

**Committee of the Whole**  
*Regular Meeting Notice and Agenda*

**Village of Cross Plains**  
2417 Brewery Road, PO Box 97  
Cross Plains, WI 53528  
(608) 798-3241

Monday, January 12, 2015

I. Call to Order and Roll Call – **6:00 pm**

II. Closed Session

1. The Committee of the Whole will meet in Closed Session pursuant to 19.85(1)(g) for the purpose of 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, specifically regarding an appeal(s) of compensation for property acquired for the Lagoon Street Reconstruction Project.

2. Return to Open Session.

III. Pledge of Allegiance – **7:00 pm**

IV. Public Comment – This is an opportunity for anyone to address the Committee on any issue NOT on the current agenda. *Please observe the time limit of 3 minutes.* While the Committee encourages input from residents, it may not discuss or act on any issue that is not duly noticed on the agenda.

V. Reports

1. Village Officers

a. Village President

b. Village Trustees

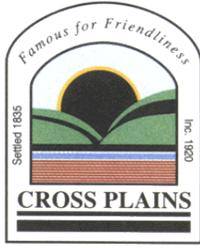
2. Village Departments

VI. Committee Discussion

1. Discussion and action regarding the minutes of the regular meeting held on November 10, 2014.
2. Discussion regarding a contract for project management services from Town and Country Engineering for the 2015 US Highway 14 (Main Street) Utility Reconstruction Project.
3. Discussion regarding an Ordinance to repeal Section 83.19 of the Village Code regarding development in designated water quality corridor areas.
4. Discussion regarding a Request for Proposals for conceptual trail design services.

VII. Adjournment

This meeting notice constitutes an official meeting of the above referenced group and was posted in accordance with all applicable laws related Open Meetings Law. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals. For additional information or to request this service, contact the Village Hall at (608) 798-3241 or [matt@cross-plains.wi.us](mailto:matt@cross-plains.wi.us).



Village of Cross Plains  
PO Box 97, 2417 Brewery Road  
Cross Plains, WI 53528  
Phone: (608) 798-3241  
Fax: (608) 798-3817

## Memorandum

To: Committee of the Whole  
From: Matthew G. Schuenke, Village Administrator/Clerk-Treasurer  
Date: January 9, 2014  
Re: Committee of the Whole meeting – **January 12, 2015**

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*\*\*\*Please remember that the meeting will be called to order at 6:00 pm in order to go right into Closed Session. The Open Session portion of the meeting will not begin until 7:00 pm at the earliest.\*\*\**

### II. Closed Session – **6:00 pm**

1. The Committee of the Whole will meet in Closed Session pursuant to 19.85(1)(g) for the purpose of 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, specifically regarding an appeal(s) of compensation for property acquired for the Lagoon Street Reconstruction Project.

2. Return to Open Session

### III. Pledge of Allegiance – **7:00 pm**

### VI. Committee Discussion

**1. Discussion and action regarding the minutes of the regular meeting held on November 10, 2014** – For approval.

**2. Discussion regarding a contract for project management services from Town and Country Engineering for the 2015 US Highway 14 (Main Street) Utility Reconstruction Project** – While WisDOT has included our utility work in with the road project, the Village is still responsible for the engineering services to plan, design, and now implement the project. Included within your packet is a proposal from the Village Engineer to provide construction related engineering services in the amount of \$285,000. The 2015 Budget through the Water and Sewer funds contains \$300,000 to pay for this work and will be paid for with borrowed money from the State. The details of the work to be provided in this proposal are contained within Exhibit A of the contract and summarized in the letter from the engineer. The key service included within this proposal is to have an onsite Village inspector for the duration of the project in order to ensure that WisDOT's contractor builds the utility infrastructure according to how it has been designed. It is not realistic for Village Staff to fill this role due to the size of the project, the perceived use of multiple crews by the contractor, and need to complete the normal Spring, Summer, and Fall workload. Staff is recommending approval of this contract as presented.

The total cost of the project, including the above proposal, is currently projected at \$5,803,421 for both the water and sewer work. The 2015 Budget includes a total of \$6,020,000 within the Water Utility and Sewer Fund collectively. While there are many variables yet to be determined that have a significant influence on the total cost of the project (mainly bid prices), the project continues to be in line with the cost estimates that were derived when the budget was adopted.

**3. Discussion regarding an Ordinance to repeal Section 83.19 of the Village Code regarding development in designated water quality corridor areas** – The Village Engineer and Public Facilities Director will be present during the meeting to help provide more input to the Committee regarding the water quality implications of this ordinance. The proposed ordinance is again provided in your packet as well as Chapter 65 (Erosion Control and Stormwater Management) for reference.

**4. Discussion regarding a Request for Proposals for conceptual trail design services** – The Board provided funding in the 2015 Budget to continue to develop and design conceptual plans for east to west trail development through Zander Park. An RFP was prepared and advertised in December to solicit proposals from applicable consultants to provide these services and begin the planning process. Completing this work now will help better prepare the Village to apply for grants and get the project ready for construction which is tentatively projected to begin in 2017 or beyond depending on planning and design progress. The proposals are due to the Village Hall on January 19<sup>th</sup> and will be provided at the next Village Board meeting. The RFP is included in your packet for reference.



# Village of Cross Plains

## Monthly Staff Report

Employee Information	
Employee Name: <u>    Matt Schuenke    </u>	Date: <u>    1/9/2015    </u>
Department: <u>    Administration    </u>	
Report Number: <u>    12-2014    </u>	Month: <u>    December    </u>
Routine Responsibilities/Tasks	
December 1 – Plan Commission meeting (Did Not Attend)	December 16 – School District Communication Meeting
December 3 – Staff Meeting	
December 8 – Village Board meeting	
December 9 – Zander Place Ground Breaking	
December 11 – Streetscape Workgroup meeting (Did Not Attend)	
December 12 – Property Tax Bills Mailed	
Special Projects	Extraordinary Circumstances
Compensation/Classification – Job descriptions under review, drafted organizational chart, developing review process.	December 25 and 26 – Offices closed for Christmas Holiday.
Committee Meeting System – Preparing plan with alternatives for board's consideration in February.	
Main Street Streetscape – Finalizing preferred wayfinding and gateway signage. Next meeting January 22 <sup>nd</sup> .	
Tax Bills – insert completed, bills proofed, and prepared for distribution.	
Trail RFP – Drafted and advertised RFP for concept services. Scheduled to approve consultant in January.	
Upcoming Issues	Employee Acknowledgements/Accomplishments
Milestone Donation – Completed CSM, agreement, deeds, and mortgage releases. Recording set as of 12/31.	
Zoning Code Review – Plan and Board approval for map, code and map effective as of Jan 1, 2015.	
Website Updates – Added building info, all adopted ordinances, maps, links to Dane County and Assessor. Working on new design format, online bill pay, and email distribution system.	
NWDSS Cond Use – Working with Senior Center on Conditional Use Permit and condo development.	
Recommended Items for Village Board Action	
Water Quality Ordinance	Highway 14 Utility Construction Proposal from Village Engineer
Conceptual Trail Design Services RFP	

# Village of Cross Plains

## Elected Candidates for Village Office

### *Village President*

	Name	Address	Amend.	GAB 1	GAB 169			GAB 162	GAB 163	GAB 151	
					Date	Num	Valid			Date	Receipt #
1	J. Patrick Andreoni	3041 Creekside Way	Yes	12/15/2014	12/23/2014	30	Yes	12/23/2014	None	12/24/2014	13113-001

### *Village Trustee*

	Name	Address	Amend.	GAB 1	GAB 169			GAB 162	GAB 163	GAB 151	
					Date	Num	Valid			Date	Receipt #
1	Doug Brunner	6004 Laufenberg Blvd.	---	---	---	---	---	---	12/08/2014	---	---
2	Jay Lengfeld	3092 Creekside Way	Yes	12/04/2014	12/29/2014	22	Yes	12/29/2014	None	12/30/2014	13113-002
3	Steve Schunk	1103 Park St.	Yes	12/12/2014	01/05/2015	21	Yes	01/05/2015	None	01/05/2015	13113-003
4	Raymond E. Blanchard	2713 Westview Ct., Apt. #8	No	12/29/2014	01/06/2015	23	Yes	01/06/2015	N/A	01/07/2015	13113-005
5	Clifford Zander	2203 East Street	No	12/31/2014	01/06/2015	28	Yes	01/06/2015	N/A	01/07/2015	13113-004

#### GAB Form Index:

GAB 1	Campaign Registration Statement
GAB 151	Nomination Paper Receipt
GAB 162	Declaration of Candidacy
GAB 163	Notification of Non-Candidacy
GAB 169	Nomination Paper for Non-Partisan Office



# Village of Cross Plains

## Monthly Staff Report

Employee Information	
Employee Name: <u>Tom Malone</u>	Date: <u>January 7, 2015</u>
Department: <u>Administration</u>	
Report Number: <u>12-2014</u>	Month: <u>December</u>
Routine Responsibilities/Tasks	
Processed 2 payrolls for the month. Paid federal & state taxes.	Process tax roll past due bills for W/S
Coordinated w/s complaints and followed up with issues. Processed w/s payments and final read requests	Prepared and staffed Plan Commission Meeting
Assisted residents in person or on the phone with various requests and questions	Coordinated monthly Streetscape Workgroup meeting
Monthly reconciliation of previous month	Assisted in preparing packet materials for Board
Processed monthly payments for retirement, deferred comp., life insurance, income continuation and dental	
Entered in monthly receipts to accounting software	
Special Projects	Extraordinary Circumstances
Enter 2015 budget into software	<<< Entered new funds in chart of accounts
Coordinate Lagoon sewer lateral meetings	<<< Prepared new benefits sheets for new year with new pay codes for new funds
Prepare open enrollment information for benefits	<<< Scheduled audit and workers comp audit
Intent to apply application for storm water management permit started	
Quarterly fed tax paperwork and unemployment reports submitted	
Upcoming Issues	Employee Acknowledgements/Accomplishments
Continue to assist with Streetscape Committee	<<< Complete a Compliance Assurance Plan for recycling as directed by the DNR
Start prepping for 2014 audit field work	
Change out forms and binders for 2015	
Storm water intent to apply form	
Recommended Items for Village Board Action	



# Village of Cross Plains

## Monthly Staff Report

Employee Information	
Employee Name: <u>Mike Axon</u>	Date: <u>December 28, 2014</u>
Department: <u>Parks and Recreation</u>	
Report Number: <u>12-2014</u>	Month: <u>December</u>
Routine Responsibilities/Tasks	
Evaluate Fitness Pass Instructors and financial recordings.	Each quarter instructors are evaluated in regards to the number of participants and passes added. This is done to insure the needs of each program
Put up boards for the ice Skating Rink at Pool.	
Recreation Coordinator yearly evaluation.	
Special Projects	Extraordinary Circumstances
Update Parks and Recreation website (Sportsman)	
Snow shoe/Cross Country Ski Special Event planning.	Work with local volunteer groups and the Ice Age Park and Trail Foundation on a date and the events special needs (February 7)
Painting of the Cross Plains Pool bath-house. (Interior)	
Capital improvement completion of the Baer Park shelter.	Heinz construction completed the siding on the old shelter at Baer Park. New partitions, ada rails and hand dryers will be installed over the next few months.
Upcoming Issues	Employee Acknowledgements/Accomplishments
2015 Spring Summer Activity Guide	
2015 advertising and sponsorship packets	
Recommended Items for Village Board Action	



# Village of Cross Plains

## Monthly Staff Report

Employee Information	
Employee Name: <u>Chief Thomas Janssen</u>	Date: <u>December , 2014</u>
Department: <u>Cross Plains Police Department</u>	
Report Number: <u>2014-12</u>	Month: <u>Dec.</u>
Routine Responsibilities/Tasks	
	Working on evaluations for employees.
See attached for routine monthly activities	
Extraordinary Circumstances	
The village had 25 vehicles entered during evening of the 15 <sup>th</sup> . Still under investigation. All vehicles were unlocked. Individual was located in Madison area with some of the stolen property. Charges filed through Madison.	Working on a larger bad check case with several other jurisdictions.
	Start of planning on some of the presentations for 2015.
New squad video system ordered. Lt. Davis working on several technical issues prior to the deployment of system.	
Upcoming Issues	Employee Acknowledgements/Accomplishments
Possibly look at making no parking area on Market St. from Main St. to bridge during construction of Hwy 14. Road narrows down there and we have received several complaints about traffic flow.	
Recommended Items for Village Board Action	
See above	



# Incident Analysis Report

## Summary By Incident Type

Cross Plains  
Police Department  
Official Case Report  
**Do Not Re-Release**

**Print Date/Time:** 01/09/2015 09:48  
**Login ID:** cplmd  
**Incident Type:** All  
**Call Source:** All

**From Date:** 12/01/2014 00:00  
**To Date:** 12/31/2014 23:59

Village of Cross Plains Police Department  
**ORI Number:** WI0131300

**Officer ID:** All  
**Location:** All

Incident Type	Number of Incidents
911 Abandoned Call	1
911 Disconnect	2
Accident Property Damage	2
Alarm	6
Animal Complaint-Disturbance	1
Animal Complaint-Stray	1
Annoying/Obscene Phone Call	1
Assist Citizen-Vehicle Lockout	7
Assist Citizen	5
Assist Dane County Sheriff	2
Assist Fire/Police	4
Check Person	4
Check Property/Vacation Check	27
Child Abuse	1
Damage to Property	2
Disturbance	1
Domestic Disturbance	2
Drug Investigation	1
EMS Assist	9
Found Property	1
Fraud	1
Information	12
Intoxicated Person	1
Juvenile Complaint	1
Neighbor Trouble	2
Noise Complaint	1
OMVWI Arrest/Intoxicated Driver	2
On St Parking Complaint	1
Phone	3
Pvt Prop Parking Complaint	1
Question 911 Call	1
Retail Theft	1
Safety Hazard	2
Silent 911 Call	3
Solicitors Complaint	1
Suspicious Person	1
Suspicious Vehicle	1
Theft	3



# Incident Analysis Report

## Summary By Incident Type

Cross Plains  
Police Department  
Official Case Report  
**Do Not Re-Release**

**Print Date/Time:** 01/09/2015 09:48  
**Login ID:** cplmd  
**Incident Type:** All  
**Call Source:** All

**From Date:** 12/01/2014 00:00  
**To Date:** 12/31/2014 23:59

Village of Cross Plains Police Department  
**ORI Number:** WI0131300

**Officer ID:** All  
**Location:** All

<b>Incident Type</b>	<b>Number of Incidents</b>
Theft from Auto	10
Traffic Arrest	14
Traffic Complaint/ Investigation	1
Traffic Incident	3
Traffic Stop	17
Traffic/Citizen Complaint	2
Violation of Court Order	1
Voided Case/Incident Number	1
Worthless Checks	1
<b>Total:</b>	<b>168</b>

Bourbon Rd. Citations issued from July 01, 2014 to January 31, 2014

Speed over the limit:

0-10 – 0

11-15 – 6

16-20 – 4

21-25 - 0



# Village of Cross Plains

## Monthly Staff Report

Employee Information	
Employee Name: <u>Jerry Gray</u>	Date: <u>January 7, 2014</u>
Department: <u>Public Facilities</u>	
Report Number: <u>2014-12</u>	Month: <u>December</u>
Routine Responsibilities/Tasks	
Snow and Ice control	Installing snowmobile control on bridges and along Mill Creek Parkway
Building and equipment maintenance.	Shutting down parks and facilities for winter.
Work with utility customers on consumption complaints.	
Special Projects	Extraordinary Circumstances
Working with Village Staff and Consultants on: Zander Redevelopment	Note – due to equipment problems during paving activity there are some areas of new pavement on Martin St that are compromised. The contractor is aware of this and will make repairs in the spring.
HWY 14 – Ongoing – Begin finalizing plans to accommodate construction start in March..	
Lagoon St/Mill Creek Parkway – On hold till spring	
Working with Town and Country Engineering, Montgomery and Assoc and DNR regulatory on dewatering permit for Hwy 14 Project – permit nearing completion. Wrapping up final plans for handling contaminated groundwater.	
Working with Town and Country Engineering, USGS, DNR Fisheries and DNR Regulatory on upcoming Phosphorus removal requirements for the WWTP. Monitoring has started.	
Obtained permit for WWTP Discharge.	
Upcoming Issues	Employee Acknowledgements/Accomplishments
Prepping for 2015 Hwy 14 Project	
Recommended Items for Village Board Action	

# Committee of the Whole

## *Meeting Minutes*

### **Village of Cross Plains**

2417 Brewery Road, PO Box 97

Cross Plains, WI 53528

(608) 798-3241

**Monday, November 10, 2014**

**7:00 pm**

#### I. Call to Order, Roll Call, and Pledge of Allegiance

President Andreoni called the regular Committee of the Whole meeting to order at 7:03 pm.

Present: Trustees William Brosius, Doug Brunner (arrived at 7:18 pm), Judy Ketelboeter, Jay Lengfeld, Steve Schunk, Lee Sorensen, and President Pat Andreoni.

#### II. Public Comment – None.

#### III. Reports

##### **1. Village Officers**

###### *a. Village President*

- Commented that Tuesday, November 11<sup>th</sup> is Veterans Day.

###### *b. Village Trustees*

- Trustee Sorensen commented on an article published in the Municipality (produced by the League of Wisconsin Municipalities) regarding the value of increased positive communications.
- Trustee Brunner stated that he was present at the Open House for the new Kalscheur Dodge-Chrysler and that it was well attended by the community.

**2. Village Departments** - Presentations of the Department Monthly Report were provided during the budget discussion.

#### V. Committee Discussion

**1. Approval of the regular meeting minutes of October 13, 2014 and special meeting minutes of October 20, 2014** – A motion was made by Trustee Brosius, seconded by Trustee Sorensen, and unanimously carried by the Committee of the Whole to approve the regular meeting minutes of October 13, 2014 and special meeting minutes of October 20, 2014.

**2. Discussion and review of the 2015 Budget including the following sections:**

- *Review changes to the budget since the last meeting* – Several changes were presented for review to the Committee regarding the 2015 Compensation Plan, School Resource Officer, Crossing Guards, NWDSS assessment change, and other related adjustments.
- *Final Review of General, Capital, Library, and Parks/Recreation Funds* – The following changes were discussed prior to the 2015 Budget’s consideration by the Village Board:
  1. Total Assessed Value will be adjusted to match the 2014 Statement of Assessment approved by the State of Wisconsin.
  2. Line Item #110-59200-000 will be adjusted to offset the resulting decrease in value from Change #1 listed above.
  3. Full-time salaries within the Library will be shown with a general increase of 2.0% for each employee similar to that for other General Employees.
- *Debt Service Fund* – Review complete.
- *Tax Increment District Fund* – Review complete.
- *Water Utility* – Review complete.
- *Sewer Fund* – Review complete.

VII. Adjournment

A motion was made by Trustee Brunner, seconded by Trustee Ketelboeter, and unanimously carried by the Committee of the Whole to adjourn at 9:01 pm.

Pursuant to law, written notice of this meeting was given to the public and posted on the public bulletin boards in accordance with Open Meetings Law.

Respectfully submitted,

---

Matthew G. Schuenke  
Village Administrator/Clerk-Treasurer

January 9, 2015

Mr. Matthew Schuenke  
Village Administrator  
Village of Cross Plains  
2417 Brewery Road  
P.O. Box 97  
Cross Plains, WI 53527

Subject: Bidding and Construction Phase Engineering Services Contract for 2015  
Main Street Utilities Improvements

Dear Matt:

Attached for review and approval by the Village Board of Trustees are three (3) copies of a bidding and construction phase engineering services contract to assist the Village in reconstruction of sanitary sewers and water mains on Main Street (U.S. Highway 14), from Market Street to Westview Court, including replacement of existing service laterals from the new mains to the street right-of-way lines and assisting in conversion of existing sanitary sewer laterals on the south side of Main Street from discharge to the existing Lagoon Street sanitary sewer to discharge to the new sanitary sewer on Main Street. This work will be completed as part of a larger Wisconsin Department of Transportation U.S. Highway 14 reconstruction project.

The contract is on an hourly cost (time and materials) basis at our standard 2015 municipal engineering charge-out rates. Costs will only be billed for services actually rendered. The total estimated cost based upon our current knowledge is \$285,000. The contract covers bidding-related services, construction staking, construction administration and construction observation. The estimated contract amount includes the services of an on-site Resident Project Representative responsible for construction staking, construction observation and documentation of installed locations for the duration of the water main and sanitary sewer construction. This is an estimated \$120,000 of the \$285,000 total. Not included under the contract are the following:

- Any technical services associated with storm sewer, street, curb & gutter and sidewalk construction, or surface restoration work, all of which are assumed to be handled by the Wisconsin Department of Transportation
- Compaction testing during construction
- Contamination-related services
- Abandonment of the "Lagoon Street" sanitary sewer

As with past contracts, the contract form is that recommended by the National Society of Professional Engineers. The contract has a main body of basic "boiler-plate" provisions and four exhibits defining scope of work, cost, etc. Exhibit A is the detailed description of our anticipated services. These standard form contracts get rather lengthy, but it is much less work to write a long contract using standard forms than to write a short contract tailored to the individual job. If the contract is satisfactory, please sign page thirteen of each copy of the contract and fill in the Village representative blanks. Then return at least one copy to this office.

We have attached a summary of our current estimate of the total project costs. This is a very complex project, with the Village work being bid as a part of a larger Wisconsin Department of Transportation project. The Village will have less control than usual over the contractor's activities, costs and schedule. Very difficult groundwater dewatering will be a significant issue. I will be in attendance at the January 12 Committee of the Whole meeting, not only to answer questions about our proposed contract, but also to discuss the project as a whole.

Thank you for the opportunity to again be of service to the Village of Cross Plains on such an important project.

Very truly yours,

TOWN & COUNTRY ENGINEERING, INC.



Warren O. Myers, P.E.  
Senior Project Manager

WOM:sai

J:\JOB#\S\Cross Plains\CP-00-00\O&E\O & E 2015 Main Street Utilities Improvements CP 71\O&E Ltr..doc

Current Estimated Project Cost Summary, 1/9/15  
VILLAGE OF CROSS PLAINS 2015 MAIN STREET (US HIGHWAY 14) UTILITY IMPROVEMENTS

<u>Element</u>	<u>Cost</u>	
Pre-Bid Construction Cost Estimate (under a WisDOT Construction Contract)	\$ 4,484,928.25	
Contamination Treatment Equipment to Be Provided by Village	\$ 75,000.00	
Lagoon Street Sanitary Sewer Lateral Conversion (24 @\$10,000 each)	\$ 240,000.00	
Operation of Contamination Treatment Equipment to Be Provided by Village	<u>\$ 35,000.00</u>	
CONSTRUCTION SUBTOTAL	\$4,834,928.25	<u>% of Const. Subtotal</u>
 ENGINEERING & TECHNICAL SERVICES		
Preliminary Engineering Report (2011)	\$50,000.00	1.03%
Preliminary Design (2012 - 2014)	\$150,000.00	3.10%
Construction Administration, Staking & Resident Construction Observation	\$285,000.00	<u>5.89%</u> 10.03%
 CONTINGENCY @ 10% OF CONSTRUCTION SUBTOTAL	 <u>\$483,492.83</u>	
PROJECTED TOTAL *	\$5,803,421.08	

\*The 2011 Preliminary Design Report Estimated the Cost at \$6,008,000, but included \$494,240 of stormwater management improvements. The Projected Total does not include any WisDOT charges for administering the project.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT  
BETWEEN VILLAGE OF CROSS PLAINS (OWNER) AND  
TOWN & COUNTRY ENGINEERING, INC. (ENGINEER)  
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
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**Changes to the original language in EJCDC E-500 are highlighted in gray.**

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – SERVICES OF ENGINEER .....	1
1.01 Scope .....	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES .....	1
2.01 General.....	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES .....	2
3.01 Commencement .....	2
3.02 Time for Completion.....	2
ARTICLE 4 – INVOICES AND PAYMENTS.....	2
4.01 Invoices.....	2
4.02 Payments.....	2
ARTICLE 5 – OPINIONS OF COST.....	3
5.01 Opinions of Probable Construction Cost.....	3
5.02 Designing to Construction Cost Limit.....	3
5.03 Opinions of Total Project Costs .....	3
ARTICLE 6 – GENERAL CONSIDERATIONS .....	3
6.01 Standards of Performance.....	3
6.02 Design Without Construction Phase Services.....	5
6.03 Use of Documents.....	5
6.04 Electronic Transmittals .....	6
6.05 Insurance .....	6
6.06 Suspension and Termination.....	7
6.07 Controlling Law .....	9
6.08 Successors, Assigns, and Beneficiaries.....	9
6.09 Dispute Resolution.....	9
6.10 Environmental Condition of Site .....	10
6.11 Indemnification and Mutual Waiver .....	10
6.12 Records Retention .....	11
6.13 Miscellaneous Provisions.....	11
ARTICLE 7 – DEFINITIONS .....	12
7.01 Defined Terms.....	12
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS.....	16
8.01 Exhibits Included: .....	16
8.02 Total Agreement: .....	16
8.03 Designated Representatives:.....	17
8.04 Engineer’s Certifications: .....	17

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of January 6, 2015 ("Effective Date") between the Village of Cross Plains ("Owner") and Town & Country Engineering, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Reconstruction of sanitary sewers, water mains and service laterals on Main Street (U.S. Highway 14) from Market Street to Westview Court, including replacement of existing service laterals from the new mains to the street right-of-way lines and assisting in conversion of existing sanitary sewer laterals on the south side of Main Street from discharge to the existing Lagoon Street sanitary sewer to the new sanitary sewer on Main Street. The project will be bid and constructed as part of a larger Wisconsin Department of Transportation U.S. Highway 14 reconstruction project ("Project"). Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Bidding assistance, construction staking, construction administration and resident construction observation.

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Engineer's services;
  2. the presence at the Site of any Constituent of Concern; or
  3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

## ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

### 3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

### 3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

## ARTICLE 4 – INVOICES AND PAYMENTS

### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

### 4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### 5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical

accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations

applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

#### 6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. ~~If mutually agreed~~ Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. ~~If Owner and Engineer are listed as additional insureds~~ all policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.06 *Suspension and Termination*

##### A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
1. For cause,
    - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
    - b. by Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
      - 3) Engineer shall have no liability to Owner on account of such termination.
    - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of

termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

#### 6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

#### 6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

#### 6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

#### 6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days' notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of

Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

#### 6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or

certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
  - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
  - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
  - 6. *Change Order*—A document which is signed by Contractor, **WisDOT** and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

**36. *WisDOT*—State of Wisconsin Department of Transportation.**

37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and

equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

38. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## **ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

### **8.01 *Exhibits Included:***

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work – Not used.
- F. Exhibit F, Construction Cost Limit – Not used.
- G. Exhibit G, Insurance – Not used.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability – Not used.
- J. Exhibit J, Special Provisions – Not used.
- K. Exhibit K, Amendment to Owner-Engineer Agreement – Not used at the time of Original Contract Development.

### **8.02 *Total Agreement***

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

### 8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

### 8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.**

Owner:  
Village of Cross Plains  
By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Engineer:  
Town & Country Engineering, Inc.  
By: \_\_\_\_\_  
Print name: Eugene A. Laschinger, P.E.  
Title: President  
Date Signed: \_\_\_\_\_

Engineer License or Firm's Certificate No. (if required):  
37471-006  
State of: Wisconsin

Address for Owner's receipt of notices:  
\_\_\_\_\_

Address for Engineer's receipt of notices:  
2912 Marketplace Drive, Suite 103  
Madison, WI 53719

Designated Representative (Paragraph 8.03.A):  
\_\_\_\_\_  
Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Designated Representative (Paragraph 8.03.A):  
Warren O. Myers, P.E.  
Title: Senior Project Manager  
Phone Number: (608) 273-3350  
E-Mail Address: tce@tcengineers.net

This is **EXHIBIT A**, consisting of 10 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 6, 2015.

## **Engineer's Services**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

A1.01 *Study and Report Phase – Not Used*

A1.02 *Preliminary Design Phase – Not Used*

A1.03 *Final Design Phase – Not Used*

A1.04 *Bidding Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Design Phase, and upon authorization by Owner to proceed, Engineer shall:

1. Perform or provide the following Bidding Phase tasks or deliverables: Assist the Village during the WisDOT bidding process and attend WisDOT pre-bid meetings as necessary.

B. The Bidding Phase will be considered complete upon commencement of the Construction Phase.

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding Phase, and upon authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract to the extent possible under the WisDOT construction contract for the project and WisDOT practices and regulations. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, except that the WisDOT will be the contracting entity and will be responsible for issuing orders to the Contractor and administering applications for payment from the Contractor. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction

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#### **Exhibit A – Engineer's Services**

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Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with WisDOT and the Contractor to the extent provided in this Agreement.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, WisDOT and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Drawings. Throughout the Construction Phase, make such original printed record version of the Construction Drawings available to Contractor, WisDOT and Owner for review.
7. *Schedules:* Receive, review, and comment upon the acceptability of any and all schedules that Contractor is required to submit to WisDOT, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, utilize WisDOT baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather

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Exhibit A – Engineer's Services

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are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. *Defective Work:* If, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents, provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
  11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
  12. *Clarifications and Interpretations:* Accept from Contractor, WisDOT and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
  13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction

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Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may recommend to the WisDOT the issuance of Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner and WisDOT, as appropriate.
16. *Differing Site Conditions:* Respond to any notice from WisDOT or Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
  - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either recommend denial of the Change Proposal in whole, recommend approval of it in whole, or recommend that the Owner deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
  - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by WisDOT; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or

that there may not be other matters at issue between WisDOT and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
  23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures of WisDOT in compiling a punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion, if applicable. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
  24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: Prepare Record Drawings.
  25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend final payment to Contractor.
  26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, WisDOT, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

#### A1.06 *Post-Construction Phase*

- A. Upon authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with WisDOT and Contractor concerning correction of any such defective Work and any needed repairs.
  2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
  3. Perform or provide the following other Post-Construction Phase tasks or deliverables:  
None.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

### **PART 2 – ADDITIONAL SERVICES**

#### A2.01 *Additional Services Requiring Owner's Authorization*

- A. If authorized by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
5. Undertaking investigations and studies including, but not limited to:
  - a. detailed consideration of operations, maintenance, and overhead expenses;
  - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
  - c. preparation of appraisals;
  - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
  - e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.
6. Furnishing services of Consultants for other than Basic Services.
7. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
8. Providing the following services:
  - a. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
9. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office.
10. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
11. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
12. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

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**Exhibit A – Engineer's Services**

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13. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
14. Conducting post-construction investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
15. Protracted or extensive assistance in refining and adjusting Project equipment and systems (such as initial startup, testing, and balancing).
16. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
17. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
18. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
19. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
20. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

**A2.02 Additional Services Not Requiring Owner's Authorization**

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of notice to cease from Owner.
  1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 6, 2015.

## **Owner's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards. Owner shall have responsibility for the final content of bidding-related documents and those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. Utility and topographic mapping and surveys.
  4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections

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**Exhibit B – Owner's Responsibilities**

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- of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits, other than those obtained prior to bidding, from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

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**Exhibit B – Owner's Responsibilities**

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- K. Inform Engineer of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- L. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render timely decisions pertaining thereto.
- M. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- N. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- O. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- P. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- Q. Perform or provide the following: None.

This is **EXHIBIT C**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 6, 2015.

## **Payments to Engineer for Services and Reimbursable Expenses**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

### **ARTICLE 2 – OWNER’S RESPONSIBILITIES**

#### **C2.01 Compensation For Basic Services (other than Resident Project Representative)**

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
  2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
  3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
  4. The total compensation for services under Paragraph C2.01 is estimated to be \$165,000.
  5. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, anticipated overtime for Resident Project Representative, Reimbursable Expenses, and Engineer’s Consultants’ charges.
  6. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer’s Consultants’ charges.
  7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

#### **C2.02 Compensation For Reimbursable Expenses**

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.

- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment, such as computers with AutoCAD, Total Station surveying equipment and GPS surveying equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

**C2.03 Other Provisions Concerning Payment**

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
  - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

C2.04 *Compensation for Resident Project Representative Basic Services*

E. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$120,000 based upon full-time RPR services on an eleven-hour workday, Monday through Friday, over a six-month construction schedule.

F. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.0.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1<sup>st</sup> of each year) to reflect equitable changes in the compensation payable to Engineer.

G. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. *Estimated Compensation Amounts:*
  - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

## **Additional Services – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

### **C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment**

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
  2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment, such as computers with AutoCAD, Total Station surveying equipment and GPS surveying equipment.
  3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.0.
  4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.
  2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 6, 2015.

## **Standard Hourly Rates Schedule**

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Principal/Senior Project Manager	\$140.00 per hour
Senior Project Engineer	\$120.00 per hour
Project Engineer II	\$110.00 per hour
Project Engineer I	\$105.00 per hour
Staff Engineer II	\$90.00 per hour
Staff Engineer I	\$80.00 per hour
Senior Engineering Technician	\$80.00 per hour
Resident Project Representative	\$80.00 per hour
Engineering Technician II	\$70.00 per hour
Engineering Technician I	\$60.00 per hour
Secretary II	\$50.00 per hour
Secretary I	\$45.00 per hour

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 6, 2015.

### **Reimbursable Expenses Schedule**

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Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Mileage	\$0.65 per mile
Robotic Total Station/GPS Survey Equipment	\$20.00 per hour of actual use
Computer used for CADD	\$15.00 per hour of actual use
Plotter	\$15.00 per plan sheet

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 6, 2015.

## **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

### **ARTICLE 1 - SERVICES OF ENGINEER**

#### **D1.01 Resident Project Representative**

- C. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- D. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- E. The duties and responsibilities of the RPR are as follows:
  - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer, WisDOT and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

Exhibit D - Resident Project Representative.

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(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Village's specifications for the work.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Village's specifications for the work (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Village's specifications for the work are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

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Page 2

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

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**Exhibit D - Resident Project Representative.**

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**Page 3**

- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
  - e. Maintain records for use in preparing Project documentation.
  - f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
12. *Reports:*
- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
  - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
  - d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
15. *Completion:*
- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
  - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

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Page 4

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

F. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 6, 2015.

## **Dispute Resolution**

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Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

### **H6.08 *Dispute Resolution***

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by an agreed upon Dane County mediation service. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

**VILLAGE OF CROSS PLAINS  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO REPEAL SECTION 83.19 OF THE VILLAGE OF CROSS  
PLAINS CODE OF ORDINANCES REGARDING DEVELOPMENT IN  
DESIGNATED WATER QUALITY CORRIDOR AREAS**

The Village Board of the Village of Cross Plains, Dane County, Wisconsin, does hereby ordain as follows:

1. Section **83.19, Development in Designated Water Quality Corridor Areas**, of the Village of Cross Plains Code of Ordinances is hereby repealed in its entirety and of no further legal effect.
2. **Effective Date.** The effective date of this Ordinance shall be upon passage and posting.

**VILLAGE OF CROSS PLAINS:**

By: \_\_\_\_\_  
J. Patrick Andreoni, Village President

**ATTEST:**

By: \_\_\_\_\_  
Matthew G. Schuenke,  
Village Clerk/Administrator/Treasurer

Vote:

Yes \_\_\_\_\_

No \_\_\_\_\_

**SECTION 83.19 Development in Designated Water Quality Corridor Areas.**

- (a) No subdivision or land division of lands annexed to the Village after January 22, 2007 that lies within the Village of Cross Plains extraterritorial jurisdiction area and that falls within 300 feet of the center line of Black Earth Creek east of the Village wastewater treatment plant discharge, within 200 feet of the center line of Garfoot Creek or Black Earth Creek west of the wastewater treatment plant discharge, within 150 feet of the center line of Brewery Creek or the Swanson Swamp drainage, or east of County Road P and between U.S. Highway 14 and Stagecoach Road shall be developed for public or private residential use or for commercial or industrial development. Construction of public utilities, trailways and parkland-related facilities within these areas is permissible.
- (b) No subdivision or land division of lands annexed to the Village after January 22, 2007 that lies within the Village of Cross Plains extraterritorial jurisdiction area and that falls within 1,500 feet of the center line of a perennial watercourse may be approved which would result in the sum of the planned impervious areas within the development, including existing impervious areas, exceeding 20% of the total area in the development as measured on a horizontal plane. In addition, in such areas, stormwater management practices shall be provided to infiltrate sufficient runoff volume so that the post-development infiltration volume shall be 100% of the presettlement infiltration volume.
- (c) The subdivider shall identify the water quality corridor areas by placing a one-inch iron pipe at the edge of the corridors at intersecting property lines.

## **CHAPTER 65**

## **EROSION CONTROL AND STORMWATER MANAGEMENT**

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- 65.01 Authority**
- 65.02 Findings**
- 65.03 Purpose and Objectives**
- 65.04 Abrogation and Greater Restrictions**
- 65.05 Interpretation**
- 65.06 Definitions**
- 65.07 Special Ground Disturbing Time Limits for Plats**
- 65.08 Applicability of Erosion Control Requirements**
- 65.09 Applicability of Stormwater Control Requirements**
- 65.10 Exemptions and Clarifications**
- 65.11 Permit Procedure**
- 65.12 Inspections**
- 65.13 Erosion Control Plan**
- 65.14 Stormwater Management Plan**
- 65.15 Maintenance of Control Measures**
- 65.16 Off-site Stormwater Management**
- 65.17 Technical Standards and Specifications**
- 65.18 Disposal of Leaves in Proximity to Watercourses**
- 65.19 Fees**
- 65.20 Enforcement; Violations and Penalties**
- 65.21 Appeals and Variances**
- 65.22 Financial Responsibility**

## **CHAPTER 65**

# **EROSION CONTROL AND STORMWATER MANAGEMENT**

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### **SECTION 65.01 Authority.**

This chapter is adopted under the authority granted by § 61.34(1), 61.35, 61.354, 62.23 and 236.45. Wis. Stats.

### **SECTION 65.02 Findings.**

The Village Board finds that construction site erosion and uncontrolled stormwater runoff from land disturbing and land development activities have significant adverse impacts upon regional water resources and the health, safety, property and general welfare of the community and diminish the public enjoyment and use of natural resources. The Village Board finds that effective sediment and stormwater management depends on proper planning, design, and timely installation of conservation and management practices and their continuing maintenance. Specifically, soil erosion and stormwater runoff can:

- (a) Carry sediment, nutrients, pathogens, organic matter, heavy metals, toxins and other pollutants to regional lakes, streams and wetlands;
- (b) Diminish the capacity of water resources to support recreational and water supply uses and a natural diversity of plant and animal life;
- (c) Clog the Village's existing drainage systems, increasing maintenance problems and costs;
- (d) Cause bank and channel erosion;
- (e) Increase downstream flooding;
- (f) Reduce groundwater recharge, which may diminish stream base flows and lower water levels in regional lakes, ponds and wetlands;
- (g) Contaminate drinking water supplies;
- (h) Increase risk of property damage and personal injury; and
- (i) Cause damage to agricultural fields and crops.

### **SECTION 65.03 Purpose and Objectives.**

It is the purpose of this chapter to preserve the natural resources, to protect the quality of the waters of the state and the Village and to protect and promote the health, safety and welfare of the people to the extent practicable by accomplishing the following objectives:

- (a) Promote regional stormwater management by watershed;
- (b) Minimize sedimentation, water pollution from nutrients, heavy metals, chemical and petroleum products and other contaminants, flooding and thermal impacts to the water resources of the Village;

- (c) Promote infiltration and groundwater recharge;
- (d) Protect functional values of natural watercourses and wetlands;
- (e) Provide a set of performance standards that are consistent with or exceed the standards set forth by Dane County;
- (f) Achieve an eighty-percent reduction in sediment load rates to Dane County waters compared to no controls for all new development, a forty-percent reduction in sediment load rates compared to no controls for all redevelopment and street reconstruction, and a twenty-percent reduction in sediment load rates compared to no controls for existing developments;
- (g) Ensure no increase in temperature of stormwater post construction in order to protect cold water communities;
- (h) Ensure no increase in the rate of surface water drainage from sites during or after construction; and
- (i) Protect public and private property from damage resulting from runoff or erosion.

**SECTION 65.04 Abrogation and Greater Restrictions.**

It is not intended by this chapter to repeal, abrogate, annul, impair or interfere with any existing easements, covenants, deed restrictions, agreements, rules, regulations, ordinances or permits previously adopted or issued pursuant to law. Wherever this chapter imposes greater restrictions, the provisions of this chapter shall govern.

**SECTION 65.05 Interpretation.**

In their interpretation and application, the provisions of this chapter shall be held to be the minimum requirements and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes.

**SECTION 65.06 Definitions.**

As used in this chapter, the following terms shall have the meaning indicated:

- (a) **Affected.** A regulated activity has significantly;
  - (1) Caused negative impacts on water quality or the use or maintenance of one's property or business; or
  - (2) Endangered health, safety, or general welfare.
- (b) **Agricultural.** Related to or used for the production of food and fiber, including but not limited to, general farming, livestock and poultry enterprises, grazing, nurseries, horticulture, viticulture, truck farming, forestry, sod production, cranberry productions and wild crop harvesting and includes lands used for on-site buildings and other structures necessary to carry out such activities.
- (c) **Bank Erosion.** The removal of soil or rock fragments along the banks or bed of a stream channel resulting from high flow after rain events.
- (d) **Basin.** The total area drained by Black Earth Creek or the total area drained by any of its tributaries, exclusive of any other drainage area.

- (e) **Best Management Practice.** A practice, technique, or measure that is an effective, practical means of preventing or reducing soil erosion or water pollution, or both, from runoff both during and after land development activities. These can include structural vegetative or operational practices.
- (f) **Cold Water Community.** Surface waters capable of supporting a community of cold water fish and other aquatic life or serving as a spawning area for cold water fish species.
- (g) **Connected Imperviousness.** An impervious surface that is directly connected to a separate storm sewer or water of the state via an impervious flow path.
- (h) **Construction Site Erosion Control.** Preventing or reducing soil erosion and sedimentation from land development and land disturbing activity.
- (i) **Control Measure.** A structural or nonstructural practice or combination of practices to control sediment and other pollutants, manage runoff or maintain infiltration devices, wet detention basins, grit chambers, filter fences, mulching and seeding and minimize the extent and duration of disturbed areas.
- (j) **Control Plan.** A written description of the number, locations, sizes and other pertinent information of control measures designed to meet the requirements of this chapter submitted by the applicant for review and approval by the Plan Commission and Village Board.
- (k) **Effective Infiltration Area.** The area of the infiltration system that is used to infiltrate runoff and does not include the area used for site access, berms or pretreatment.
- (l) **Erosion.** The detachment and movement of soil, sediment or rock fragments by water, wind, ice or gravity.
- (m) **Excavation.** Any act by which organic matter, earth, sand, gravel, rock or any other material is cut into, dug, quarried, uncovered, removed. Displaced, relocated or bulldozed and shall include the resulting conditions.
- (n) **Existing Development.** Buildings and other structures and impervious area existing prior to August 22, 2001.
- (o) **Fill.** An act by which earth, sand, gravel, rock or any other material is deposited, placed, replaced, pushed, dumped, pulled, transported or moved by man to a new location and shall include the resulting conditions.
- (p) **Financial Security Instrument.** An escrow account or certified check, irrevocable letter of credit, or similar guarantee submitted to the Village to assure that requirements of this chapter are carried out in compliance with the stormwater management plan.
- (o) **Gully Erosion.** A severe loss of soil caused by or resulting in concentrated flow of sufficient velocity to create a defined flow channel.
- (p) **Heavily Disturbed Site.** A site where an area of land is subjected to significant compaction due to the removal of vegetative cover or earthmoving activities, including filling.
- (q) **Hydrologic Soil Group (HGC).** Has the meaning used in the runoff calculation methodology promulgated by the United States Natural Resources Conservation Service Engineering Field Manual for Conservation Practices.

- (r) **Impervious Surface.** Any land cover that prevents rain or melting snow from soaking into the ground, such as roofs (including overhangs), roads, sidewalks, patios, driveways and parking lots. For purposes of this chapter, all road, driveway or parking surfaces, including gravel surfaces, shall be considered impervious unless specifically designed to encourage infiltration and approved by the local approval authority.
- (s) **Infiltration.** For the purposes of this ordinance, refers to any precipitation that does not leave the site as surface runoff. Infiltration shall be calculated using a mathematical model as accepted by the Dane County Conservationist with input parameters as established by the Dane County Conservationist.
- (t) **Infiltration System.** A device or practice such as a basin, trench, rain garden or practice designed specifically to encourage infiltration, but does not include natural infiltration in pervious surfaces such as lawns, redirecting of rooftop downspouts onto lawns or minimal infiltration from practices such as swales or road side channels designed for conveyance and pollutant removal only.
- (u) **Karst Feature.** An area or surficial geologic feature subject to bedrock dissolution so that it is likely to provide a conduit to groundwater. This may include wells, sinkholes, swallets, fractured bedrock at the surface, mine shafts, nonmetallic mines, tile inlets discharging to groundwater, quarries, or depressionnal groundwater recharge areas over shallow fractured bedrock.
- (v) **Land Disturbing Activity.** Any land alterations or disturbances that may result in soil erosion, sedimentation, or change in runoff including but not limited to removal of ground cover, grading, excavating and filling of land.
- (w) **Land User.** Any person operating, leasing, renting or having made other arrangements with the landowner by which the landowner authorizes use of his land.
- (x) **Lightly Disturbed Site.** A site where an area of land is subjected to minor compaction, due to the limited removal of vegetative cover or earth-moving activities.
- (y) **Local Approval Authority.** The Village staff, agency or contracted entity charged by the Village Board of Trustees with responsibility for enforcing stormwater and erosion control ordinances. Unless amended, this shall be the Zoning Administrator for the Village
- (z) **Local Land Division Ordinance.** Chapter 83 of the Cross Plains Code of Ordinances.
- (aa) **Maximum Extent Practicable (MEP).** A level of implementing best management practices in order to achieve a performance standard specified in this chapter which takes into account the best available technology, cost effectiveness and other competing issues such as human safety and welfare, endangered, and threatened resources, historic properties and geographic features. MEP allows flexibility in the way to meet performance standards and may vary based on the performance standard and site conditions.

- (bb) **New Development.** Any of the following activities:
  - (1) Structural development, including construction of a new building or other structures;
  - (2) Expansion or alteration of an existing structure that results in an increase in the surface dimensions of the building or structure;
  - (3) Land disturbing activities; or
  - (4) Creation or expansion of impervious surface.
- (cc) **Nonerosive Velocity.** A rate of flow of stormwater runoff usually measured in feet per second, that does not erode soils. Nonerosive velocities vary for individual sites, taking into account topography, soil type, and runoff rates.
- (dd) **Peak Flow.** The maximum rate of flow of water at a given point in a channel, watercourse, or conduit resulting from the predetermined storm or flood.
- (ee) **Permittee.** The holder of a permit issued pursuant to this chapter.
- (ff) **Pervious Service.** Any land cover that permits rain or melting snow to soak into the soil.
- (gg) **Plan.** An erosion control plan required by Section 65.08 or a stormwater management plan required by Section 65.09 of this Code.
- (hh) **Post Development.** Refers to the extent and distribution of land cover types anticipated to occur under conditions of full development of the submitted plan. This term is used to match pre- and post-development stormwater peak flows as required by this chapter.
- (ii) **Predevelopment.** Refers to the extent and distribution of land cover types present before initiation of the proposed land development activity, assuming that all land uses prior to land disturbing activity are in “good” condition as described in the Natural Resources Conservation Service Technical Release 55, Urban Hydrology for Small Watersheds (commonly known as “TR-55”). This term is used to match pre- and post-development stormwater peak flows as required by this chapter. In a situation where cumulative impervious surface created after August 21, 2001 exceeds the twenty thousand (20,000) square foot threshold, the predevelopment conditions shall be those prior to the proposed land disturbances.
- (jj) **Redevelopment.** Any construction, alteration or improvement exceeding 4,000 square feet of land disturbance performed on sites where the entire existing site is predominantly developed to commercial, industrial, institutional or multifamily residential uses. Projects may include a mix of redevelopment and new impervious surfaces. New impervious surfaces added as a result of redevelopment are subject to Section 65.09(a) of this Code.
- (kk) **Runoff.** Rainfall, snow melt or irrigation water following over the ground surface.
- (ll) **Runoff Curve Number (RCN).** Has the meaning used in the runoff calculation methodology promulgated by the United States Natural Resources Conservation Service Engineering Field Manual for Conservation Practice.
- (mm) **Sediment.** Solid earth material, both mineral and organic, this is in suspension, is being transported, or has been moved from its site of origin by air, water, gravity or ice and has come to rest on the earth's surface at a different site.

- (nn) **Sedimentation.** The deposition of eroded soils at a site different from the one where the erosion occurred.
- (oo) **Sheet and Rill Erosion.** A loss of soil caused by sheet flow or shallow concentrated flow and characterized by an absence of channeling or a relatively uniform loss across the exposed upper layer of the soil or shallow irregular scouring of the soil surface.
- (pp) **Site.** The bounded area described in an erosion control plan or stormwater management plan.
- (qq) **Slope.** The net vertical rise over horizontal run, expressed as a percentage which represents a relatively homogeneous surface incline or decline over the area disturbed.
- (rr) **Soil Loss Rate.** The rate, usually measured in tons per acre per year, at which soil is transported beyond the perimeter of a given control site and which occurs as a result of sheet and rill erosion. This term does not apply to soil movement resulting from concentrated flow such as gully or bank erosion.
- (ss) **Storm Events.** The precipitation amounts that occur over a twenty-four-hour period that have a specified recurrence interval for Dane County, Wisconsin. For example, one-, two-, ten- and one-hundred-year storm events have a recurrence interval of one, two, ten, and one-hundred years, respectively.
- (tt) **Stormwater.** The flow of water which results from, and which occurs during and immediately following, a rainfall or snow or ice melt event.
- (uu) **Stormwater Management.** Any measures taken to permanently reduce or minimize the negative impacts of stormwater runoff quantity and quality after land development activities.
- (vv) **Stormwater Runoff.** The waters derived from rains falling or snow melt or ice melt occurring within a drainage area, flowing over the surface of the ground and collected in channels, watercourses, or conduits.
- (ww) **Street Reconstruction.** Removal and replacement of the road subgrade, where existing stormwater conveyance systems are modified.
- (xx) **Structure.** Any human-made object with form, shape and utility, either permanently or temporarily attached to, placed upon, or set into the ground, streambed or lake bed.
- (yy) **Subbasin.** A subdivision of a basin, all of which drains to a single identifiable location.
- (zz) **Unnecessary Hardship.** That circumstance where special conditions, which were not self-created, affect a particular property and make strict conformity with regulations unnecessarily burdensome or unreasonable in light of the purposes of this chapter.
- (aaa) **Village.** The Village of Cross Plains.
- (bbb) **Village Enforcement Agent.** The person or representative hired, appointed or retained by the Village Board to routinely provide public works services, building inspection, or engineering services for the Village and shall include the Village Building Inspector, Village Engineer, Village Administrator/Clerk-Treasurer, Director of Public Facilities, or any other person designated by the Village Board or these particular Village representatives.

- (ccc) **Village Engineer.** The person or a representative of the firm appointed or retained by the Village Board to routinely provide engineering services for the Village.
- (ddd) **Working Day.** Monday, Tuesday, Wednesday, Thursday or Friday, excluding any such day officially observed by the Village as a legal holiday.

#### **SECTION 65.07 Special Ground Disturbing Time Limits for Plats.**

Unless specifically approved in writing by the Director of Public Facilities, any ground disturbance, including underground utility construction, associated with development of a plat or multi-lot Certified Survey Map shall be limited to the period between May 1 and September 15. Restoration of all disturbed surfaces shall be fully completed by September 15. The provisions of this section do not apply to the development of a single lot, regardless of its zoning classification.

#### **SECTION 65.08 Applicability of Erosion Control Requirements.**

Unless expressly exempted by Section 65.10, an erosion control and stormwater management permit containing an approved erosion control plan under Section 65.13 shall be required and all construction site erosion control provisions of this chapter shall apply to any of the following activities within the jurisdiction of the Village:

- (a) Land disturbing activity in excess of 4,000 square feet;
- (b) Land disturbing activity that involves excavation or filling, or a combination of excavation and filling, in excess of 400 cubic yards of material;
- (c) Land disturbing activity that disturbs more than 100 lineal feet of road ditch, grass waterway or other land area where surface drainage flows in a defined open channel, including the placement, repair or removal of any underground pipe, utility or other facility within the cross section of the channel;
- (d) Construction of any new public or private roads or access drives longer than 125 feet;
- (e) Development that requires a subdivision plat, as defined in the applicable local land division ordinance(s); or
- (f) Land disturbing activity that disturbs less than 4,000 square feet of land, including the installation of access drives, that the local approval authority determines to have a high risk of soil erosion or water pollution, or that may significantly impact a lake, stream, or wetland area. Examples of activities with a high risk of soil erosion or water pollution may include, but are not limited to, land disturbance on erodible soil or disturbance adjacent to lakes, rivers, streams or wetlands. All such determinations made by the local approval authority shall be in writing, unless waived by the applicant.

## **SECTION 65.09    Applicability of Stormwater Control Requirements.**

Unless otherwise exempted by Section 65.10, an erosion control and stormwater management permit containing an approved stormwater control plan under Section 65.14 shall be required and all stormwater management provisions of this chapter shall apply to any of the following activities within the jurisdiction of the Village:

- (a) Any development, including agricultural development, after August 22, 2001 that results in the cumulative addition of 20,000 square feet of impervious surface to the site;
- (b) Any development that requires a subdivision plat, as defined in the applicable local land use ordinance(s);
- (c) Any development that requires a certified survey map, as defined in the applicable local land division or zoning ordinance(s), for property intended for commercial or industrial use;
- (d) Redevelopment, as defined in Section 65.06; or
- (e) Other land development activities, including but not limited to redevelopment or alteration of existing buildings or other structures, that the local approval authority determines may significantly increase downstream runoff volumes, flooding, soil erosion, water pollution or property damage or significantly impact a lake, stream, or wetland area. All such determinations shall be made in writing unless waived by the applicant.

## **SECTION 65.10                    Exemptions and Clarifications.**

- (a) Activities directly related to the planting, growing, and harvesting of agricultural crops, except as set forth in Section 65.09(a) are exempt from all requirements of this Chapter.
- (b) The following activities are exempt from the construction site erosion control provisions of Section 65.07:
  - (1) One- and two-family dwelling units regulated under the Wisconsin Uniform Dwelling Code. The Village shall regulate these sites during the period that residential building permits are in effect, consistent with then-existing Wisconsin Uniform Dwelling Code requirements. (Land disturbing activities in excess of one (1) acre, whether or not associated with the construction of a dwelling, are not exempt from this chapter.)
  - (2) Projects specifically exempted from local erosion control ordinances under state or federal statute. It is the responsibility of the landowner to demonstrate such exemption with documentation acceptable to the Village.
  - (3) Projects subject to an approved shoreland erosion control permit.
  - (4) Agricultural development not subject to Section 65.09(a).
  - (5) Village road or county highway projects not exempted under Section 65.10(b)(2) are exempt from Section 65.14(b)(3) where all of the following conditions are met:

- a. The purpose of the project is only to meet current state or federal design or safety guidelines;
  - b. All activity takes place within existing public right-of-way.
  - c. All other requirements of Section 65.14 are met; and
  - d. The project does not include the addition of new driving lanes.
- (c) The following activities are exempt from the infiltration standards described in Section 65.14(b)(6):
- (1) Redevelopment sites.
  - (2) New development sites with less than 10% connected imperviousness based on complete development of the post construction site, provided the cumulative area of all impervious surface is less than one acre.
  - (3) Agricultural facilities and practices.
  - (4) Areas where the infiltration rate of the soil is less than 0.6 inches/hour measured at the bottom of the proposed infiltration system where the soil layer is not easily removed or manipulated.
  - (5) Parking areas and access roads less than 5,000 square feet for commercial and industrial development.
  - (6) Roads in commercial, industrial and institutional land uses, and arterial roads.

#### **SECTION 65.11 Permit Procedure.**

- (a) **Control Permit Required.** No one shall commence any activity described in Sections 65.08 or 65.09, and no zoning permit may be issued, without receiving an erosion control and stormwater management permit from the Village.
- (b) **Application Requirements.** At least one landowner, occupant or user controlling, occupying or using the site and desiring to undertake a land disturbing or land developing activity subject to this chapter shall provide the following when requesting a permit:
  - (1) A completed erosion control and stormwater management permit application.
    - a. The application must be signed by the landowner or include a notarized statement signed by the landowner authorizing the applicant to act as the landowner's agent and bind the landowner to the terms of this chapter.
    - b. If a landowner appoints an agent to submit an application pursuant to Subsection (b)(1)(a), the landowner shall be bound by all of the requirements of this chapter and the terms of any permit issued to the agent.
  - (2) If required by Section 65.08, an erosion control plan containing all the information and meeting all the standards of Section 65.13, or a simplified checklist as described in Section 65.13.

- (3) If required by Section 65.09, a stormwater management plan meeting all of the standards of Section 65.14 and covenants and restrictions as described in Section 65.15.
  - (4) Applicable fees as required by Section 65.19.
  - (5) Copies of permits or permit applications or approvals required by any other governmental entity.
  - (6) A proposed timetable and schedule for completion and installation of all elements of approved erosion control and stormwater management plans and a detailed schedule for completion of construction.
  - (7) An estimate of the cost of completion and installation of all elements of the approved erosion control and stormwater management plans.
  - (8) Evidence of financial responsibility to complete the work proposed in the plan, as required by Section 65.22.
- (c) **Approval Process.**
- (1) The completed application shall be submitted to the Administrator/Clerk-Treasurer, along with all appropriate fees. The Administrator/Clerk-Treasurer shall verify that the permit application is complete or notify the applicant in writing of any deficiencies.
  - (2) After verifying completeness, the Administrator/Clerk-Treasurer shall then forward the plan(s) to the Village Engineer for review and approval. The Village Engineer shall review the plan(s) for compliance with the standards identified in Sections 65.13 and 65.14. Some plans, such as a checklist erosion control plan, may not require Village Engineer review.
  - (3) Within 30 working days after receiving the plans from the Administrator/Clerk-Treasurer, the Village Engineer shall either approve the submitted plan or notify the applicant, in writing, of any deficiencies.
  - (4) Upon approval of the Village Engineer, or, if Village Engineer review is not deemed necessary, within 15 working days after verification that the application is complete, the Village Enforcement Agent shall issue the applicant an erosion control and stormwater management permit after the applicant has met all requirements necessary for permit issuance. The Village Enforcement Agent shall issue all permit denials in writing.
  - (5) Where installed stormwater control measures will be privately owned, covenants and restrictions complying with the provisions of Section 65.15 shall be recorded with the Dane County Register of Deeds, prior to the issuance of an erosion control and stormwater management permit. The foregoing information shall also be noted on every plat and certified survey map.
- (d) **Permit Conditions.** All permits shall contain the following requirements:
- (1) The permittee shall notify the Village Building Inspector five working days prior to commencing any land developing or land disturbing activity.
  - (2) The erosion control plan shall be implemented prior to the start of any land disturbing activity and shall be maintained over the duration of the project. Any stormwater control components of the plan shall be maintained in perpetuity.

- (3) The permittee is responsible for successful completion of the erosion control plan and the stormwater management plan. The permittee shall be liable for all costs incurred, including environmental restoration costs, resulting from noncompliance with an approved plan.
  - (4) The permittee shall inspect the erosion control measures after each rain of 0.5 inch or more and at least once a week and make any needed repairs.
  - (5) Application for a permit shall constitute express permission by the permittee and landowner for the Village to enter the property for the purposes of inspection under Section 65.12 or curative action under Section 65.20. The application form shall contain a prominent provision advising the applicant and landowner of this requirement.
  - (6) The permittee shall pay the cost of off-site drainageway, stream channel or other improvements necessitated by the land developing or land disturbing activity.
  - (7) All erosion control and stormwater management permits shall be valid for a period to be determined by the Director of Public Facilities, but not to exceed three years. All work must be completed prior to expiration of the permit. If land disturbing activity is to continue beyond the expiration of the permit, then reapplication and review pursuant to this chapter is required.
  - (8) All incidental mud-tracking off site onto adjacent public thoroughfares shall be manually or mechanically (not hydraulically) cleaned up and removed by the end of each working day using proper disposal methods.
  - (9) A copy of the approved permit and erosion control plan shall be kept on the project site, in a place readily accessible to contractors, engineers, Village inspection staff and other authorized personnel.
- (e) **Permit Transfers.**
- (1) Erosion control and stormwater management permits issued under this chapter are not assignable without prior written approval by the Village.
  - (2) When a landowner acts to transfer an interest in property subject to an approved erosion control plan prior to completion of the proposed steps to attain soil stabilization, the permittee must secure approval from the Village.
  - (3) When a landowner transfers ownership, possession or control of real estate, subject to either or both an uncompleted erosion control or stormwater management plan, the landowner may transfer his or her obligations under the permit under the following arrangements:
    - a. The transferee shall complete an approved assignment form from the Village.
    - b. The financial security held by the Village may be released to the transferor if the transferee provides a financial security for the remaining obligations under the permit, following the procedures in Section 65.22.
    - c. If the assignment is approved, the transferee as subpermittee shall be responsible for the remaining unfulfilled obligations of the erosion

control and stormwater management permit, including long-term maintenance.

- (f) **Plan or Permit Amendments.** Any proposed modifications to approved plans, construction schedules or alterations to accepted sequencing of land disturbing site activities shall be approved by the Village.

#### **SECTION 65.12 Inspections.**

- (a) The Village Enforcement Agent may inspect all land disturbing activities and sites in order to ensure compliance with the erosion control plan, stormwater management plan, and permit. Application for a permit under this chapter shall constitute permission by the applicant and the landowner for the Village Enforcement Agent to enter upon the property, as necessary, to confirm compliance with requirements of the chapter and the approved control plans.
- (b) The permittee shall inspect the erosion control measures prior to every forecasted rainfall of 0.5 inches or more, and after each rain of 0.5 inch or more and at least once a week and make any needed repairs.
- (c) The Village Enforcement Agent shall inspect the site at least once every 30 days, or more frequently if necessary to ensure plan compliance.
- (d) Within 10 days after installation of all practices in an approved erosion control plan and achievement of soil stabilization, the permittee shall notify the Village enforcement agent.
- (e) The Village Enforcement Agent shall inspect the property to verify compliance with the erosion control plan within 10 days of notification of soil stabilization.
- (f) Within 10 days after installation of all practices in an approved stormwater management plan, the permittee shall notify the Village Enforcement Agent. The person who designed the stormwater management plan or the permittee shall submit as-built drawings and within 90 days after final site stabilization, certification to ensure that constructed stormwater management practices and conveyance systems comply with the specifications included in the approved plans. At minimum, as-built certification shall include a set of drawings comparing the approved stormwater management plan with what was constructed. Other information shall be submitted as required by the Village Enforcement Agent. Within 10 days following the submittal of as-built drawings documenting construction, the Village Enforcement Agent shall inspect the control measures to ensure compliance with the approved stormwater management plan.
- (g) Maintenance of stormwater control structures is the responsibility of the owner, and facilities are subject to inspection and orders for repairs.
- (h) If land disturbing or land development activities are being carried out without a valid permit, the Village Enforcement Agent may enter the land pursuant to the special inspection warrant provisions of § 66.0119, Wis. Stats.

## SECTION 65.13 Erosion Control Plan.

- (a) **Plan Materials.** Erosion control plans required under Section 65.08 may include consideration of adjoining landowners' cooperative efforts to control transport of sediment. All maps submitted under this section shall be on a scale of at least one-inch equals 100 feet. Except as specifically exempted by the Village, all erosion control plans shall include at a minimum the following information:
- (1) Property lines, lot dimensions and limits of disturbed area;
  - (2) Location and dimensions of impervious area, including utilities, structures, roads, highways and paving, with the type of paving and surfacing material being indicated;
  - (3) All natural and artificial water features, including, but not limited to lakes, ponds, streams (including intermittent streams), wetlands, channels, ditches, areas of natural woodland or prairie, and other watercourses on or immediately adjacent to the site;
  - (4) The ordinary high water marks of all navigable waters, 100 year flood elevations and delineated wetland boundaries;
  - (5) Location of the predominant soil types;
  - (6) Limits and extent of vegetative cover existing before and after commencement of land disturbing activities;
  - (7) Cross sections of and profiles within road ditches;
  - (8) Culvert sizes;
  - (9) Direction of flow of runoff continuing at least to the nearest perennial stream (small-scale map may be used if necessary);
  - (10) Watershed size for each drainage area, including ordinary high water marks for all navigable waters, one-hundred-year floodplains, flood fringes and floodways, and delineated wetland boundaries;
  - (11) Design discharge for ditches and structural measures;
  - (12) Runoff velocities;
  - (13) Fertilizer and seeding rates and recommendations;
  - (14) Time schedules for stabilization of ditches and slopes;
  - (15) Description of methods by which sites are to be developed, including schedule of anticipated starting and completion dates of land disturbing and land developing activity, and time schedules for stabilization of ditches and slopes;
  - (16) Provision for sequential steps mitigating erosive effect of land disturbing activities to be followed in appropriate order and in a manner consistent with accepted erosion control methodology suitable to proposed sites and amenable to prompt revegetation, including runoff calculations as appropriate;
  - (17) Provisions for maintenance of the control measures during land disturbing activities and a narrative describing the long-term maintenance required to ensure that control measures continue to perform the functions intended by the plan;

- (18) Provisions to prevent mud-tracking off site onto public thoroughfares during the construction period; and
  - (19) Provisions to disconnect impervious surfaces, where feasible;
  - (20) Provisions to prevent sediment delivery to and accumulation in any proposed or existing stormwater conveyance systems;
  - (21) Copies of permits or permit applications required by any other unit of government or agency;
  - (22) Existing or proposed elevations referenced to the North American Vertical Datum (NAVD) of 1988 and existing and proposed contours in the area, where deemed necessary.
  - (23) Such other information as the Village Engineer deems necessary, including information necessary to reasonably determine the location, nature and condition of any physical or environmental features of the site.
- (b) **Specific Plan Requirements.** At a minimum, the control plan for all sites not subject to the checklist plan must include the following requirements;
- (1) **Drain Inlet Protection.** Affected storm drain inlets shall be protected with a straw bale, filter fabric, or equivalent barrier meeting all accepted design criteria, standards and specifications, as determined by the Village Engineer.
  - (2) **Waste and Material Disposal.** All waste and unused building materials (including garbage, debris, cleaning wastes, wastewater, toxic materials, or hazardous materials) shall be properly disposed of and not allowed to be carried by runoff into a receiving channel or storm sewer system.
  - (3) **Tracking.** Access driveways and parking area shall be of sufficient length, width, and wearing surface (such as stone) to accommodate any vehicular traffic using site access drives and site parking. Sediment reaching a public or private road or thoroughfare shall be removed by sweeping (not hydraulic flushing) before the end of each workday.
  - (4) **Channelized Runoff.** Channelized runoff from adjacent areas through the site shall be diverted around disturbed areas, where practical, as determined by the Village Engineer. Diverted runoff shall be conveyed in a manner that will not erode the receiving channels.
  - (5) **Sequenced Activities.** All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at any one time and the amount of soil leaving the site.
  - (6) **Disturbed Ground Stabilization.** All disturbed ground and soil or dirt storage piles shall be contained on the site by filter barriers and other suitable means. The containment measures shall be installed at a time established by the Village Engineer. The containment measures shall remain in place until the site is adequately stabilized, as determined by the Village Engineer.
  - (7) **Filter Fences or Straw Bales on Slopes.** Filter fences, straw bales, or equivalent control measures shall be placed continuously along all side slope and downside slope sides of the site where deemed appropriate by the Village Engineer. If a channel or area of concentrated runoff passes through

the site, filter barriers shall be placed continuously along the channel edges to reduce sediment reaching the channel.

(c) **Checklist Control Plan.**

- (1) When allowed, Applicants may submit erosion control permit applications using a simplified checklist of standard erosion control measures provided by the Village, if all of the following conditions exist:
  - a. The site does not exceed 20,000 square feet in area;
  - b. The slope of the land does not exceed 6% throughout the site;
  - c. The Village Engineer determines that no special circumstances exist due to topography, proximity to watercourses or relation to environmentally-sensitive lands; and
  - d. There has been no subdivision of land (as defined in Ch. 236, Wis. Stats.).
- (2) **Checklist Control Plan Approval.** Simplified plan checklists shall be reviewed by the Village Building Inspector, in consultation with the Village Engineer if necessary, for completeness and compliance with the intent of this chapter.

(d) **Erosion Control Performance Standards.**

- (1) Proposed design, suggested location and phased implementation of effective practicable erosion control measures For all erosion control plans shall be designed, engineered, and implemented to achieve the following results:
  - a. Prevent gully and bank erosion; and
  - b. Limit total off-site permissible annual aggregate soil loss for exposed areas resulting from sheet and rill erosion to an annual cumulative soil loss rate not to exceed 7.5 tons per acre annually.
  - c. Discharges from new construction sites must have a stable outlet capable of carrying designed flow at a non-erosive velocity. Outlet design must consider flow capacity and flow duration. This requirement applies to both the site outlet and the ultimate outlet to stormwater conveyance or water body.
- (2) Plan compliance under Subsection (d)(1) shall be determined using the United States Natural Resources Conservation Service Technical Guide or another commonly accepted soil erosion methodology approved by the Dane County Conservationist that considers season of year, site characteristics, soil erodibility, and slope.
- (3) Erosion control measures for plan approval need not attempt to regulate soil transportation within the boundaries of the applicant's site.
- (4) Except as authorized in this section, the topography within five feet of any property line at the commencement of any development shall remain unchanged.
  - a. When land disturbing activities associated with development occur within five feet of any property line, finished grades in that area shall be restored to the topography in existence before the land disturbing activity began. A positive slope of one half inch per one foot horizontal

within five feet of the property line is allowed to provide proper drainage away from a one or two family residence.

- b. The established grade of the adjoining property shall determine the finished grade at the property line for any development. The owner of the property under development bears the burden of proof as to the established grade at the property line and the topography within five feet of the property line.
  - c. The Village Enforcement Agent is authorized to approve plans that result in changes to the existing topography at and within five feet of any property line if that plan would promote the purposes of this Chapter.
- (e) **Other Construction Site Control Measures.** The control standards set forth above are intended to apply on a typical development site in the Cross Plains area. When land disturbing or land development activity is proposed for a site with extraordinary features, then the Village Board may, at its discretion, require additional and/or more restrictive control standards and measures before any control plan is approved or permit is issued. Extraordinary sites include, but are not limited to, sites where land disturbing or development activities are proposed to occur on slopes of more than 20% in designated floodplain, wetland, or conservancy areas or in environmental corridor areas identified in the Village Comprehensive Plan.

#### **SECTION 65.14 Stormwater Management Plan.**

- (a) **Plan Materials.** Stormwater management plans shall satisfy all of the requirements in Subsection (b) and shall address at a minimum the following information:
- (1) A narrative describing the proposed project, including implementation schedule for planned practices.
  - (2) Identification of the entity responsible for long-term maintenance of the project.
  - (3) A map showing drainage areas for each watershed area.
  - (4) A summary of runoff peak flow rate calculations, by watershed area, including:
    - a. Preexisting flow rates;
    - b. Post-construction peak flow rates with no detention;
    - c. Post-construction peak flow rates with detention;
    - d. Assumed runoff curve numbers (RCNs); and
    - e. Time of concentration ( $T_c$ ) used in calculations
  - (5) A complete site plan and specifications, signed by the person who designed the plan. All plans shall be drawn on a scale of at least one inch equaling 100 feet, but no larger than one inch equaling 20 feet, shall be clearly labeled, and shall include, at a minimum, all of the following information:
    - a. Property lines and lot dimensions;

- b. All buildings and outdoor uses, existing and proposed, including all dimensions and setbacks;
  - c. All public and private roads, interior roads, driveways and parking lots; show traffic patterns and type of paving and surfacing material;
  - d. All natural and artificial water features, including but not limited to lakes, ponds, streams (including intermittent streams), and ditches; show ordinary high-water marks of all navigable waters, one-hundred-year flood elevations and delineated wetland boundaries, if any. If not available, appropriate flood zone determination or wetland delineation, or both, may be required at the applicant's expense;
  - e. Depth to bedrock;
  - f. Depth to seasonal high-water table;
  - g. The extent and location of all soil types as described by the Dane County Soil Survey, slopes exceeding 12%, and areas of natural woodland or prairie;
  - h. Existing and proposed elevations (referenced to the North American Vertical Datum of 1988) and existing and proposed contours at four-foot or lesser intervals;
  - i. Elevations, sections, profiles, and details as needed to describe all natural and artificial features of the project;
  - j. Soil erosion control and overland runoff control measures, including runoff calculations as appropriate;
  - k. Detailed construction schedule;
  - l. Copies of permits or permit applications required by any other governmental entities or agencies;
  - m. Any other information necessary to reasonably determine the location, nature and condition of any physical or environmental features;
  - n. Location of all stormwater management practices;
  - o. All existing and proposed drainage features;
  - p. The location and area of all existing and proposed impervious surfaces; and
  - o. The limits and area of the disturbed area.
- (6) Engineered designs for all structural management practices.
  - (7) A description of methods to control oil and grease or written justification for not providing such control.
  - (8) A description and plans to control temperature of runoff.
  - (9) A maintenance plan and schedule for all permanent stormwater management practices as recorded on the affidavit required in Section 65.11(c)(5).
- (b) **Stormwater Management Performance Standards.** Proposed design, suggested location and phased implementation of effective, practicable, stormwater management measures for plans shall be designed, engineered and implemented to achieve the following results:

- (1) **Sediment Control.**
  - a. For new construction, design practices to retain soil particles greater than five microns on the site (eighty-percent reduction) resulting from a one-year, twenty-four-hour storm event (2.5 inches over 24-hour duration), according to approved procedures, and assuming no sediment resuspension.
  - b. For redevelopment resulting in exposed surface parking lots and associated traffic areas, design practice to retain soil particles greater than 20 microns on the entire site (forty-percent reduction) resulting from a one-year, twenty-four-hour storm event, according to approved procedures, and assuming no sediment resuspension. Under no circumstances shall the site's existing sediment control level or trapping efficiency be reduced as a result of the redevelopment.
- (2) **Oil and Grease Control.** For all stormwater plans for commercial or industrial developments and all other uses where the potential for pollution by oil or grease, or both, exists, the first 0.5 inch of runoff will be treated using the best oil and grease removal technology available. This requirement may be waived by the Village Engineer only when the applicant can demonstrate that installation of such practices is not necessary.
- (3) **Runoff Rate Control, Hydrologic Calculations.** All runoff calculations shall be according to the methodology described in the Natural Resources Conservation Service's Technical Release 55, Urban Hydrology For Small Watersheds (commonly known as "TR-55"), or other methodology approved by the Dane County Conservationist. The maximum runoff curve number (RCN) used in such calculations shall be those shown in Table 1 as set forth in Appendix A. Heavily disturbed sites shall be lowered one permeability class for hydrologic calculations. Lightly disturbed areas require no modification. Where practices have been implemented to restore soil structure to predeveloped conditions, no permeability class modification is required.
- (4) **Runoff Rate Control, Design Standards.** All stormwater facilities shall be designed, installed and maintained to effectively accomplish the following:
  - a. Maintain predevelopment peak runoff rates for the one year, twenty four-hour storm event (2.5 inches over 24 hours duration).
  - b. Maintain predevelopment peak runoff rates for the two-year, twenty-four-hour storm event (2.9 inches over 24 hours duration).
  - c. Maintain predevelopment peak runoff rates for the ten-year, twenty-four-hour storm event (4.2 inches over 24 hours duration).
  - d. Maintain predevelopment peak runoff rates for the one-hundred-year, twenty-four-hour storm event (six inches over 24 hours duration).
- (5) **Outlets.** Discharges from new construction sites must have a stable outlet capable of carrying the designed flow as required in Subsection (b)(4) at a

nonerosive velocity. Outlet design must consider flow capacity and flow duration. This requirement applies to both the site outlet and the ultimate outlet to stormwater conveyance or water body.

(6) **Infiltration.**

- a. Design practices to infiltrate sufficient runoff volume so that post-development infiltration volume shall be at least 100% of the pre-development infiltration volume, based upon average annual rainfall. The runoff curve numbers used in calculating pre-development conditions shall be based on the pre-development land uses. The maximum runoff curve number (RCN) used in calculating pre-development conditions shall be those as specified in Table 1 located in section (3) above. If, when designing appropriate infiltration systems, more than two percent (2%) of the site is required to be used as effective infiltration area, the applicant may alternatively design infiltration systems and pervious surfaces to meet or exceed the annual pre-development recharge rate. The annual pre-development recharge rate shall be determined from the Wisconsin Geological and natural History Survey's 2009 report, *Groundwater Recharge in Dane County, Estimated by a GIS-Based Water Balanced Model*, or subsequent updates to the report. If this alternative design approach is taken, at least two percent (2%) of the site must be used for infiltration. For re-development projects the infiltration requirements shall be applied only to the area that was not impervious when the project began. *Note: more restrictive infiltration standards may apply if the development area is within a Surface Water Quality Protection Overlay District established pursuant to Chapter 84 of this Code.*
- b. **Pre-treatment.** Before infiltrating runoff, pre-treatment shall be required. For parking lot run-off, and for run-off from new road construction in commercial, industrial and institutional areas that will enter an infiltration system, the pre-treatment shall be designed to protect the infiltration system from clogging prior to scheduled maintenance and to protect groundwater quality, and shall be designed to Wisconsin Department of Natural Resources standards. Where appropriate, pretreatment for other runoff constituents that represent a threat of groundwater contamination may be required.
- c. **Prohibitions.** Notwithstanding subparagraphs (a) and (b), infiltration systems may not be installed in any of the following areas:
  1. Areas associated with tier 1 industrial facilities identified in § NR 216.21 (2)(a), Wis. Admin Code, including storage, loading, rooftop and parking.

2. Storage and loading areas of tier 2 industrial facilities identified in § NR 216.21(2)(b), Wis. Admin Code.
  3. Fueling and vehicle maintenance areas.
  4. Areas within 1,000 feet up gradient or within 100 feet down gradient of Karst Features.
  5. Infiltration practices shall be located so that the characteristics of the soil and the separation distance between the bottom of the infiltration system and the elevation of seasonal high groundwater or the top of bedrock are in accordance with Table 2, as set forth in Appendix A.
  6. Areas with runoff from industrial, commercial and institutional parking lots and roads and residential arterial roads with less than five feet separation distance from the bottom of the infiltration system to the elevation of seasonal high groundwater or the top of bedrock.
  7. Areas within 400 feet of a community water system well as specified in § NR 811.16(4), Wis. Admin Code for runoff infiltrated from commercial, industrial and institutional land uses or regional devices for residential development.
  8. Areas where contaminants of concern, as defined in § NR 720.03(2), Wis. Admin Code are present in the soil through which infiltration will occur.
  9. Any area where the soil does not exhibit one of the following characteristics between the bottom of the infiltration system and the seasonal high groundwater and top of bedrock: at least 5-foot soil layer with 10% fines or greater. This provision does not apply where the soil medium within the infiltration system provides an equivalent level of protection and does not prohibit infiltration of roof runoff.
- d. **Alternate Use for Runoff.** Where alternate uses of runoff are employed, such as for toilet flushing, laundry or irrigation, such alternate use shall be given equal credit toward the infiltration volume required by this section.
- e. **Minimizing Groundwater Pollution.** According to ch. NR 151, Wis. Admin Code, infiltration systems designed in accordance with this section shall, to the extent technically and economically feasible, minimize the level of pollutants infiltrating to groundwater and shall maintain compliance with the preventative action limit at a point of standards application in accordance with ch. NR 140, Wis. Admin Code. However, if site-specific information indicates that compliance with the prevention action limit is not achievable, the infiltration system may not be installed or shall be modified to

prevent infiltration to the maximum extent practicable in the absolute discretion of the Village.

- f. A Village-paid resident inspector who has an engineering or soils science background shall be present for construction of all engineered infiltration facilities to be operated and maintained by the Village, and such facilities shall not be accepted by the Village unless the inspector so recommends.
- g. Tests verifying compliance with design specifications shall be conducted by an independent laboratory on the materials used to construct infiltration facilities prior to the use of those materials in the construction of those facilities. For infiltration facilities constructed by private parties those parties shall pay the cost of the tests.
- h. For new developments the construction of infiltration facilities shall be delayed until approximately 75% build-out of homes or structures, or until four years after issuance of the first building permit, whichever occurs first, and measures to bypass the infiltration facilities until that level of build-out occurs, shall be included in the design, in order to avoid premature plugging of the facilities. A separate infiltration letter of credit in the Village's name extending for a time period of five years from the time the first building permit is issued covering the cost of the construction of the infiltration facilities shall be maintained to assure the facilities are placed into service and facility effectiveness continues throughout the five year period. Small infiltration devices (serving up to two acre developments) shall not be constructed until after site is totally developed or until four years after issuance of the first building permit, whichever occurs first, and the same five year letter of credit shall be provided.
- i. All engineered infiltration facilities shall include suitable monitoring provisions to allow regular inspections to gauge the continuing effectiveness of the infiltration process. A long term inspection schedule to be followed by the Village shall be submitted with the design.

(7) **Thermal Control.**

- a. The stormwater management plan shall include provisions and practices to reduce the temperature of runoff for sites located within the watershed of a river or stream identified by the Wisconsin Department of Natural Resources as:
  - 1. A cold water community as identified through Section NR 102.04(3)(a) and Chapter NR 104, Wis. Adm. Code, and Class I, Class II, and Class III trout streams identified in

Wisconsin Trout Streams, Department of Natural Resources Publication 6-3600(80) or its successor.

2. Rivers or streams proposed by the Wisconsin Department of Natural Resources as cold water communities and Class I, Class II, and Class III trout streams.
  - b. The stormwater management plan does not have to meet the requirement in Subsection (b)(7)a if the applicant can justify by use of a model approved by the Dane County Conservationist that practices are not necessary because the temperature increase of runoff from the site post development will be zero.
- (c) **Impact of Basin (or Subbasin) Studies.** The control standards set forth in Subsection B above are intended to apply in typical situations and in those areas where no detailed basin (or subbasin) drainage study, erosion control and runoff plan, or stormwater management plan has been approved by the Village Plan Commission and Board. When a site is included within an area for which a Village-approved study or plan exists, then the Village Board, at its discretion, may require that the applicant utilize and pay for the practices and measures set forth in the approved study or plan.
- (d) **Stormwater Management Goals.** The following standards shall be met whenever possible, and proposed design, suggested location and implementation of practice to meet these goals shall be included in plans:
  - (1) For existing development, design practices to retain soil parcels greater than 40 microns on the site (twenty-percent reduction) resulting from a one-year, twenty-four-hour storm event, according to approved procedures, and assuming no sediment resuspension.
  - (2) For street reconstruction, design practices to retain soil particles greater than 20 microns on the site (forty-percent reduction) resulting from a one-year, twenty-four-hour storm event, according to approved procedures and assuming no sediment resuspension.

## **SECTION 65.15 Maintenance of Control Measures.**

- (a) **Covenant and Restrictions Required.** Following the final inspection and submission of as-built plans for all stormwater and erosion control measures specified in a plan, the owner shall record encumbrances upon the entire site covered by the plan which shall be binding on the owner and the owner's successors and assigns. The following documents shall be filed with the Dane County Register of Deeds:
  - (1) Covenants and restrictions, in a form provided by the Village providing for the perpetual maintenance of all stormwater measures; and
  - (2) As-built plans and specifications showing the performance and design contemplated for each measure.

- (b) **Covenant and Restrictions Provisions.** The covenants and restrictions shall contain the following:
  - (1) The landowner shall maintain stormwater management measures in accordance with the stormwater maintenance provisions contained in the approved stormwater management plan.
  - (2) The Village is authorized to access the property to conduct inspections of stormwater measures as necessary to ascertain whether the measures are being maintained and operating in accordance with the approved stormwater management plan.
  - (3) The Village may specifically indicate any corrective actions required to bring the stormwater control measures into proper working condition and a reasonable time frame during which the corrective action must be taken.
  - (4) The Village shall be authorized to perform the corrective actions identified in the inspection report if the landowner does not make the required corrections in the specified time period and shall authorize the collection of the costs as a special charge against the property pursuant to § 66.0627, Wis. Stats.
- (c) **Modification or Termination.** The covenants and restrictions may be modified only with the Village's written consent. The covenants and restrictions shall be terminated when responsibility for maintenance of the stormwater management practice is legally transferred to the Village or agency acceptable to the Village through a written. Binding agreement. The termination date of the covenants and restrictions required under Subsection (a) of this section shall be the date upon which the legal transfer of maintenance to the Village or other Village-approved agency is made effective.

#### **SECTION 65.16 Off-site Stormwater Management.**

- (a) Off-site stormwater management is allowed, provided that all of the following conditions for the off-site facility are met:
  - (1) The facility is in place;
  - (2) The facility is designed and adequately sized to provide a level of stormwater control that at least meets the standards of this chapter; and
  - (3) The facility has a legally obligated entity responsible for its long-term operation and maintenance.
- (b) All applicants are responsible to pay the cost to build off-site stormwater control measures which is proportionate to the contribution of stormwater runoff draining from the site to the off-site control measures.

#### **SECTION 65.17 Technical Standards and Specifications.**

All best management practices designed to meet the requirements of this chapter shall comply with the technical standards set forth in the following manuals and publications:

- (a) Natural Resource Conservation Service’s Field Office Technical Guide Chapter 4 or its successor;
- (b) Applicable construction, erosion control and stormwater management standards by the Wisconsin Department of Natural Resources; and
- (c) Any other technical methodology approved by both the Village and the Dane County Conservationist, including the Dane County Erosion Control and Stormwater Manual.

**SECTION 65.18 Disposal of Leaves in Proximity to Watercourses.**

No person shall deposit unbagged piles of leaves within eight feet of a street, gutter or other conveyance of water to a storm sewer. No person shall deposit or dump leaves in any area where leaching of decaying leaves will enter any storm sewer, wetland or navigable waters of Dane County. For purposes of this section, “wetland” shall be defined as provided in § 23.32(1), Wis. Stats., and “navigable waters” shall be defined as provided in § 30.10, Wis. Stats.

**SECTION 65.19 Fees.**

- (a) **Application fee.**
  - (1) **General.** The application fee for an erosion control and stormwater management permit shall be as set by the Village Board. Where plat or certified survey map review fees are paid pursuant to Chapter 83 of this Code for the same project covered by the proposed erosion control and stormwater management permit, then the application fee will be waived.
  - (2) **Checklist Control Plan.** The application fee for an erosion control and stormwater management permit requiring submission of a checklist control plan shall be as set by the Village Board. Where a building permit fee is paid in connection with the same activity, then no additional fee need be paid in order to obtain the necessary erosion control and stormwater management permit.
- (b) **Engineering and Inspection Fees.** In addition to the application fee, before any permit will be issued the applicant must pay the actual engineering fees or expenses incurred by the Village in connection with review of the control plan(s) and the engineering fees or expenses estimated to be incurred for on-site inspection during the project. Where the application fee is waived, the applicant must still pay the engineering and inspection fees and expenses; however, such fees and expenses may not duplicate any engineering or inspection fees paid in connection with plat or certified survey map approval.

**SECTION 65.20 Enforcement; Violations and Penalties.**

- (a) **Violations.** No land development of land disturbing activities within the scope of this chapter may occur without full compliance with the provisions of this chapter.

Any person who violates or fails to comply with any provision of this chapter is subject to the enforcement and penalty provisions of this section.

- (b) **Enforcement.** This chapter shall be enforced consistent with the policies and purposes underlying its adoption. The following enforcement actions, or any combination thereof, may be taken in case of a violation of this chapter:
- (1) **Voluntary Compliance.**
  - (2) **Stop-work Order.** A stop-work order may be issued by the Village Enforcement Agent if any land disturbing or land developing activity regulated under this chapter is being undertaken without a permit, the control plan is not being implemented in a good faith manner, or the conditions of the permit are not being met. Stop-work orders may be retracted when compliance with the chapter is obtained. The Village Enforcement Agent has the authority to retract a stop-work upon satisfactory compliance.
  - (3) **Revocation of Permit.** Where a stop-work order has been issued in order to obtain compliance with a control plan, the Village Enforcement Agent may revoke the permit if the permittee does not cease the illegal activity or obtain compliance with the control plan or permit conditions within 24 hours from issuance of the stop-work order.
  - (4) **Village to Perform Work.**
    - a. Twenty-four hours after posting a stop-work order, the Village may issue a notice of intent to the permittee or landowner or land user of the Village's intent to perform work necessary to comply with this chapter.
    - b. When a violation of this chapter or of the conditions of a permit causes sediment to deposit on any Village street or public property, the Village Enforcement Agent and/or other designated Village officials or agents may proceed to remove and/or clean such sediment.
    - c. The costs of the work performed by the Village pursuant to Subsection (b)(4)a or b above, plus interest, shall be billed to the permittee or the landowner on whose property the work under Subsection (b)(4)a was performed, or from whose activity or property the sediment originated for work under Subsection (b)(4)b, or may be recovered out of any security posted for such purpose. In the event that a permittee or landowner otherwise fails to pay the amount due, the Administrator/Clerk-Treasurer shall enter the amount due on the tax rolls and collect it as a special assessment against the property pursuant to § 66.0703, Wis. Stats.
  - (5) **Injunction and Other Judicial Remedies.** Compliance with the provisions of this chapter may also be obtained by the Village Board authorizing the Village Attorney to commence appropriate action to enjoin violations, compel compliance, or pursue other appropriate judicial relief.
  - (6) **Private Remedies Preserved.** These enforcement provisions are not intended in any way to restrict or limit the rights of private parties to pursue

whatever private legal remedies they may have available as a result of any erosion, sediment or water runoff.

- (7) **Penalties.** Any person violating any provision of this chapter shall be subject to a forfeiture of not less than \$100 nor more than \$2,000 plus the actual cost of prosecution for each offense. Each day a violation exists shall constitute a separate offense. Citations for any violation of any provision of this chapter may additionally be issued by the Village Enforcement Agent, and such citations shall be in conformance with the provisions of Chapter 1, Article II of this Code. Without limitation by enumeration, a violation of this chapter is occurring if any of the following conditions exist:
- a. Any land disturbing or land developing activity regulated under this chapter is being undertaken without a permit;
  - b. The erosion control plan and/or stormwater management plan is not being implemented in a good faith manner;
  - c. The conditions of the permit are not being met; or
  - d. Any condition or activity that causes excessive runoff or erosion to adjacent land, public streets, or water bodies is occurring or being allowed to occur, in violation of Section 65. 11 of this chapter.
- (c) If the permittee has filed an appeal under Section 65.20 prior to the expiration of the time for compliance under this section, the Village may take action, perform work, or correct conditions only to the extent necessary to protect against or correct an imminent hazard or a condition that will cause or threatens to cause personal injury or damage to off-site property.

## **SECTION 65.21 Appeals and Variances.**

### **(a) Appeal or Variance Requests.**

- (1) **By Applicant or Permittee.** Any aggrieved applicant, permittee or land user may appeal any order, decision, determination or inaction of the Village in administering or enforcing this chapter or may apply for a variance from the requirements of this chapter. A fee as set by the Village Board must accompany any appeal or variance request involving a land disturbing activity subject only to an erosion control checklist plan. A fee as set by the Village Board must accompany any appeal or variance request involving any other erosion control and stormwater management permit. Appeal or variance requests must be submitted in writing, state the grounds for the appeal or variance request, and be filed with the Village Administrator/Clerk-Treasurer.
- (2) **By Citizens.** An appeal of any order, decision, determination or inaction of the Village in administering or enforcing this chapter may be commenced upon the filing of a petition signed by 12 adult residents of the Village and payment of a fee as set by the Village Board. The appeal must be filed with the Village Administrator/Clerk-Treasurer and must state written grounds for the appeal. A copy of any citizen appeal shall be delivered or mailed to the applicant or permittee by the Village Administrator/Clerk-Treasurer

within five working days of its filing, if any, with the Village. The filing of a citizen appeal, by itself, does not prohibit the commencement or continuation of any work or activity.

- (3) **Appeal Deadline.** Appeals by applicants, permittees or citizens must be filed within 45 days of the order, decision, determination or inaction being appealed.
  - (4) **Multiple Appeals Prohibited.** Once an appeal has been filed on a matter, no other appeal on the same order, decision, determination or inaction will be allowed. The Zoning Board shall consolidate appeals wherever possible to avoid a multiplicity of appeal proceedings and to hasten the final resolution of a matter. The Zoning Board may allow additional parties to join a pending appeal where appropriate and where such addition will not delay the proceedings.
- (b) **Authority of Zoning Board of Appeals.**
- (1) The Village Zoning Board of Appeals shall hear and decide all variance requests and appeals in accordance with the provisions of § 62.23(7)(e), Wis. Stats., and this Code. Where provisions may conflict, the more stringent shall apply.
  - (2) The Zoning Board of Appeals shall only grant such variances from the terms of this chapter as will not be contrary to the public health, safety or welfare where, owing to special conditions, a literal enforcement of the provisions of this chapter will impose an unnecessary hardship. Such variances may be granted only to the minimum extent necessary to afford relief from the unnecessary hardship. Before a variance may be granted, the Village Engineer must find that the erosion control and/or stormwater management plan(s), to the extent possible and consistent with the need for a variance, will achieve compliance results comparable to those set forth in this chapter. In making such a finding, the Village Engineer shall consider water quality and impacts to downstream conditions.
  - (3) Appeals or variance requests shall be heard and decided within 30 days of receipt of the written request and payment of the appeal fee, unless an extension is agreed upon by the appellant and Zoning Board.
- (c) **Chapter Procedures Prevail.** Pursuant to § 68.16, Wis. Stats., the Village Board elects that the procedures for administrative review of decisions set forth in this chapter shall apply in lieu of the procedures of the Wisconsin Municipal Administrative Procedure Act.
- (d) **Enforcement Not Stayed.** The filing of an appeal or variance request does not preclude the Village from commencing or continuing any of the enforcement actions set forth in Section 65.19 or a forfeiture proceeding under this chapter unless the Village Board specifically agrees to stay such enforcement.

## **SECTION 65.22 Financial Responsibility.**

The applicant shall provide, prior to issuance of the permit, an irrevocable letter of credit, certificate of deposit or certified check to the Village in an amount equal to 125% of the

estimated cost of all required control measures as determined by the Village Engineer to guarantee that all required control measures will be taken or installed according to the approved plan(s).

- (a) **Right to Draw Upon.** The Village shall have the right to draw upon the security for purposes of completing construction of the improvements or payment of its costs.
- (b) **Security for Other Purposes.** If the construction of erosion control and stormwater management measures required by this chapter is required by a development agreement in connection with a plat or certified survey map, then security for performance of the control requirements may be included as part of the overall security required for installation of improvements under Chapter 83, of this Code.
- (c) **Full Release.** The security shall remain in full force until released. The financial security shall be released in full only upon submission of as-built plans and written certification by a registered professional engineer in the state that the stormwater practice has been installed in accordance with the approved plan.
- (d) **Pro Rata Release.** The Village may make provisions for a partial pro rata release of the financial security based on the completion of various development stages. Any reduced amount shall be adequate to cover all remaining costs plus twenty-five percent (25%).

## APPENDIX A

<b>Table 1. Maximum Predevelopment Runoff Curve Numbers</b>				
<b>Runoff Curve Number</b>	<b>Hydrologic Soil Group*</b>			
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
Woodland	30	55	70	77
Grassland	39	61	71	78
Cropland	51	68	78	83

\*When dual HSG are specified, the drained condition shall be assumed

<b>Table 2. Separation Distances and Soil Characteristics</b>		
<b>Source Area</b>	<b>Separation Distance</b>	<b>Soil Characteristics</b>
Industrial, Commercial, Institutional, Parking Lots and Roads	5 Feet or More	Filtering Layer
Residential Arterial Roads	5 Feet or More	Filtering Layer
Roofs Draining to Surface Infiltration Practices	1 Foot or More	Native or Engineered Soil with Particles Finer than Coarse Sand
Roofs Draining to Surface Infiltration Practices	Not Applicable	
All Other Impervious Source Areas	3 Feet or More	Filtering Layer

# REQUEST FOR PROPOSALS

Conceptual Trail Design Services

PHASE 1: Concept and Site Plan Development

**RELEASE DATE:** *December 23, 2014*

**SUBMISSION DEADLINE:** **January 19, 2015**

Village of Cross Plains  
2417 Brewery Road (PO Box 97)  
Cross Plains, WI 53528  
[www.cross-plains.wi.us](http://www.cross-plains.wi.us)

## **1.0 PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit proposals to hire a qualified firm or consultant(s) to provide conceptual design services to help properly plan for the construction of a new trail spanning the Village of Cross Plains from eastern to western border. Some of the trail and related infrastructure have been completed since the Village began this work in 2013 with the Black Earth Creek Improvement Project. This proposal is meant to complete a system that provides off-road trail capability through the heart of the Village providing additional recreational amenities.

## **2.0 PROJECT DESCRIPTION**

Phase 1 of this work is meant to provide a conceptual site plan and develop related support material for the Village to apply for grants and build support for the project within the community. Some grant funding has been earmarked for the project by the State of Wisconsin with the Village's intention to pursue additional funding in the first half of 2015. Phase 2 will include the actual engineering design of the concept plus bidding and Phase 3 will include implementation and project management of the trail if approved.

Attached as Appendix A is a project timeline including work completed to date and a non-specific layout of the proposed trail with related amenities. Generally the trail will consist of 10' in width hard surface utilizing existing Village property and easements as available. The trail will require 3 new bridges over Black Earth Creek similar to what was installed in 2013 plus one pedestrian railroad crossing. When complete, this trail will provide users with a non-motorized alternative for recreational activities, access to local businesses, and safer routes to schools.

## **3.0 SCOPE OF SERVICES**

Please note the following tasks desired by the Village to be completed as Phase 1:

- 3.1 Conceptual trail site plan and related preliminary drawings as applicable.
- 3.2 Detailed Cost Estimate for project.
- 3.3 Recommendation on complimentary trail amenities (i.e. – benches, kiosks, interpretive signage, etc.) where appropriate.
- 3.4 Assist the Village in the grant preparation and submittal of a 2015 Dane County Partners for Recreation and Conservation (PARC) Program (2014 program guidelines attached as Appendix B for reference).
- 3.5 Attendance at up to 6 public meetings.
- 3.6 The Consultant shall identify and define any encroachments, permits, and/or regulatory approval required to be resolved within Phase 2.
- 3.7 The Consultant shall identify and define any necessary coordination with utilities to be resolved within Phase 2.
- 3.8 The Consultant shall define the necessary easements to construct the trail within the identified corridor to be drafted and completed within Phase 2.
- 3.9 All aspects of the Trail Design will comply with the American with Disabilities Act.

#### 4.0 SUBMITTAL DOCUMENT REQUIREMENTS

- 4.1 Interested parties should submit one (1) original, ten (10) copies, and one (1) digital version of their proposal marked “Village of Cross Plains – Phase 1 Conceptual Trail Design”. These proposals are ***due to the Village of Cross Plains at 2417 Brewery Road (PO Box 97), Cross Plains, WI 53528 by Wednesday, January 19, 2015 at 4:00 pm.***
- 4.2 Please note the following required for inclusion in the RFP:
  - 4.2.1 Letter of Transmittal detailing the firm’s background information, relevant experience, project team, and applicable references.
  - 4.2.2 Review the process, vision, and related timeline to fulfill Section 3.0. ***\*\*\*PLEASE NOTE that the Village anticipates 2015 PARC Grant Applications will be due in early May. It should be understood that Phase 1 is not anticipated to be completed by this date and may progress past this point. However, completing the requirements of the 2015 PARC Grant will be a priority of the Village.\*\*\****
  - 4.2.3 The cost to complete Phase 1 will be listed in their entirety including the base cost, expenses, and optional costs that may apply.
- 4.3 The Village reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney’s fees, incurred by any firm in preparing and responding to this RFP are the sole responsibility of the responding firm including without limitation any and all costs and fees related to a protest. All submitted materials become the property of the Village of Cross Plains.

#### 5.0 Evaluation

- 5.1 Consultants submitting RFP’s to perform the desired services on this specific project will be evaluated based upon the following considerations:
  - 5.1.1 The Consultant’s experience, knowledge, familiarity, and past performance with the services desired. Work with the successful construction of a pedestrian railroad crossing a plus.
  - 5.1.2 The Consultant’s ability to act as a full service firm by providing all services internally in order to complete Phases 1-3. The Village prefers that the Consultant selected to complete Phase 1 will also be capable to complete Phases 2 and 3 for general knowledge and continuity of the project.

- 5.1.3 The Consultant’s ability to communicate with a broad public audience including residents, elected officials, Village Staff, State, and Federal officials.
  - 5.1.4 The Consultant’s understanding of the project specific issues and their responsibility in delivering services for the advertised project.
  - 5.1.5 The Consultant’s ability to present a cost effective approach to properly address each item listed in the Scope of Services.
- 5.2 Village Staff will introduce the RFP and further discuss the project with the Committee of the Whole (made up of Village Board members) on January 12, 2015. Village Staff will review all proposals upon receipt and make a recommendation to the Village Board for January 26, 2015 on the selection of the preferred vendor. The Village Board holds all authority to select the proposal that most closely meets the goals and objectives of the RFP. The Village Board’s action is final.
- 5.3 Prospective Consultants may request a meeting with Village Staff to discuss their RFP prior to its submittal. Similarly, Village Staff may inquire or meet with prospective Consultants as it deems necessary to better understand the RFP submittal.

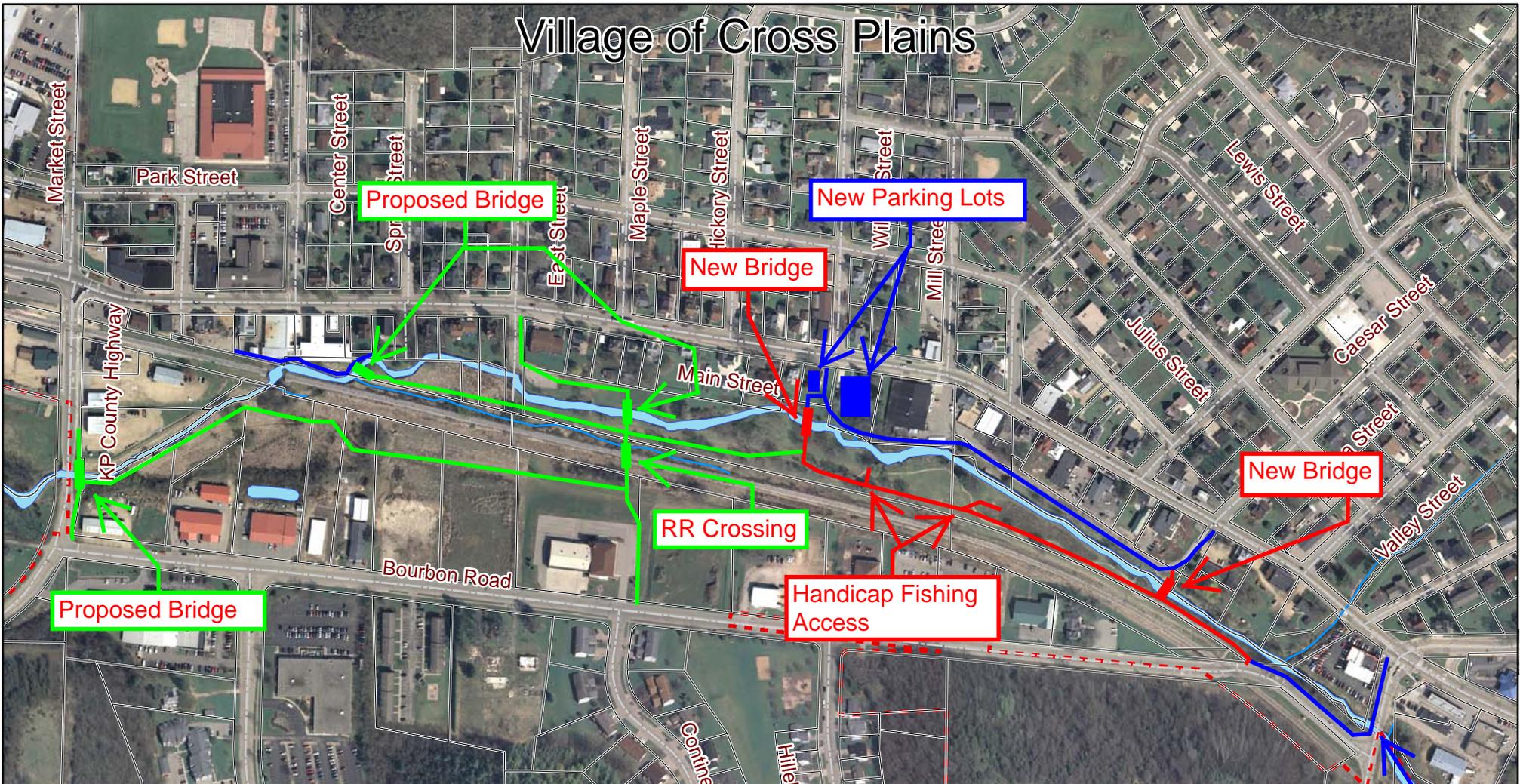
**6.0 RFP Timetable**

6.1 Please note the following table:

RFP Released	December 23, 2014
Committee of the Whole – Introduce RFP	January 12, 2015 @ 7 pm
RFP Submittal Deadline	January 19, 2015 @ 4 pm
Village Board – Award Contract	January 26, 2015 @ 7 pm
Contract Signature Completion	January 30, 2015
Phase 1 Begin	February 2, 2015
Estimated PARC Grant Application Deadline	May 1, 2015
Phase 1 End	July 31, 2015

- 6.2 The Village reserves the right to amend the anticipated schedule as it deems necessary.
- 6.3 All comments and questions may be directed to Matt Schuenke, Village Administrator, at (608) 798-3241 x 105 or [matt@cross-plains.wi.us](mailto:matt@cross-plains.wi.us).

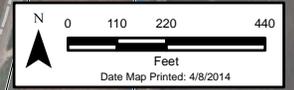
# Village of Cross Plains



- 2013 - Creek Moved, Bridges and Path Complete
- 2014 - Mill Creek Pkwy complete, new adjacent 6' sidewalk and parking lots. CTH P Bridge replaced by WisDOT including on bridge sidewalk and connecting sidewalk.
- 2015 - Phase 1: Conceptual Design, Finalize Planning, Grant Writing.
- 2016 - Phase 2: Engineered Design, Permitting, Regulatory Approvals.
- 2017 - Phase 3: Project Implementation

**LEGEND**

- Streets
- Tax Parcels
- Municipal Boundary
- Lakes
- Rivers





## 2014 Partners for Recreation and Conservation (PARC) Program



The Partners for Recreation & Conservation Grant Program provides capital financial assistance for local government or nonprofit outdoor recreation and conservation projects that have the potential to generate significant regional benefits. The Dane County 2014 Budget includes \$750,000 in matching funds for projects and outlines eligibility requirements that are described below.

### Who may apply?

The applicant must be a local government unit of government or 501 (c) (3) status nonprofit organization with the capacity to plan, implement, and maintain the project. This includes friends groups of Dane County Parks that are 501 (c) (3) status nonprofit organizations. The local municipality that the project is located within must approve the grant application by resolution.

### What projects are eligible?

Grants will be awarded for capital projects that restore or improve a natural resource or outdoor recreational facility to create a demonstrable, regional benefit. Projects must be on public lands, easements, or leased property that guarantees at least 25 years of public access. Projects proposed for land that has not yet been secured for public access are not eligible. Detailed plans and specifications, including design and construction documents, must be complete for projects to be eligible for grant funding.

### What projects are not eligible?

Grants will not be awarded for the following projects:

- Brochures or printed materials\*
- Projects on private lands (unless an easement or lease exists that guarantees public access)
- Purchase of equipment or hand tools\*
- Single plans or studies
- Are for private use or benefit
- Acquisition of land or easements\*\*
- Maintain, repair or minimally upgrade an existing natural resource or outdoor recreational facility\*

Please note that other projects may be deemed ineligible.

\* Projects may be eligible for grants administered by the Dane County Environmental Council. More information about these grant programs can be found online at:  
<http://www.countyofdane.com/commissions/environmentalcouncil/grants.aspx>.

\*\*Land acquisition or easement projects may be eligible for a Dane County Conservation Fund Grant:  
[http://www.countyofdane.com/lwrp/parks/conservation\\_fund\\_grant\\_program.aspx](http://www.countyofdane.com/lwrp/parks/conservation_fund_grant_program.aspx)

## **How much funding is available?**

The standard grant amount will be up to 50% of the project costs, not to exceed \$250,000. Grants may be awarded for less than the amount requested by the applicant. All grants must be matched with cash contributions.

## **Eligible Expenses and Match**

Eligible expenses for projects include material costs and contracted services for construction or installation. Expenses related to habitat restoration projects, such as seeding or planting, are also eligible. Grants may not be used to pay for staff labor. Grants may also not be used for plans, designs, or engineering costs. Acceptable match includes sponsor financial contributions, state or federal grants, private donations, or other cash contributions. In-kind services will not be accepted as match, such as donated labor (i.e. salary and fringe benefits), materials or supplies.

Fifty percent (50%) or more of the applicant's match must be secured for projects to be eligible for grant funding. Documentation submitted by applicants for their sources of match (i.e. preliminary or final grant award letters, pending or approved budget allocations) will be used to evaluate the status of matching funds and determine whether this match requirement is met.

## **Application Deadline**

The deadline for grant applications is Friday, May 2nd, 2013. Discussing projects with staff before submitting an application is strongly encouraged. Applications that are submitted after the deadline may be considered if funds are still available after the initial application period. Incomplete applications will not be processed.

## **Evaluation and Selection Process**

Grant applications will be evaluated and ranked based on the project narrative and rating questions included on pages 6 - 12. Projects that have both a recreation and conservation component generally score well. The Dane County Park Commission will review and select projects for recommendation to the County Board for approval. It will take two to three months to process grant applications and secure final approvals. Sponsors may be asked to attend committee meetings to answer questions or provide additional background on proposed projects.

## **Grant Payments and Requirements**

Grants will be dispersed on a reimbursement basis. Successful applicants must give recognition to Dane County's contribution to the project on any signage, press coverage or by other means as appropriate. At a minimum, a sign must be posted at the project site that includes the Dane County Parks logo and the following text: "Funded in part by the Dane County PARC Program." These requirements and others as appropriate will be outlined in a grant agreement between the grant recipient and the County. The grant agreement will identify a time period that the project must be initiated and completed within, which will typically span two full construction seasons.

## **Project Delivery**

Grant applicants must provide a project delivery plan that outlines who will be performing project management activities such as construction management and

oversight duties. Grant applicants who do not have a project manager or in-house design/engineering staff must retain a professional consultant with a minimum of 5 years applicable experience to perform project management services.

### **Project Maintenance**

Projects funded through the program must be open for public use and maintained for a minimum project life of 25 years. Grant applicants must provide a maintenance plan that outlines how the project will be maintained, who will maintain it, and what financial resources are available for maintaining the project.

### **Application Instructions**

1. Contact Sara Kwitek, Acquisition and Planning Specialist, at 224-3611 or [Kwitek@countyofdane.com](mailto:Kwitek@countyofdane.com) to discuss your project and intent to apply.
2. Submit the following:
  - Grant Application (Pg. 4)
  - Budget Form (Pg. 5)
  - Project Narrative and Rating Questions (Pgs. 6 - 12)
  - Project location map, detailed plans including construction drawings and specifications.
  - Resolution from the authorized organization (see sample resolution on pg. 13)
  - Resolution from the municipality that the project is within (see sample resolution on pg. 14)
  - Letter of 501 (c) (3) status (if non-profit organization)
  - Supporting documentation as appropriate, including but not limited to letters of support, photographs, plans or studies, permits or approvals, etc.
3. Email applications to Sara Kwitek at [Kwitek@countyofdane.com](mailto:Kwitek@countyofdane.com). The Grant Application, Budget Form, Project Narrative and Rating Questions, project location map and detailed plans should be submitted electronically as one PDF document, not to exceed 5 MB in size. All other documents may be submitted separately by mail, email or fax.

### **Questions?**

Contact Sara Kwitek, Acquisition and Planning Specialist, at 224-3611 or [Kwitek@countyofdane.com](mailto:Kwitek@countyofdane.com).

Dane County Land & Water Resources Department  
5201 Fen Oak Drive, Rm. 223  
Madison, WI 53718  
Fax: 608-224-3774



## Partners for Recreation and Conservation (PARC) Grant Application



<b>APPLICANT INFORMATION</b>		
Organization		
Contact Name & Title		
Address		
Daytime Phone	Fax	E-mail
<b>PROJECT INFORMATION</b>		
<b>Requirement:</b> Projects must be on public lands, easements, or leased property that guarantees at least 25 years of public access. Projects proposed for land that has not yet been secured for public access are not eligible.		
Project Title		
Project Location		
Estimated Start Date	Estimated End Date	
<b>PROJECT COST SUMMARY</b>		
Project Costs	Grant Request (up to 50%)	
Sponsor Funds	Grants or Other Match	
<b>REQUIRED ATTACHMENTS</b>		
<input type="checkbox"/> Project Budget Form <input type="checkbox"/> Project Narrative and Rating Questions <input type="checkbox"/> Project location map & detailed plans and specifications including construction drawings and specifications. <input type="checkbox"/> Supporting documentation as appropriate, including but not limited to letters of support, photos, plans or studies, necessary permits or approvals, etc. <input type="checkbox"/> Letter of 501 (c) (3) status (if non-profit organization) <input type="checkbox"/> Resolution from the authorized organization <input type="checkbox"/> Resolution from the municipality that the project is located within.		
<b>The undersigned hereby certifies that the information contained in this application and all attachments is true and correct to the best of his/her knowledge.</b>		
Name of Authorized Representative (please print) _____ Title: _____		
Signature of Authorized Representative _____ Date: _____		

**Email applications to Sara Kwitek at [Kwitek@countyofdane.com](mailto:Kwitek@countyofdane.com). Submit all required materials as one PDF, not to exceed 5 MB in size. Supporting documentation may be submitted as a separate PDF.**





# Partners for Recreation and Conservation (PARC) Project Narrative and Rating Questions



**NOTE: Do not exceed space provided in each box. Font size must be 10pt or greater.**

## PROJECT DESCRIPTION

**Describe the scope, goals, and need for the project:**

**PROJECT TIMELINE**

**Provide key project implementation milestones and timeline:**

*Example:*

*All grants and sponsor matching funds secured – October 2014*

*Permits and approvals secured – December 2013*

*Start construction – April 2014*

*End construction – June 2014*

**RECOGNITION**

**Describe how you will recognize Dane County’s financial contribution to the project, if funded:**

**PROJECT DELIVERY PLAN**

**Describe who will be performing project management activities such as construction management and oversight duties:**

**PROJECT MAINTENANCE PLAN**

**Describe how the project will be maintained, who will be responsible for performing maintenance activities, and what financial resources are available to maintain the project:**

**RATING QUESTIONS (35 Pts. Available)**

**RECREATION (7 Pts. Available)**

1. Project will support more than five distinct outdoor recreation uses or provide for a unique recreation activity not currently offered in Dane County (1 Pt.)

**Describe:**

2. Project will provide outdoor recreation facilities that can be accessed year-round (1 Pt.)

**Describe:**

3. Project will provide bicycle/pedestrian trail facilities (2 Pts.)

**Describe:**

4. Project will improve access or provide recreational amenities for a lake or stream (2 Pts.)

**Describe:**

5. Project will serve recreation needs of disabled, elderly, youth, low income, or minority groups (1 Pt.)

**Describe:**

**CONSERVATION (7 Pts. Available)**

6. Project will improve or restore native upland habitat (1 Pt.)

**Describe:**

7. Project will improve water quality and aquatic habitat of a lake or stream (2 Pts.)

**Describe:**

8. Project will manage for a rare, endangered, or threatened species or natural community (1 Pt.)

**Describe:**

9. Project will enhance or restore a wetland (1 Pt.)

**Describe:**

10. Project will include natural resource enhancement or restoration on a tract of land > 40 acres (2 Pts.)

**Describe:**

**REGIONAL BENEFIT (12 Pts. Available)**

11. Project will benefit multiple jurisdictions in Dane County (2 Pts.)

**Describe:**

12. Project will provide for a top recreation need as identified on pg. 44 of the Dane County 2012 – 2017 Parks and Open Space Plan? (2 Pts.)

**Describe:**

13. Project will have a significant economic impact and enhance tourism (3 Pts.)

**Describe:**

14. A plan or data supports the regional need and benefit of the project (2 Pts.)

**Describe and/or include documentation with your application:**

15. Project is identified within multiple regional plans such as the Dane County 2012 – 2017 Parks and Open Space Plan, Dane County Water Quality Plan, a local comprehensive outdoor plan or a state or federal plan (3 Pts.)

**Describe:**

**OTHER PROJECT CONSIDERATIONS (9 Pts. Available)**

16. There are no permits or approvals necessary for project implementation or all necessary permits, approvals, or agreements are secured (2 Pt.)

**Include documentation with your application (i.e. copies of written final or preliminary approvals or agreements).**

18. Project incorporates green building practices (i.e. rain garden, green roof, solar energy, recycled materials, permeable asphalt) (1 Pt.)

**Describe:**

19. The project implementation goals and timeline as outlined on pg. 7 of the application are realistic and attainable (1 Pts.)

*Information provided on pg. 7 of application will be used to evaluate this component.*

20. Project has an achievable budget and financing plan (2 Pt.)

*Information provided on the Budget Form will be used to evaluate this component.*

23. Project involves and fosters multiple partnerships (2 Pt.)

**Describe:**

24. Sponsor has letters of support from private and public groups (1 Pt.)

**Include copies with your application.**

# Sample Resolution from Authorized Organization

Resolution No. \_\_\_\_\_

## RESOLUTION REQUESTING A DANE COUNTY PARTNERS FOR RECREATION AND CONSERVATION GRANT

RESOLVED, that the \_\_\_\_\_  
(Board of Directors or other authorized governing unit)

of the \_\_\_\_\_  
(Name of Organization)

headquartered at \_\_\_\_\_

HEREBY AUTHORIZES \_\_\_\_\_  
(Name and Title)

to act on its behalf to submit an application for financial assistance to the County of Dane under the Dane County Conservation Fund Grant Program for the acquisition of property or for other qualified conservation purposes described below; to sign documents; and to take action necessary to undertake, direct, and complete an approved Dane County Conservation Fund grant project:

\_\_\_\_\_  
(Description of grant proposal project)

BE IT FURTHER RESOLVED THAT the \_\_\_\_\_  
(Name of Organization)

recognizes and acknowledges the long-term ownership and management responsibilities (when applicable) associated with this Dane County Conservation Fund Grant Program, and will meet its obligations under the Grant and Management Contract for the project.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

I hereby certify that the foregoing resolution was duly adopted by

\_\_\_\_\_ at a legal meeting held  
(Name of Organization)

on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Authorized signature \_\_\_\_\_

Printed or typed name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## Sample Resolution from Municipality

Resolution No. \_\_\_\_\_

### RESOLUTION REQUESTING DANE COUNTY TO EXERCISE ITS MUNICIPAL PARK POWERS WITHIN THE MUNICIPALITY

WHEREAS, the governing body (the "Governing Body") of the \_\_\_\_\_ [town/village/city] of \_\_\_\_\_, Dane County, Wisconsin (the "Municipality") has reviewed the attached PARC Grant Application submitted by \_\_\_\_\_ to Dane County (the "Application"); and

WHEREAS, the Governing Body finds it is in the public interest that the capital improvement(s) contemplated in the Application (the "Project") is undertaken; and

WHEREAS, Dane County will act on the Application only after receiving this resolution approved by a majority of the members-elect of this Governing Body.

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. Request from Municipality. The Municipality hereby requests Dane County to act and consents to Dane County acting to undertake or finance a portion or all of the Project.

Section 2. Grant of Authority to County. The Municipality hereby finds it is in the public interest to grant Dane County authority to undertake and finance the Project under the terms and conditions of Dane County's Partners for Recreation and Conservation (PARC) Program. In consenting herein, the Municipality does not waive or relinquish any of its municipal authority or power under law, nor obligate itself to take any action or provide any funding with regard to the Project.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

I hereby certify that the foregoing resolution was duly adopted by

\_\_\_\_\_ at a legal meeting held  
(Name of Organization)

on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Authorized signature \_\_\_\_\_

Printed or typed name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



January 4, 2015

On behalf of the LIFE Foundation, I wish to extend a personal invitation to attend our Town Meeting on Tuesday, January 13, 2015 from 6:00 – 8:00 pm at the American Legion Hall, Cross Plains. The LIFE Foundation is a non-profit organization dedicated to fostering healthy lifestyles in our community.

The LIFE Foundation is currently working in conjunction with the village of Cross Plains under a grant awarded by the UW School of Medicine & Public Health – Wisconsin Partnership Program to improve nutrition and increase physical activity in a local safe environment. Our presentation will share who we are and what we have accomplished to date.

We will discuss a research study conducted with UW Health Cross Plains and share the results of our community needs survey regarding nutrition, physical activity and a facility. We will offer our ideas for health strategies (such as fitness classes, walking clubs, support groups, healthy food choices & gardens) and ask for additional ideas.

More importantly, we wish to encourage community support for a community fitness wellness center; an inter-generational facility where seniors can walk an indoor walking track and teens can play ping pong, where women can take a self-defense class and kids can get help with homework, a place for physical and emotional health. We will be encouraging the people in attendance to have their voice heard and contact village board members.

It would be our honor to have your presence at this meeting. We believe this information would be beneficial so that you may communicate effectively with community residents and we appreciate your service to the community.

We truly want Cross Plains to be famous for healthiness. We appreciate your consideration and wish you a happy and Healthy New Year!

Jane Busch  
President, LIFE Foundation

*“Make Cross Plains  
famous for healthiness!”*

# **LIFE Foundation Town Meeting**



**Tuesday, January 13, 2015  
6–8 p.m.**

**American Legion Hall  
2217 American Legion Dr. Cross Plains**

6:00 p.m. Doors Open  
6:30 p.m. Presentation  
7:15 p.m. Discussion  
7:30 p.m. Cake & Coffee Reception  
*Childcare is provided.*

***We need your input to build  
a healthier community***

[www.crossplainslife.org](http://www.crossplainslife.org)