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## Proposal: Zoning Administration



## Municipal Planning Experience

### Comprehensive Plans

#### Community Planning & Consulting

Outagamie Co. [Ex. Cond. Report]  
V. Black Creek, Outagamie Co.  
V. Hobart, Brown Co.  
T. Baileys Harbor, Door Co.  
T. Black Creek, Outagamie Co.  
T. Carlton, Kewaunee Co.  
T. Empire, Fond du Lac Co.

#### Jeff Sanders (prior to CPC)

V. Ashwaubenon, Brown Co.  
V. Black Creek, Outagamie Co.  
V. Casco, Kewaunee Co.  
V. Winneconne, Winnebago Co.  
T. Black Creek, Outagamie Co.  
T. Bradford, Rock Co.  
T. Buchanan, Outagamie Co.  
T. Carlton, Kewaunee Co.  
T. Casco, Kewaunee Co.  
T. Clearfield, Juneau Co.

T. Hortonla, Outagamie Co.  
T. Kaukauna, Outagamie Co.  
T. Ledgeview, Brown Co.  
T. Lincoln, Kewaunee Co.  
T. Linn, Walworth Co.  
T. Montpelier, Kewaunee Co.  
T. Nekimi, Winnebago Co.

T. Oconto Falls, Oconto Co.  
T. Polk, Washington Co.  
T. Russell, Sheboygan Co.  
T. Taycheedah, Fond du Lac Co.  
T. West Bend, Washington Co.  
T. Winchester, Winnebago Co.

T. Eldorado, Fond du Lac Co.  
T. Empire, Fond du Lac Co.  
T. Freeman, Crawford Co.  
T. Hortonla, Outagamie Co.  
T. Kaukauna, Outagamie Co.  
T. Lincoln, Kewaunee Co.  
T. Marion, Juneau Co.  
T. Montpelier, Kewaunee Co.  
T. Mukwa, Waupaca Co.  
T. Oneida, Outagamie Co.

T. Seneca, Crawford Co.  
T. Sevastopol, Door Co.  
T. Taycheedah, Fond du Lac Co.  
T. Three Lakes, Oneida Co.  
T. Utica, Crawford Co.  
T. West Kewaunee, Kewaunee Co.  
T. West Point, Columbia Co.  
T. Winchester, Winnebago Co.  
T. Wolf River, Winnebago Co.  
Oneida Nation, Brown/Outagamie Co.

### Zoning Ordinances

#### Community Planning & Consulting

C. Richland Center Airport HLZO, Richland Co.  
C. Waupaca, Waupaca Co.  
V. Black Creek, Outagamie Co.  
V. Hobart, Brown Co.  
V. Sturtevant, Racine Co. (in progress)  
T. Black Creek, Outagamie Co.\*

T. Carlton, Kewaunee Co.\*  
T. Eldorado, Fond du Lac Co.\*  
T. Hortonla, Outagamie Co.\*  
T. Kaukauna, Outagamie Co.\*  
T. Kewaskum, Washington Co.  
T. Mitchell, Sheboygan Co.  
T. Montpelier, Kewaunee Co.\*

T. Polk, Washington Co. (in progress)  
T. Ringle, Marathon Co.  
T. Russell, Sheboygan Co.\*  
T. Taycheedah, Fond du Lac Co.\*  
T. West Bend, Washington Co.  
T. Winchester, Winnebago Co.\*  
\* Farmland Preservation

### Land Division Ordinances

#### Community Planning & Consulting

V. Black Creek, Outagamie Co.  
V. Denmark, Brown Co. (in progress)  
V. Hobart, Brown Co.  
T. Baileys Harbor, Door Co.  
T. Black Creek, Outagamie Co.

T. Bradford, Rock Co.  
T. Eldorado, Fond du Lac Co.  
T. Hortonla, Outagamie Co.  
T. Kewaskum, Washington Co.  
T. Nekimi, Winnebago Co.

T. Oconto Falls, Oconto Co.  
T. Polk, Washington Co.  
T. Taycheedah, Fond du Lac Co.  
T. West Bend, Washington Co.

#### Jeff Sanders (prior to CPC)

T. Buchanan, Outagamie Co.  
T. Empire, Fond du Lac Co.

T. Morrison, Brown Co.  
T. Mukwa, Waupaca Co.

T. Winchester, Winnebago Co.

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## Proposal: Zoning Administration



### Municipal Planning Experience

#### On-call Planning Assistance / Zoning Administration

##### Current Clients

T. Freedom, *Outagamie Co.*  
T. Hortonia, *Outagamie Co.*  
T. Mitchell, *Sheboygan Co.*

T. Nekimi, *Winnebago Co.*  
T. Polk, *Washington Co.*  
T. Winchester, *Winnebago Co.*

V. Denmark, *Brown Co.*  
V. Sturtevant, *Racine Co.*  
V. Wind Point, *Racine Co.*

##### Past Clients

C. Waupaca, *Waupaca Co.*  
T. Black Creek, *Outagamie Co.*  
T. Bradford, *Rock Co.*  
T. Carlton, *Kewaunee Co.*  
T. Chilton, *Calumet Co.*  
T. Eldorado, *Fond du Lac Co.*

T. Empire, *Fond du Lac Co.*  
T. Kaukauna, *Outagamie Co.*  
T. Kewaskum, *Washington Co.*  
T. Montpelier, *Door Co.*  
T. Oconto Falls, *Oconto Co.*

T. Russell, *Sheboygan Co.*  
T. Taycheedah, *Fond du Lac Co.*  
T. West Bend, *Washington Co.*  
V. Black Creek, *Outagamie Co.*  
V. Sister Bay, *Door Co.*

#### Strategic Planning

##### Community Planning & Consulting

C. New London Strategic Implementation  
V. Hobart Strategic Plan

V. Twin Lakes 2018 Budget Plan  
T. Baileys Harbor Implementation

T. Polk Strategic Plan  
Fox Cities Greenways 2012

##### Jeff Sanders (prior to CPC)

Fox Cities Greenways 2009  
Fox Cities Visitor & Convention Bureau

V. Butternut, *Ashland Co.*

Wisconsin Association of Visitor &  
Convention Bureaus

#### Site Plans

##### Community Planning & Consulting

C. New London Hatten Memorial  
Stadium (sub. to OMNI Assoc.)

T. Phelps Downtown Strategic Plan  
T. Rome Alpine Village Town Centre

T. Three Lakes Streetscape &  
Community Design Plan

##### Jeff Sanders (prior to CPC)

C. Oconomowoc SW Summit Ave.  
C. Sturgeon Bay Shipbuilding Cluster

C. Sheboygan Taylor Drive District  
EAA Air Venture Site Plan

Country USA Site Plan

#### Open Space & Outdoor Recreation Plans

V. Denmark, *Brown Co.*  
V. Hobart, *Brown Co.*  
V. Twin Lakes, *Kenosha Co.*

V. Sturtevant, *Racine Co.*  
V. Union Grove, *Racine Co.*  
V. Wind Point, *Racine Co.*

T. Ledgeview, *Brown Co.*  
T. Mukwa, *Waupaca Co.*  
T. Rome, *Adams Co.*

##### Jeff Sanders (prior to CPC)

Oneida Nation Open Space Plan

#### Student Enrollment Projections

##### Community Planning & Consulting

Berlin Area School District  
Kewaskum School District (2015)  
Kewaskum School District (2021)

##### Jeff Sanders (prior to CPC)

Freedom Area School District  
Winneconne Community School District

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## Proposal: Zoning Administration



Jeffrey Sanders

### ACADEMICS

B.S. Urban & Regional Studies  
(Cum Laude), University of  
Wisconsin-Green Bay

B.S. Environmental Policy &  
Planning (Cum Laude), University  
of Wisconsin-Green Bay

### MILITARY SERVICE

United States Air Force  
1982-1986

### SPECIALIZED TRAINING

Meeting Management  
MIG, Inc

Conservation Design for  
Subdivisions, Natural Lands Trust

Innovative Storm Water  
Management Techniques, Center  
for Watershed Protection

Urban Stream Protection, Center  
for Watershed Protection

Native Prairie Restoration, Prairie  
Nursery

### MEMBERSHIPS

American Planning Association

Wisconsin Chapter APA

### Bio

Jeff Sanders has thirty years of municipal planning experience and has authored nearly one hundred local plans and land use ordinances. He is adept at finding creative solutions to vexing problems.

Jeff has lectured at the University of Wisconsin- Green Bay, St. Norbert College, Northern Michigan University, Fox Valley Technical College, and Northeast Wisconsin Technical College on an array of land-use related topics. He has presented at more than a dozen conferences on subjects including Land Use Planning, Conservation Design, Sustainable Development, Climate Change, Watershed Management, and Indian Land and the Law.

Jeff grew up in Shawano and currently lives in Appleton with his wife Margaret and daughter Kate. They spend a lot of time on bikes and skis, in kayaks and tents, and enjoying places with trees and water (frozen and not, salted and not).

### Professional Life

1994-1999	Oneida Nation, Green Bay – <i>Senior Planner</i>
2000-2003	Moore Iacofano Goltsman Inc., Green Bay – <i>Principal Planner</i>
2004-2009	OMNNI Associates Inc., Appleton – <i>Director of Planning Group</i>
2010-Present	Community Planning & Consulting LLC, Appleton – <i>Principal</i>

### Expertise

- Comprehensive Planning – Nearly 50 plans authored to date
- Ordinances – 46 drafted, including 10 DATCP-certified zoning
- On-Call Planning & Zoning Administration
- Strategic Planning – Municipal, corporate, nonprofit
- Site Planning – Downtown, business park, corridor
- Open Space & Outdoor Recreation Planning
- Economic Development – Market Trade Analyses

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Jeffrey Sanders

#### SELECT CONTRIBUTIONS

The Comprehensive Plan as a Tool to Enhance Water Quality  
How the Comp Plan and the creative use of zoning and subdivision regulations can be used to cost effectively achieve surface and ground water restoration goals. Fox-Wolf Watershed Alliance 19<sup>th</sup> Annual Watershed Conference, 2019.

Climate Change in Wisconsin  
Potential Effects of a changing climate on Municipalities and the Surveying, Engineering, and Planning Professions. Wisconsin Society of Land Surveyors 63<sup>rd</sup> Annual Surveyors Institute, Stevens Point, 2012.

Residential Development and Habitat Protection in Rural Communities  
How to achieve balance between development and natural resources during residential development. Wisconsin Society of Land Surveyors 57<sup>th</sup> Annual Surveyors Institute, Green Bay, 2006. Fox Cities Leadership, 2006.

Sustainability in Residential Development  
The ways in which sustainable principles can be incorporated into the residential development process benefiting the landowner, developer, and community. Wisconsin Society of Land Surveyors 56<sup>th</sup> Annual Surveyors Institute, Stevens Point, 2005.

#### Public Participation

Meaningful engagement at the beginning and middle of a project significantly lessens the probability of pitchforks and torches at the end.

Jeff is a passionate advocate for public participation. He has facilitated more than 700 community meetings and planning sessions, assisting stakeholders in identifying implementable pathways to a collective future. His strength lies in his ability to connect with the audience. He uses meeting management techniques that aid participants in thinking conceptually and working collaboratively toward an identifiable, desirable outcome. Meaningful public participation promotes a sense of ownership and generates the informed consent necessary for implementation. Among the tools used to reach these goals:

- Cognitive Mapping Exercises
- Community & Visual Preference Surveys
- Impact / Effort Matrices
- Planning Charettes
- SNOC & Nominal Group Exercises
- Stakeholder Interviews
- Visioning Sessions

#### Professional References

James Danaher, Municipal Attorney  
262.334.3471 [jrd@schloemerlaw.com](mailto:jrd@schloemerlaw.com)

Aaron Jensen, City Administrator – C. of Waupaca  
715.942.9911 [ajensen@cityofwaupaca.org](mailto:ajensen@cityofwaupaca.org)

Matt Parmentier, Municipal Attorney  
920.238.6223 [MBP@dempseylaw.com](mailto:MBP@dempseylaw.com)

Susan Selner, President – V. Denmark  
920.863.6821 [smselner@charter.net](mailto:smselner@charter.net)

Andrew Vickers, City Administrator – C. Oak Creek  
414.766.7000 [avickers@oakcreekwi.org](mailto:avickers@oakcreekwi.org)

*Assisting Wisconsin Communities in Preparing for a Sustainable Future*



Proposal:  
Zoning Administration

Thank You!

Thank you once again for the opportunity to submit this proposal to assist you in achieving your planning and zoning goals.

Respectfully,

Jeffrey Sanders, Principal  
Community Planning & Consulting, LLC

August 2023

## AMENDED 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. Consultant shall serve as Zoning Administrator, providing zoning administration services at the direction of the Client.*
- B. Consultant shall provide general planning services at the direction of the Client.*
- C. Consultant shall provide professional guidance to the Village Board and Plan Commission on growth, development, preservation, and other land use matters.*
- D. Consultant shall provide any additional services as agreed to by Client and Consultant.*

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:
  - 1. Serve in the role of Zoning Administrator, as defined in the Village of Sturtevant Code of Ordinances, by administering the zoning ordinance, subdivision of land ordinance, and other applicable ordinances and plans.
  - 2. Represent the Client in meetings with landowners, developers, surveyors, neighboring municipalities, Brown County, Bay Lake Regional Plan Commission, and other parties of interest.
  - 3. Provide professional comment and recommendations to the Plan Commission, Village Board, and other bodies in the form of Staff Reports.
  - 4. Attend as requested, in person or virtually, meetings of the Plan Commission, Village Board, Board of Appeals, and other such bodies to provide consultation.
  - 5. Assist the client in any other manner as agreed upon by Client and Consultant.
  - 6. Assist Client in complying with any Open Records requests pertaining to zoning administration records. Consultant acknowledges that records pertaining to zoning administration and the services provided under this Agreement are subject to Wisconsin's Open Records Law.
- B. Consultant shall not provide the following:
  - 1. Administration and enforcement of adult entertainment or sexually-oriented businesses ordinance; except, Consultant shall, when requested, provide assistance to Village Attorney in such matters.

## AMENDED 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.

- A. Copies of applicable plans, ordinances, forms, checklists, and guidance documents necessary to allow Consultant to meet their responsibilities.
- B. Sufficient notice of meetings for which Consultant attendance (in-person or virtually) is required.
- C. 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 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 time and materials basis according to the annual standard Fee Schedule (included herein). Consultant will bill Client on a monthly basis for all work completed during the prior month. Client shall pay the Consultant within 30 days of receipt of Invoice unless otherwise agreed to by Consultant.

### **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.
- 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, forms, reports, and other materials prepared by Consultant and furnished to 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.

## **AMENDED Village of Sturtevant Planning Services Agreement**

### **ARTICLE 11 - TERMINATION AND SUSPENSION**

This Agreement may be terminated by either party upon thirty 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 <sup>th</sup> Street Sturtevant, WI 53177 Tel: 262.886.7202 Email: feinerj@sturtevant-wi.gov
Consultant:	Jeffrey Sanders, Principal Community Planning & Consulting, LLC. 1007 N. Leminwah St Appleton, WI 54911 Tel: 920.309.0721 Email: jeffs@communityplanningandconsulting.com

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Client and Consultant.

### **ARTICLE 13 - DISPUTES**

In the event of a dispute between Client and Consultant arising out of or related to this Agreement, 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. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

### **ARTICLE 14 - EQUAL EMPLOYMENT OPPORTUNITY**

Consultant abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations.

### **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. 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. 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.

AMENDED Village of Sturtevant  
Planning Services Agreement

**ARTICLE 16 - INTEGRATION**

This Agreement represents the entire and integrated agreement between 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 Client and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than 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 August 17, 2023

**COMMUNITY PLANNING 7 CONSULTING, LLC (CONSULTANT)**



Jeffrey B. Sanders  
Principal

Date August 17, 2023