

**Amundson Community Center
200 Spring Street, Cambridge
Tuesday, January 28, 2025, 6:30 p.m.**

Village of Cambridge Board of Trustees

Village Board Agenda

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance**
- 3. Proof of Posting**
- 4. Public Comment ****
- 5. Approval of Consent Agenda:**
 - a. Village Board Minutes: January 14, 2025
- 6. Reports:**
 - a. Presidents Report
 - b. Library Board
 - c. Public Works Committee: January 27, 2025
 - d. Public Works Update
 - e. Village Office Updates: Administrator Moen
- 7. Treasurers Report/ Bills: Discussion and Possible Action**
- 8. New Business: Discussion and Possible Action Regarding:**
 - a. Acceptance of Scott Farms Development
 - b. Release of Scott Farms Letter of Credit
 - c. Library Board Appointment
 - d. Safebuilt
 1. Annual Increase
 2. Contract
- 9. Unfinished Business: Discussion and Possible Action Regarding:**
 - a. Fire and EMS Commission Update
 - 1) 2025 Budget
 - 2) Insurance Coverage
 - 3) First Quarter Invoice
- 10. Correspondence:**
 - a. Kalya Sipple, EDC – UW Whitewater/ENACTUS – Collaborative 523 Inc informational meeting January 30, 2025
 - b. Town of Christiana Resolution 2025-0120
- 11. Questions, Referrals to Staff or Future Agenda Items:**
- 12. Upcoming Meetings:** January 28, Village Board; February 4, Economic Development; February 10, Plan Commission; February 11 Village Board; February 12 Library Board; February 18, Water and Sewer Committee; February 18, Primary Election
- 13. Convene into Closed Session** per 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. Fire and EMS Commission
- 14. Reconvene into Open Session**

15. Possible action taken on closed session items

16. Adjournment

**** The Village of Cambridge Board opts to allow a period of public comment to receive information from members of the public. Wis. Stat. § 19.84(2). The Wisconsin Attorney General advises that a governmental body should defer Board discussion on an item until specific notice of the subject matter and proposed action can be given. (Wisconsin Department of Justice, Wisconsin Open Meetings Law: A Compliance Guide (2009).)**

Note:

- 1) Persons Needing Special Accommodations Should Call 423-3712 At Least 24 Hours Prior To The Meeting.
- 2) More Specific Information About Agenda Items May Be Obtained By Calling 423-3712.
- 3) Final Agendas Are Typically Posted By 4 Pm On The Friday Preceding The Regular Meeting At The Amundson Community Center, Cambridge Post Office, Badger Bank and the Village Website

Lisa Moen, Village Administrator/Clerk/Deputy Treasurer

VILLAGE OF CAMBRIDGE

Policy of Decorum for Public Meetings

The purpose of Policy of Decorum is to promote mutual respect, civility, and orderly conduct among elected and appointed Village officials, Village staff, and members of the public. This policy is not intended to deprive any person of his or her right to freedom of expression, but to promote, to the extent possible and reasonable, open dialogue and positive communications while discouraging intimidating, demeaning, volatile, hostile or aggressive actions. The Village expects locally elected and appointed officials and its employees to comply with this policy, and also seeks cooperation from members of the public.

The Village holds numerous public meetings, such as meetings of the Village Board and Village commissions, boards and committees. In order to safeguard participatory democracy in the Village of Cambridge, all elected officials, appointed officials and Village employees are expected to adhere to the following standards of conduct:

- Treat everyone with courtesy;
- Listen to others respectfully;
- Exercise self-control;
- Exercise honesty at all times;
- Give open-minded consideration to all viewpoints;
- Focus on the issues and avoid personalizing debate;
- Embrace respectful disagreement and dissent as democratic rights that are inherent components of an inclusive public process and tools for forging sound decisions;
- Allow board and commission members to speak without intimidation or interruption;
- Provide fair and equal treatment for all persons coming before Village bodies.

The Village requests that members of the public also exercise civility by following these guidelines during public meetings.

Whenever any disturbance or disorderly conduct shall occur in any of the meetings of the board, the president may cause the room to be cleared of all persons causing such disorderly conduct.

VCO § 2.08.190.

**Amundson Community Center
200 Spring Street, Cambridge
Tuesday, January 14, 2025, 6:30 p.m.**

Village of Cambridge Board of Trustees

Village Board Minutes

1. **Call to Order/Roll Call:** President McNally called the meeting to order at 6:30 p.m. Members present: Trustees Breunig, Blackwood, Hollenbeck, Franklin, Kreklau and President McNally. Others present: Lisa Moen, Administrator/Clerk; Lucy Peterson, Treasurer/Deputy Clerk/Deputy Administrator; Jane Landretti, Stafford Rosenbaum; Jana Evans; Tom Frederick; Roy Marsden; Joe Evans; Katelyn Evans.
2. **Pledge of Allegiance**
3. **Proof of Posting:** The agenda was posted in the upper and lower levels of the Amundson Community Center, Cambridge Post Office, Badger Bank and the Village Website
4. **Public Comment:** None
5. **Approval of Consent Agenda:**
 - a. Village Board Minutes: December 10 December 16, 2024
 - b. Joint Review Board: December 16, 2024
 - c. Water and Sewer Committee: December 17, 2024
 - d. Economic Development Committee: January 7, 2025

Trustee Hollenbeck made a motion to approve the consent agenda as presented, seconded by Trustee Blackwood. Motion carried.

6. Reports:

- a. **Presidents Report:** President McNally reported that Christiana has had an application for a digestion plant. Their Plan Commission has voted no, but it is moving on at the PSC. He is worried about the odor. Not much that the Village can do as it is not within our village limits. Concerns expressed that we learn our lesson from the solar project and legal costs fighting it.
- b. **Library Board:** Met on December 11, meeting again tomorrow. Budget looking good for 2024. Looking to repair the drive-up window. They have requested some grant money from the Foundation. Looking to fill two vacancies on the Board. Will have a policy retreat in the upcoming months to look at policies and handbooks.
- c. **Joint Law Enforcement:** January 14, 2025: met before this meeting. Will be receiving our new squad later this week. Deputy Boyce will be returning from family leave in a few weeks. Call volume has been low, as usual a little higher mental health calls over the holidays. Deputy Lauritsen is beginning to look at retirement in 2026. We will have a new Lieutenant in the next few months. He will come to a future meeting to introduce himself. There are going to be a lot of changes within the higher ranks of the DCSO.
- d. **Public Works Update:** Finished getting snow removal equipment ready, salted snow events; Lee Farrar has returned to work; Holiday decorations removed from Main St; Completed one Christmas tree pickup; flooded ice rink January 2nd and opened the 5th, also one resurfacing; mowed more retention ponds; completed major repairs to brush mower – welding, hydraulic leak and missing bolts; Cody Garcia completed and sent in road mileage changes to WI DOT for 2024; mowed spot at Kwik Trip for Welcome to Cambridge sign – working with Ben and Tim Adas about a second location at Country Club – also in contact with the state regarding permits. Met with possible LTE employee. Work to do: remove dead and damaged trees at Well #3; remove trees at south retention pond; do one last Christmas tree pickup the last week of January; get snow tires for Bobcat skid steer; snow plow truck and small trucks oil changes and maintenance; work with volunteer on ice rink maintenance; get locations for Cambridge signs and final approval for installation. McNally showed gratitude for them putting up the fence along the creek for sledding. Jae Ames rotation as director will be up at the end of

January. Cody Garcia will take the next three-month rotation.

- e. **Village Office Updates:** Administrator Moen: Close out November Election; April election - papers in for President: Kris Breunig, Mark McNally, Kristin Blackwood for Trustee – Prepping for February election; New hire – treasurer, LTE – paperwork, reporting, training; Mill rate worksheet, Statement of taxes, levy limit worksheet; Tax bills sent out – collected and sent reports to Dane and Jefferson Counties for December Collection. Lucy will provide additional information in the treasurer's report; Dog tags – close out 2024 with counties, begin issuing 2025; Property, workers comp, cyber security, etc. insurance renewals; Year-end – payroll, foundation grant, tree city USA, updating payroll in Workhorse for all of 2025, W2s, Fourth quarter reports, per diems; 2% fire dues state reporting; State Tobacco licensing reporting; Switching over files from 2024, creating 2025 files; Publish room tax ordinance.

- 7. Treasurers Report/ Bills: Discussion and Possible Action: Treasurer Peterson:** First run in the amount of \$70,980.11, second run in the amount of \$1,986.10 for a total of \$72,966.21. First tax settlements of \$1,432,063.09 were sent out to the different taxing jurisdictions. These are due in their hands tomorrow. Processed 20 batches of tax payments for Dane County in the amount of \$3,124,013.32, 5 batches for Jefferson County in the amount of \$133,244.40. Completed the 2024 W2's today and those will be handed out or mailed to all employees by the end of week. Lucy Peterson had a meeting with the auditor last week and am preparing for the audit which is scheduled for March 17th-21st. We have another check-in next week to check on her progress/questions/concerns. She has been organizing all accounting documents. Tomorrow will go to Badger Bank and Bank First to set up access to all accounts. McNally expressed concern regarding the additional expenses paid to the auditors in 2024 for additional assistance outside of the actual audit.

Trustee Blackwood made a motion to approve the bills in the amount of \$72,966.21, seconded by Trustee Breunig. Motion carried on a 6-0 roll call vote.

8. New Business: Discussion and Possible Action Regarding:

- a. **Signatories on Bank Accounts:** Tammy Jordan needs to be removed from Bank Accounts at both Badger Bank and Bank First, replace with new Treasurer, Lucy Peterson. All other signatures can remain the same (i.e., Samantha Seeman for Library accounts)

Trustee Hollenbeck made a motion to approve removing Tammy Jordan from all accounts at both Badger Bank and Bank First and adding Lucy Peterson as a signatory on all Village Bank Accounts, all other signatories will remain the same, seconded by Trustee Franklin. Motion carried.

- b. **Village Credit Card:** One card currently has Lisa Moen, the other Tod Lord. Cancel and replace with cards with the Administrator's name on them, Lisa Moen. We would still want two credit cards, so the PW staff has one available to them during snow emergencies, etc.

Trustee Hollenbeck made a motion to cancel the current Credit cards and replace them with new ones with the Administrator's name on them, seconded by Trustee Blackwood. Motion carried.

- c. **Hiring of LTE for Public Works:** Public Works staff met with Jason Steil regarding the LTE Position. While he doesn't have CDL, they feel that he could be useful as a member of the staff. Discussion with a starting wage of \$15.50 per hour, with an increase after and 3- or 6-month review. Resume was shared with the Personnel Committee. We had budgeted \$10,000 for this position. The PW director will determine when his assistance is needed.

Trustee Franklin made a motion to hire Jason Steil as an LTE as a wage of \$15.50 per hour, not to exceed \$10,000 annually, seconded by Trustee Blackwood. Motion carried.

9. Unfinished Business: Discussion and Possible Action Regarding:

a. Fire Commission Update

- 1) **First Quarter Invoice:** *Trustee Breunig made a motion to move action on item 9.a.1 to after the closed session, seconded by Trustee Franklin. Motion carried.*

The Commission met on January 8 and will be meeting again on January 21. There were reports from the Fire Chief and EMS. The Treasurer report was lacking. Breunig requested additional information and has been provided with bank statements. They have reached out to a few insurance

companies for coverage after February 1. Both the Insurance and the 2025 budget will be on the agenda for the 21st. The Collective Bargaining Agreement was approved. They accepted the resignation of the EMS Director Paul Blount. His last day will be in early March. They also voted to post the position and a job description.

10. Correspondence: None

11. Questions, Referrals to Staff or Future Agenda Items:

- a. McNally questioned if we want to do anything to aid those in California. He will reach out to CART. It was noted that often in situations like this it is best to go directly to the LAFD webpage to see what they are requesting, where they want donations sent, etc.
- b. Franklin suggested Economic Development look at La Crosse's murals/program.
- c. Scott Farms infrastructure/letter of credit

12. Upcoming Meetings: January 15, Library Board; January 21, Water and Sewer; January 28, Village Board; February 4, Economic Development; February 10, Plan Commission; February 11, Village Board; February 12 Library Board; February 18, Primary Election

13. Convene into Closed Session per 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 and 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Fire and EMS Commission: *Trustee Breunig made a motion to enter into closed session per 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 and 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Fire and EMS Commission, seconded by Trustee Hollenbeck. Motion carried 6-0 on a roll call vote.*

14. Reconvene into Open Session: Trustee Blackwood made a motion to reconvene into Open Session, seconded by Trustee Franklin. Motion carried on a 6-0 Roll call vote.

15. Possible action taken on closed session items

- a. *Trustee Blackwood made a motion to postpone discussion/action of 1st quarter payment until proposed budget and insurance information is provided to the municipalities as was discussed at the December 16th 5 municipalities meeting, seconded by Trustee Franklin. Motion carried.*
- b. *Trustee Breunig made a motion to request that the Fire/EMS Commission review the DeerGrove EMS 4 municipality proposal as part of the 2025 budget planning process, seconded by Trustee Blackwood. Motion carried.*

16. Adjournment: *Trustee Hollenbeck made a motion to adjourn, seconded by Trustee Kreklau. Motion carried. President McNally adjourned the meeting at 8:41 p.m.*

Lisa Moen, Administrator/Clerk/Deputy Treasurer

1/24/2025 1:04 PM

In Progress Checks - Full Report - ALL

Page: 1

ALL Checks by Payee

ACCT

HOMETOWN BANK GENERAL OPERATING

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
1/28/2025 1901 INC. MECHANICAL & PLUMBING			
FINAL STREET LIGHT GFI			
100-00-53420-000-000		STREET LIGHTS	271.93
		FINAL STREET LIGHT GFI	10941
Total			271.93
1/28/2025 1901 INC. MECHANICAL & PLUMBING			
SPRING 2024 HVAC PM AGREEMENT		Previous Year Expense	
100-00-51600-240-000		MUN BLDG - MAINT & REPAIR	1,156.00
		FALL 2024 HVAC PM AGREEMENT	10991
Total			1,156.00
1/28/2025 ALLIANT ENERGY/WP&L			
#8378600000 LIBRARY			
150-00-55110-220-000		LIB - UTILITIES	982.28
		#8378600000 LIBRARY	01/15/2025
Total			982.28
1/28/2025 ALLIANT ENERGY/WP&L			
#3967610000 WELL #2			
500-00-53700-620-000		POWER PURCHASED FOR PUMPING	427.52
		#3967610000 WELL #2	396761 1/15/2025
500-00-53700-620-000		POWER PURCHASED FOR PUMPING	86.67
		#3712920000 134 WTR TOWER	371292 1/15/2025
600-00-53700-821-000		POWER PURCHASED FOR PUMPING	206.56
		#0144220000 12 & 18 LIFT STATION	14422 1/15/2025
600-00-53700-821-000		POWER PURCHASED FOR PUMPING	796.96
		#3994420000 300 WATER ST PUMP HOUSE	3994420000 1/15/2025
Total			1,517.71
1/28/2025 ALLIANT ENERGY/WP&L			
#370181			
100-00-51600-220-000		MUN BLDG - UTILITIES	1,133.28
		#370181	1/15/2024
100-00-53420-000-000		STREET LIGHTS	40.77
		#1611869258	1/15/2025
100-00-53420-000-000		STREET LIGHTS	42.01
		#252381	1/15/2025

1/24/2025 1:04 PM

In Progress Checks - Full Report - ALL

Page: 2

ALL Checks by Payee

ACCT

HOMETOWN BANK GENERAL OPERATING

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-53311-220-000 #034153		PUBLIC WORKS - UTILITY & PHONE 1/15/2025	648.08
100-00-53420-000-000 #480381		STREET LIGHTS 1/15/2025	4.03
100-00-53420-000-000 #543106		STREET LIGHTS 1/15/2025	20.56
100-00-55200-220-000 #0335194619		PARK UTILITIES 1/15/2025	40.00
100-00-55200-220-000 #69591 VETERANS PARK		PARK UTILITIES 1/15/2025	36.24
100-00-53420-000-000 #9239520000 WATER ST SCOTT FARM		STREET LIGHTS 1/15/2025	29.47
100-00-53420-000-000 #5706050000		STREET LIGHTS 1/15/2025	58.56
100-00-53420-000-000 #9380220000		STREET LIGHTS 1/15/2025	113.58
100-00-53311-220-000 #5613463308		PUBLIC WORKS - UTILITY & PHONE 1/15/2025	23.26
100-00-53420-000-000 #5122342434		STREET LIGHTS 1/15/2025	108.65
Total			2,298.49

1/28/2025 ALLIANT ENERGY/WP&L

#1762800000 SKOGEN RD WELL #3

500-00-53700-620-000	POWER PURCHASED FOR PUMPING	1,444.66
#1762800000 SKOGEN RD WELL #3	1/17/2024	
Total		1,444.66

1/28/2025 C & M HYDRAULIC TOOL SUPPLY INC.

SPARK PLUG - EQUIPMENT REPAIR

100-00-53311-230-000	PUBLIC WORKS - TREE & BRUSH	39.53
SPARK PLUG - EQUIPMENT REPAIR	0181379-IN	
Total		39.53

1/28/2025 CHARTER COMMUNICATIONS/SPECTRUM

170804901

100-00-53311-220-000	PUBLIC WORKS - UTILITY & PHONE	79.99
170804901	170804901011425 1/14/2025	

1/24/2025 1:04 PM

In Progress Checks - Full Report - ALL

Page: 3

ALL Checks by Payee

ACCT

HOMETOWN BANK GENERAL OPERATING

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
500-00-53700-681-200		TELEPHONE/INTERNET EXPENSE	39.99
170804901		170804901011425 1/14/2025	
600-00-53700-851-400		TELEPHONE/INTERNET EXPENSE	39.99
170804901		170804901011425 1/14/2025	
		Total	159.97

1/28/2025 CHARTER COMMUNICATIONS/SPECTRUM

170806001 ADMIN INTERNET SVC

100-00-51420-221-000		ADMIN - TELEPHONE/INTERNET	53.32
170806001		ADMIN INTERNET SVC 170806001011425 1/14/2025	
100-00-52100-390-000		POLICE - PHONES & SUPPLIES	53.32
170806001		POLICE INTERNET SVC 170806001011425 1/14/2025	
500-00-53700-681-200		TELEPHONE/INTERNET EXPENSE	26.66
170806001		WATER INTERNET 170806001011425 1/14/2025	
600-00-53700-851-400		TELEPHONE/INTERNET EXPENSE	26.66
170806001		SEWER INTERNET 170806001011425 1/14/2025	
		Total	159.96

1/28/2025 DELTA DENTAL

FEB 2025 DENTAL & VISION

100-00-53311-133-000		PUBLIC WORKS - HEALTH/DENTAL	110.15
FEB 2025 DENTAL & VISION		2283517	
500-00-53700-686-000		EMPLOYEE PENSIONS AND BENEFITS	58.01
FEB 2025 DENTAL & VISION		2283517	
600-00-53700-854-000		EMPLOYEE PENSIONS & BENEFITS	58.01
FEB 2025 DENTAL & VISION		2283517	
100-00-51420-133-000		ADMIN - HEALTH/DENTAL INS	187.30
FEB 2025 DENTAL & VISION		2283517	
		Total	413.47

1/28/2025 EHLERS AND ASSOCIATES INC

JRB ATTENDANCEMEETING COORDINATION

Previous Year Expense

140-00-56400-000-000		TID EXPENDITURES	333.33
JRB ATTENDANCEMEETING COORDINATION		1328 1/9/2025	
145-00-56400-000-000		TID EXPENDITURES	333.33
JRB ATTENDANCEMEETING COORDINATION		1328 1/9/2025	
146-00-56400-000-000		TID EXPENDITURES	333.34
JRB ATTENDANCEMEETING COORDINATION		1328 1/9/2025	

1/24/2025 1:04 PM

In Progress Checks - Full Report - ALL

Page: 4

ALL Checks by Payee

ACCT

HOMETOWN BANK GENERAL OPERATING

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
140-00-56400-000-000		TID EXPENDITURES	1,500.00
		PREPARE SUPPLEMENTAL INFO - TID 4	
	1328 1/9/2025		
145-00-56400-000-000		TID EXPENDITURES	1,500.00
		PREPARE SUPPLEMENTAL INFO - TID 5	
	1328 1/9/2025		
146-00-56400-000-000		TID EXPENDITURES	1,500.00
		PREPARE SUPPLEMENTAL INFO - TID 6	
	1328 1/9/2025		
		Total	5,500.00

1/28/2025 MC FARLANE, BRYAN

01/04 - 1/15/2025 LIBRARY CLEANING

150-00-55110-240-000		LIB BUILDING MAINT & REPAIR	375.00
		01/04 - 1/15/2025 LIBRARY CLEANING	
	01/15/2025		
		Total	375.00

1/28/2025 MSA PROFESSIONAL SERVICES

WELL#3 PROGRESS DETAIL

Previous Year Expense

200-00-57915-000-000		WELL #3 PROJECT	2,002.24
		WELL#3 PROGRESS DETAIL	
	012493		
		Total	2,002.24

1/28/2025 MSA PROFESSIONAL SERVICES

R09310014 - WESTGATE COMMERCIAL DR & CRS

Previous Year Expense

146-00-56400-000-000		TID EXPENDITURES	141.00
		R09310014 - WESTGATE COMMERCIAL DR & CRS	
	012502 1/14/2025		
		Total	141.00

1/28/2025 MUNICIPAL PROPERTY INSURANCE COMPANY

PROPERTY INSURANCE VILLAGE HALL

100-00-51930-510-000		INSURANCE - PROPERTY	4,500.00
		PROPERTY INSURANCE VILLAGE HALL	
	ACCT 48-10209		
150-00-55110-510-000		LIB - INS PROPERTY	3,800.00
		PROPERTY INSURANCE - LIBRARY	
	48-10209		
500-00-53700-684-000		INSURANCE EXPENSE	9,640.00
		INSURANCE EXPENSE POLICY - WATER	
	48-10209		
600-00-53700-853-000		INSURANCE EXPENSE	1,400.00
		INSURANCE EXPENSE POLICY - SEWER	
	48-10209		
100-00-55200-390-000		PARK/PLAYGROUND SUPPLIES	2,300.00
		PARK/PLAYGROUND SUPPLIES PARK	
	48-10209		

1/24/2025 1:04 PM

In Progress Checks - Full Report - ALL
 ALL Checks by Payee
 HOMETOWN BANK GENERAL OPERATING

Page: 5
 ACCT

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
800-00-58100-689-000		MISCELLANEOUS EXPENSE	210.00
		MISCELLANEOUS EXPENSE POLICY 48-10209	
100-00-51930-510-000		INSURANCE - PROPERTY	725.00
		INSURANCE PROPERTY - DPW 48-10209	
		Total	22,575.00
	1/28/2025	QUILL CORPORATION	
		SHIPPING LABELS	
100-00-51440-390-000		ELECTIONS - SUPPLY & EXPENSE	90.96
		SHIPPING LABELS 42291400	
		Total	90.96
	1/28/2025	STAFFORD ROSENBAUM LLP	
		LEGAL SVCS - GENERAL CORPORATE	
		Previous Year Expense	
100-00-51300-210-000		VILLAGE LEGAL WORK	468.00
		LEGAL SVCS - GENERAL CORPORATE 1304140	
100-00-51300-210-000		VILLAGE LEGAL WORK	648.00
		FIRE & EMS COMMISSION 1304140	
100-00-51200-399-000		COURT LEGAL WORK	75.00
		LEGAL SERVICES - G LAUGHNAN 1304148	
100-00-51200-399-000		COURT LEGAL WORK	42.00
		LEGAL SVCS - MUNICIPAL PROSECUTION 1304147	
100-00-51200-399-000		COURT LEGAL WORK	85.00
		LEGAL SVCS - K DENAULT 1304149	
		Total	1,318.00
		Grand Total	40,446.20

1/24/2025 1:04 PM

In Progress Checks - Full Report - ALL
ALL Checks by Payee
HOMETOWN BANK GENERAL OPERATING

Page: 6
ACCT

Dated From:
Thru:

From Account:
Thru Account:

	Amount
Total Expenditure from Fund # 100 - VILLAGE GENERAL FUND	13,183.99
Total Expenditure from Fund # 140 - TIF #4 FUND	1,833.33
Total Expenditure from Fund # 145 - TIF #5 FUND	1,833.33
Total Expenditure from Fund # 146 - TIF #6 FUND	1,974.34
Total Expenditure from Fund # 150 - LIBRARY FUND	5,157.28
Total Expenditure from Fund # 200 - CAPITAL PROJECTS FUND	2,002.24
Total Expenditure from Fund # 500 - WATER UTILITY	11,723.51
Total Expenditure from Fund # 600 - SEWER UTILITY	2,528.18
Total Expenditure from Fund # 800 - STORMWATER UTILITY	210.00
Total Expenditure from all Funds	40,446.20



January 14, 2025

Lisa Moen
Village of Cambridge Administrator
200 Spring Street
Cambridge, WI 53523

Re: Scott Farms Acceptance and Removal of Letter of Credit
MSA PN 09310017

Dear Lisa:

MSA has reviewed the remaining punch list items for Scott Farms and have confirmed the items have been completed. We recommend acceptance of the Scott Farms Development. MSA further recommends the Village Board release the remainder of the letter of credit for this phase of development.

Sincerely,

A handwritten signature in black ink, appearing to read 'William J Pinnow', followed by a long horizontal flourish.

William J Pinnow, PE
MSA Professional Services, Inc.

cc: Jason Forest, Owner

Lisa Moen

From: Jason Forest <forestlandjason@gmail.com>
Sent: Monday, January 20, 2025 12:16 PM
To: Bill Pinnow
Cc: Lisa Moen; Kyler Kabat
Subject: Scott Farms

Hi Bill - Thank you for the phone call last week to discuss the closeout of Scott Farms Development. In short review, you confirmed all work is complete per the developers agreement. It is understood, and I personally guarantee to complete the small asphalt patch on Cletus Dr. We will pave that at the earliest time allowable this spring, when the Vineyards Dr extension is paved. (that was our intent this fall, till cold temps hit a week early). Thank you for allowing that to be completed after village approval of completion.

Lisa - Please share a few words with the village board regarding good communication, and working well together to get a nice project completed. And being able to get lots sold quickly to help the village tax base grow. I truly hope it is a welcome addition to the Village of Cambridge. We take pride in completing our work and hope it is a quality asset for years to come. Thank you to yourself and the village board!!

Bill/Lisa - Can you provide the date of the scheduled board meeting? And also can you send the LOC release to Kyler at F & M Bank soon as you are comfortable please. Kyler is attached to the group emails.

Have a good week.

Sincerely,
Jason Forest, President
Forest Landscaping and Constr., Inc
Lake Mills, WI
920 648 8704 p
866-728-4798 f

Lisa Moen

From: Samantha Seeman, Director <SSeeman@cambridgelib.org>
Sent: Friday, January 17, 2025 11:29 AM
To: Lisa Moen
Cc: Paula hollenbeck
Subject: Please add to the January 28th agenda

Hi Lisa,

If you could, the library would like to suggest Deb Brown as an addition to our Library Board. I will not be able to attend the January 28th meeting as I will be in New York for my grandmother's wake. I have CC'd Paula on this email, so that she may speak on my behalf, and on behalf of the Library Board in this matter.

Thank you,

Samantha Seeman
Library Director

Cambridge Community Library
101 Spring Water Alley Cambridge, WI 53523 | 608-423-3900
<https://www.cambridgelib.org/>

Lisa Moen

From: Alan Greene <agreene@safebuilt.com>
Sent: Tuesday, January 21, 2025 9:07 AM
To: Lisa Moen
Cc: Dave Hendrix; Justin Brandt; Lisa Held
Subject: SAFEbuilt CPI Increase 2025
Attachments: Consumer Price Index, Midwest Region – December 2024 _ Mountain–Plains Information Office _ U.S. Bureau of Labor Statistics.mhtml

Lisa

As you are aware the Village's current contract with SAFEbuilt allows for an annual increase based on the Department of Labor, Bureau of Labor Statistics Consumer Price Index for the previous calendar year.

This year the CPI advanced 3.0%

The new rates are reflected below.

Please tell me if you have any questions.

Thanks
Al

Municipality	Max in Contract	2024 Increase	2025 Increase	Category
Cambridge, WI	4.00%	3.20%	3.00%	Inspections (Prior to Start)
	4.00%	3.20%	3.00%	Structural Engineering
	4.00%	3.20%	3.00%	After Hour Inspections
	4.00%	3.20%	3.00%	Non- Permit Activity

Alan D. Greene
Sr. Account Manager

agreene@safebuilt.com

Phone: 224-250-4010


Making a difference where you need us
CORE VALUES: Integrity – Improvement – Service – Teamwork – Respect

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN VILLAGE OF CAMBRIDGE, WISCONSIN
AND SAFEbuilt WISCONSIN, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between Village of Cambridge, Wisconsin, ("Municipality") and SAFEbuilt Wisconsin, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services and Fee Schedule, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit B, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit B. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit B and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit B.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit A – List of Services and Fee Schedule.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as

determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any

incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Lisa Moen, Village Clerk Village of Cambridge 200 North Spring Street Cambridge, Wisconsin 53523 Email: lmoen@ci.cambridge.wi.us	Joe DeRosa, CRO SAFEbuilt, LLC 444 N. Cleveland, Suite 444 Loveland, CO 80537 Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Wisconsin, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

30. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Avner Alkhas, Chief Financial Officer
SAFEbuilt Wisconsin, LLC

Date

Signature
Village of Cambridge, Wisconsin

Date

Name and Title
Village of Cambridge, Wisconsin

(Balance of page left intentionally blank)

EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

1. LIST OF SERVICES

Building Official Services

- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Issue stop-work notices for non-conforming activities related to provided services – as needed

Building, Electrical, Plumbing, Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliance inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel
- ✓

Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete
- ✓ Upon completion of subdivision construction, review foundation levels, review lot survey information, and review as-built documentation to ensure consistency with viable master grading.

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format
- ✓ Consultant reporting will include subdivision grading review results to Municipality to inform the issuance of occupancy permitting within the subdivision.

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans and related documents for pick up by Consultant or submit electronically

Formatted: Font: 10.5 pt

Formatted: Font: 10.5 pt

Formatted: Font: 10.5 pt

Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5", Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Formatted: Font: 10.5 pt

Formatted: Font color: Black

Formatted: Font: 10.5 pt

Formatted: List Paragraph, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Formatted: Justified, Space After: 10 pt, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5", Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Formatted: Underline, Font color: Black

- ✓ Municipality will adopt a fee schedule for building department services agreed upon by both Parties

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Building Official will be available at the Municipal offices as mutually agreed upon
- ✓ Consultant representative(s) will be available by phone and email

Deliverables			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW	Provide comments within the following timeframes:		
TURNAROUND TIMES	Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	5 business days or less
	✓ Large commercial within	20 business days	10 business days or less

4. FEE SCHEDULE

- ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ Beginning January 01, 2023 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services	
• Permits issued prior to service start date	\$81.00 per hour – one (1) hour minimum
• Building, Mechanical, Plumbing, Electrical	
Inspection Services	85% of Municipal Permit Fee as established by ordinance or resolution
• Permits issued after service start date	• Consultant percentage at Agreement execution
• Building, Mechanical, Plumbing, Electrical	
Inspection Services	80% of Municipal Permit Fee as established by ordinance or resolution
• Building, Mechanical, Plumbing, Electrical	• Consultant percentage upon Municipal adoption of fee schedule agreeable to both Parties
• Permits issued after service start date	
Plan Review Services	90% of Municipal Plan Check Fee as established by ordinance or resolution
• Residential and Commercial	
Structural Engineering Plan Review	\$150.00 per hour – one (1) hour minimum
Building Official Services	Included in percentage of fees above
After Hours/Emergency Inspection Services	\$125.00 per hour – two (2) hour minimum
Non-Permitted Activity (by request only)	\$75.00 per hour – one (1) hour minimum

EXHIBIT B – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements.
Municipality will provide the following information to Consultant:
 - ✓ Municipal technology point of contact information including name, title, email and phone number
 - ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

(Balance of page left intentionally blank)

Cambridge Community Fire & EMS District

271 W Main St. PO

Box 272

Cambridge, WI 53523

Non-emergency number: 608.423.3511

Village of Cambridge is being assessed on December 12, 2024 by the Cambridge Community Fire & EMS District
For the 1st quarter payment 2025.

Due Date January 1, 2025

Village of Cambridge

P.O. Box 99

Cambridge, WI 53523

Item	Date Due	Payment	Balance
Annual Municipal Assessment	01/01/2025		\$251,080.17
1 st Quarter January 1 – March 31, 2025	01/01/2025	\$62,770.04	
2 nd Quarter April 1 – June 30, 2025	04/01/2025	\$62,770.04	
3 rd Quarter July 1 – September 30, 2025	07/01/2025	\$62,770.04	
4 th Quarter October 1 – Dec 31, 2025	10/01/2025	\$62,770.04	

Memorandum

To: Village of Cambridge Board of Trustees

From: Kayla Sipple, Economic Development Committee

Date: January 21, 2025

Subject: Cambridge Launches Storefront Pitch Competition

Collaborative 523 Inc., in partnership with UW-Whitewater ENACTUS, seeks to fill the storefront at 149 W. Main Street with new life through a business pitch competition.

The Cambridge Storefront Competition offers a unique opportunity for new entrepreneurs to establish roots in the community. Competition finalists will be selected through a process of community voting. The winner will be awarded free rent for one year.

An informational meeting will be held on Thursday, January 30th at 6:00pm at the Ward's Mercantile building, 149 W. Main Street. Cathy Yerges, Executive Director of Collaborative 523 Inc., encourages anyone interested in having a retail store, food establishment, maker space or small manufacturing in Cambridge to attend this informational session to learn about what opportunities are available in this mixed-use building.

Candidates can register to enter the competition online by visiting <https://www.uwwenactus.us/cambridge-1>.

RESOLUTION NO. 2025-0120**RESOLUTION DEMANDING AGRICULTURAL IMPACT STATEMENT
KOSHKONONG SOLAR ELECTRIC GENERATION FACILITY**

WHEREAS, the Wisconsin Public Service Commission ("PSC") issued a Certificate of Public Convenience and Necessity ("CPCN") to Koshkonong Solar Energy Center LLC ("Koshkonong") to construct, own, manage and operate the Koshkonong Solar Electric Generation Facility within the Town; and

WHEREAS, the PSC thereafter illegally issued a Certificate of Authority to Wisconsin Electric Power Company, Wisconsin Public Service Corporation, and Madison Gas and Electric Company ("Utilities") to acquire all right title and interest in the CPCN previously issued to Koshkonong, allowing the Utilities to construct the Solar Electric Generation Facility; and

WHEREAS, the Town has now learned, through certain filings by Koshkonong and the Utilities in the Town's pending appeal in the Wisconsin Court of Appeals, that the Utilities claim to have purchased all rights under the CPCN from Koshkonong; and

WHEREAS, Koshkonong has not yet been constructed, and is not operating, and, pursuant the transfer, will be owned and operated by the Utilities; and

WHEREAS, under Chapter 32 Wisconsin statutes, the Utilities have the power of eminent domain for utility projects; and

WHEREAS, because utilities have the power of eminent domain, Wisconsin law requires an Agricultural Impact Statement (AIS) by the Department of Agriculture, Trade and Consumer Protection (DATCP) for public projects that affect farm operations in Wisconsin, including large solar developments before a decision is made to allow them to proceed; and

WHEREAS, neither the Utilities nor PSC has requested that DATCP prepare an AIS for the subject project; a major conversion approximately 2,400 acres of agricultural land in the Towns of Christiana and Deerfield, Dane County, Wisconsin for the construction of a 300 MWAC photovoltaic generating facility.

NOW, THEREFORE, BE IT RESOLVED by the Town of Christiana:

The Town of Christiana demands that the Department of Agriculture, Trade and Consumer Protection conduct an Agricultural Impact Statement, as required by law, related to the above-referenced Solar Electric Generation Facility Project.

BE IT RESOLVED:

The Town of Christiana requests that no construction of the 300 MWAC photovoltaic generating facility be permitted pending the issuance of the Agricultural Impact Statement by the Department of Agriculture, Trade and Consumer Protection.

SEVERABILITY.

The several sections of this resolution are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision and shall not affect the validity of any other provisions, sections or portions thereof of the resolution. The remainder of the resolution shall remain in full force and effect. Any other resolutions whose terms are in conflict with the provisions of this resolution are hereby repealed as to those terms that conflict.

EFFECTIVE DATE.

This resolution shall take effect immediately upon passage as provided by law.

Dated this 20 day of January 2025.

TOWN OF CHRISTIANA


Mark Cook, Chair

ATTEST:


Carissa Lyle, Town Clerk