AGENDA

1. Call to order.

2. Roll call.

3. Approval of the minutes of the February 24, 2020 meeting of the Public Works/Sewer and Water Committee.

4. Discussion and action regarding awarding contract for Project 2020-101, Verona Street Asphaltic Rehabilitation Project.

5. Discussion and action regarding awarding contract for Project 2020-102, Bituminous Seal Coat Project.

6. Discussion and action regarding developer’s agreement for Whispering Coves Phase 1 public improvements.

7. Discussion and action regarding professional services agreement with KL Engineering for inspection services for Whispering Coves Phase 1.

8. Discussion regarding on-going public works and utility projects.


Evan Touchett
Chairperson

POSTED: Verona City Hall, Verona Public Library, Miller’s Market
ALL AGENDAS ARE POSTED ON THE CITY’S WEBSITE AT www.ci.verona.wi.us
IF YOU NEED AN INTERPRETER, MATERIALS IN ALTERNATIVE FORMATS, OR OTHER ACCOMMODATION TO ACCESS THE MEETINGS, PLEASE CONTACT THE CITY CLERK AT 845-6495 AT LEAST 48 HOURS PRECEDING THE MEETING. EVERY REASONABLE EFFORT WILL BE MADE TO ACCOMMODATE YOUR REQUEST.
1. The meeting was called to order by Mr. Kemp at 5:21pm.

2. Roll Call: Present: Sarah Gaskell, Chad Kemp. Also present: Theran Jacobson, Public Works Director; Carla Fischer, City Engineer/ AECOM.

3. MOVED by Gaskell, seconded by Kemp, to approve the minutes of the December 16, 2019 meeting of the Public Works/ Sewer and Water Committee. Motion carried 2-0.

4. MOVED by Gaskell, seconded by Kemp, to recommend approval of professional services agreement with KorTerra for KorWeb Enhanced Facility Mapping Services for utility locating management software. Motion carried 2-0.

5. MOVED by Kemp, seconded by Gaskell, to recommend approval of professional services agreement with AECOM for Project ID 2020-110 Verona 2020 Stormwater Services for a cost not-to-exceed $20,900. Motion carried 2-0.

6. MOVED by Kemp, seconded by Gaskell, to recommend approval of professional services agreement with Baker Tilly for Project ID 2020-111 Utility Impact Fee Design for a cost not-to-exceed $13,500. Motion carried 2-0.

7. Evan Touchett arrived 5:37pm.

8. MOVED by Touchett, seconded by Kemp, to recommend approval of professional services agreement with Kueny Architects, LLC for Project ID 2019-111 Public Works Facility Design for a cost not-to-exceed $481,163. Motion carried 3-0.

9. MOVED by Touchett, seconded by Gaskell, to recommend approval of Developer's Agreement for Woods at Cathedral Point Phase 1 public improvements. Motion carried 3-0.

10. Mr. Jacobson provided updates regarding Verona sanitary sewer rates, and MMSD pass-through rate increases. Effective for Quarter 1 of the 2020 billing cycle the City of Verona sewer utility has increased sewer rates approximately 4.8% to reflect the cost increases from Madison Metropolitan Sewerage District.

11. Mr. Jacobson provided updates regarding eastside interceptor project moving forward as scheduled.

12. MOVED by Touchett, seconded by Kemp, to adjourn at 6:17pm. Motion carried 3-0.

Note: These minutes were prepared by Theran Jacobson, Director of Public Works. These minutes are based on the notes of the recorder and are subject to change at a subsequent meeting.
Public Works/Sewer & Water Committee

Listed below is an explanation of the items on the Public Works Committee agenda.

**Item (4) Awarding Contract for Project 2020-101, 2020 Verona Street Asphaltic Rehabilitation Project**

2020 Asphalt rehabilitation is along Northern Lights between staff park A and B.

Four bids were received for the project referenced above and are listed below in order lowest to highest:
- Payne & Dolan, Inc. of Fitchburg, WI in the amount of $197,527.50.
- Wolf Paving & Excavating, Inc. of Sun Prairie, WI in the amount of $232,173.50
- Edgerton Contractors of Oak Creek, WI in the amount of $244,817.67.
- Tri-County Paving, Inc of DeForest, WI in the amount of $258,320.10.

The estimate with contingencies was $282,535.00. The following bid items provided a significant reduction as compared to the estimate:
- Traffic control
- Milling Asphaltic Surface
- Shaping Shoulders
- Base Aggregate Dense (Road Gravel)
- HMA Pavement

Payne & Dolan has completed or currently working on other projects within the City of Verona. Based on past work performed in the City of Verona and references checked, Public Works Staff is of the opinion that Payne & Dolan has the personnel, equipment and financial assets necessary to complete the 2020-101, 2020 Verona Street Asphaltic Rehabilitation Project.

**Item (5) Awarding Contract for Project 2020-102, 2020 Bituminous Seal Coat Project**

Two bids were received for the project referenced above and are listed below in order lowest to highest:
- Fahrner’s Asphalt Sealers of Waunakee, WI in the amount of $222,890.
- Scott’s Construction, Inc. of Lake Delton, WI in the amount of $302,490.

The estimate with contingencies was $280,390.00. The following bid items provided a significant reduction as compared to the estimate:
- Traffic Control
- Chip Seal
Fahrner’s has provided this service for the City of Verona most recently in 2019. Based on past work performed in the City of Verona and references checked, Public Works Staff is of the opinion that Fahrner’s has the personnel, equipment and financial assets necessary to complete the 2020-102, 2020 Bituminous Seal Coat Project.

**Item (6) Developer’s agreement for Whispering Coves Phase 1 public improvements**

City Staff and City Attorney have worked with the developer for Whispering Coves in preparation of the Developer Agreement. The agreement anticipates that construction of the public improvements to serve the phase will commence in early March of 2020 and will be substantially completed on or about October 1, 2020, pending permit approvals. Phase 1 is the entrance to Whispering Coves adjacent and west of CTH M and south of CTH PD.

**Item (7) Professional services agreement with KL Engineering for inspection services for Whispering Coves Phase 1**

The City received three request for qualifications / rates for the project referenced above on January 10, 2020. The City of Verona public works staff reviewed the submittals for the following criteria listed below:

- Understanding the scope of work
- Qualifications / experience of assigned staff
- Availability of technical resources
- Proven record of successful completion of similar projects
- Labor rates

Public works staff checked references of the inspector(s) proposed by KL Engineering and received positive feedback.

Public Works staff is recommending that the contract be awarded to KL Engineering (KL).

This is a pass through cost to the developer.

The contract shall not exceed $347,244 and be contingent upon legal counsel review of the contract language.

**Item (8) On-going public works and utility projects**

Discussion and updates for ongoing public works and utility projects.
March 2, 2020

Verona City Council Members
111 Lincoln Street
Verona, WI 53593

Subject:    Letter of Recommendation
2020-101, 2020 Verona Street Asphaltic Rehabilitation Project

Dear Council Members:

In accordance with the Official Notice to Bidders, the office of the Public Works Director accepted sealed bids for the above named project until 11:00 a.m. local time on February 18, 2020. Following the close of bidding, the bids received were publicly opened and read aloud. Staff has reviewed the bids received. A copy of the Bid Tabulation is attached.

Four bids were received and are listed below in order lowest to highest:
   • Payne & Dolan, Inc. of Fitchburg, WI in the amount of $197,527.50.
   • Wolf Paving & Excavating, Inc. of Sun Prairie, WI in the amount of $232,173.50
   • Edgerton Contractors of Oak Creek, WI in the amount of $244,817.67.
   • Tri-County Paving, Inc of DeForest, WI in the amount of $258,320.10.

The estimate with contingencies was $282,535.00. The following bid items provided a significant reduction as compared to the estimate:
   • Traffic control
   • Milling Asphaltic Surface
   • Shaping Shoulders
   • Base Aggregate Dense (Road Gravel)
   • HMA Pavement

Payne & Dolan has completed previous years’ rehabilitation projects for the City of Verona as a sub-contractor with the most current being in 2016, 2017, 2018, and 2019. Payne & Dolan has also successfully completed a number of other projects throughout the City of Verona. Based on past work performed in the City of Verona and references checked, Public Works Staff is of the opinion that Payne & Dolan has the personnel, equipment and financial assets necessary to complete the 2020-101, 2020 Verona Street Asphaltic Rehabilitation Project.
I would therefore recommend that the City of Verona accept the bid of Payne & Dolan for the 2020-101, 2020 Verona Street Asphaltic Rehabilitation Project and recommend awarding a contract to Payne & Dolan in the amount of $197,527.50.

The streets included in the project are as follows:
- Northern Lights Road (Staff Park A to Staff Park B)

I will be pleased to answer any questions concerning the recommendations set forth.

Thank you in advance for your cooperation.

Sincerely,

Theran P. Jacobson, P.E.
Public Works Director

Drafted / reviewed by:
EAS/tpj
**BID TABULATION**

**2020-101, 2020 Asphaltic Street Rehabilitation Project**

**CITY OF VERONA, WISCONSIN**

Bid Date: 18-Feb-20

11:00 Bid Time

---

### Item Description

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Units</th>
<th>Unit Cost</th>
<th>Total</th>
<th>Unit Cost</th>
<th>Total</th>
<th>Unit Cost</th>
<th>Total</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1204.0120</td>
<td>Removing Asphaltic Surface Milling</td>
<td>5,700</td>
<td>SY</td>
<td>$5.00</td>
<td>$28,500.00</td>
<td>$5.05</td>
<td>$28,785.00</td>
<td>$2.75</td>
<td>$15,675.00</td>
<td>$3.99</td>
<td>$22,743.00</td>
</tr>
<tr>
<td>1205.0105</td>
<td>Undercut Excavation</td>
<td>750</td>
<td>CY</td>
<td>$20.00</td>
<td>$15,000.00</td>
<td>$25.25</td>
<td>$18,937.50</td>
<td>$18.00</td>
<td>$13,500.00</td>
<td>$22.37</td>
<td>$16,315.00</td>
</tr>
<tr>
<td>1305.0110</td>
<td>Base Aggregate Dense 3/4-Inch</td>
<td>200</td>
<td>Ton</td>
<td>$25.00</td>
<td>$5,000.00</td>
<td>$19.19</td>
<td>$3,838.00</td>
<td>$29.50</td>
<td>$5,900.00</td>
<td>$22.37</td>
<td>$4,474.00</td>
</tr>
<tr>
<td>1305.0120</td>
<td>Base Aggregate Dense 1 1/4-Inch</td>
<td>375</td>
<td>Ton</td>
<td>$18.00</td>
<td>$6,750.00</td>
<td>$30.30</td>
<td>$11,362.50</td>
<td>$10.00</td>
<td>$3,750.00</td>
<td>$17.68</td>
<td>$6,630.00</td>
</tr>
<tr>
<td>1305.0130</td>
<td>Base Aggregate Dense 3-Inch</td>
<td>1,125</td>
<td>Ton</td>
<td>$18.00</td>
<td>$20,250.00</td>
<td>$30.30</td>
<td>$34,087.50</td>
<td>$10.00</td>
<td>$11,250.00</td>
<td>$17.68</td>
<td>$19,890.00</td>
</tr>
<tr>
<td>1305.0500</td>
<td>Shaping Shoulders</td>
<td>8,000</td>
<td>LF</td>
<td>$2.00</td>
<td>$16,000.00</td>
<td>$0.76</td>
<td>$6,080.00</td>
<td>$0.50</td>
<td>$4,000.00</td>
<td>$0.42</td>
<td>$3,360.00</td>
</tr>
<tr>
<td>1455.0605</td>
<td>Tack Coat</td>
<td>400</td>
<td>Gal</td>
<td>$3.00</td>
<td>$1,200.00</td>
<td>$3.03</td>
<td>$1,212.00</td>
<td>$2.25</td>
<td>$900.00</td>
<td>$2.69</td>
<td>$1,076.00</td>
</tr>
<tr>
<td>1460.5233</td>
<td>HMA Pavement 3 LT 58-28 S</td>
<td>1,085</td>
<td>Ton</td>
<td>$80.00</td>
<td>$86,800.00</td>
<td>$76.76</td>
<td>$83,284.60</td>
<td>$71.50</td>
<td>$77,577.50</td>
<td>$85.43</td>
<td>$92,691.55</td>
</tr>
<tr>
<td>1460.5224</td>
<td>HMA Pavement 4 LT 58-28 S</td>
<td>750</td>
<td>Ton</td>
<td>$85.00</td>
<td>$63,750.00</td>
<td>$80.80</td>
<td>$60,600.00</td>
<td>$73.50</td>
<td>$55,125.00</td>
<td>$87.82</td>
<td>$65,865.00</td>
</tr>
<tr>
<td>1643.5000</td>
<td>Traffic Control 1 LS</td>
<td>708</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
<td>$5,210.00</td>
<td>$6,500.00</td>
<td>$6,500.00</td>
<td>$7,924.92</td>
<td>$9,714.92</td>
<td>$10,500.00</td>
<td>$10,500.00</td>
</tr>
<tr>
<td>1646.1020</td>
<td>Marking Line Epoxy 4-Inch</td>
<td>550</td>
<td>LF</td>
<td>$4.00</td>
<td>$2,200.00</td>
<td>$7.02</td>
<td>$8,861.00</td>
<td>$4.00</td>
<td>$2,200.00</td>
<td>$8.30</td>
<td>$4,565.00</td>
</tr>
<tr>
<td>1646.1020</td>
<td>Marking Arrow Epoxy</td>
<td>7</td>
<td>EA</td>
<td>$500.00</td>
<td>$1,000.00</td>
<td>$278.00</td>
<td>$556.00</td>
<td>$350.00</td>
<td>$700.00</td>
<td>$328.60</td>
<td>$657.20</td>
</tr>
<tr>
<td>1690.1000</td>
<td>Sawing Pavement</td>
<td>200</td>
<td>LF</td>
<td>$2.00</td>
<td>$400.00</td>
<td>$2.53</td>
<td>$506.00</td>
<td>$2.25</td>
<td>$450.00</td>
<td>$4.18</td>
<td>$836.00</td>
</tr>
</tbody>
</table>

---

**Bid Total**

- $258,820.10
- $197,527.50
- $244,817.67
- $232,173.50

Contingency 10% $25,685.00

Bid Bond 5%

Total w. Contingency $282,535.00

* - Apparent Low Bidder
March 2, 2020

Verona City Council Members
111 Lincoln Street
Verona, WI 53593

Subject: Letter of Recommendation
2020-102, 2020 Seal Coat Project

Dear Council Members:

In accordance with the Official Notice to Bidders, the office of the Public Works Director accepted sealed bids for the above named project until 11:15 a.m. local time on February 18, 2020. Following the close of bidding, the bids received were publicly opened and read aloud. Staff has reviewed the bids received. A copy of the Bid Tabulation is attached.

Two bids were received:
- The high bid from Scott’s Construction, Inc. of Lake Delton, WI in the amount of $302,490.00.
- The low bid from Fahrner’s Asphalt Sealers of Waunakee, WI in the amount of $222,890.00.

The estimate with contingencies was $280,390.00. The following bid items provided the majority of the cost decreases as compared to the estimate:
- Traffic Control
- Chip Seal

Fahrner’s has provided this service for the City of Verona in the past seven years and has performed above City expectations. Based on past work performed in the City of Verona and references checked, Public Works Staff is of the opinion that Fahrner’s has the personnel, equipment and financial assets necessary to complete the 2020-102, 2020 Seal Coat Project.

I would therefore recommend that the City of Verona accept the bid of Fahrner’s for the 2020-102, 2020 Seal Coat Project and recommend awarding a contract to Fahrner’s in the amount of $222,890.00.

The streets included in the project are as follows:
- Westridge Parkway

Project ID 2020-102
I will be pleased to answer any questions concerning the recommendations set forth.

Thank you in advance for your cooperation.

Sincerely,

Theran P. Jacobson, P.E.
Public Works Director

Drafted / reviewed by:
EAS,tpj

S:\PROJECTS\2020-102_2020 CHIP SEAL\DESIGN - PERMITING - BIDDING\BIDDING\LETTER OF RECOMMENDATION\2020-102, PAVEMENT SURFACE TREATMENT\LETTER OF RECOMMENDATION_2020-03-02.DOCX
## BID TABULATION

**2020-102, 2020 Seal Coat Project**

**CITY OF VERONA, WISCONSIN**

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Quantity</th>
<th>Units</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Total</th>
<th>Unit Cost</th>
<th>Total</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1475.0100</td>
<td>117,000</td>
<td>S.Y</td>
<td>Chip Seal (Granite Chip Seal)</td>
<td>$2.10</td>
<td>$245,700.00</td>
<td>$1.87</td>
<td>$218,790.00</td>
<td>$2.47</td>
<td>$288,990.00</td>
</tr>
<tr>
<td>1477.1000</td>
<td>20</td>
<td>EA</td>
<td>Infrared Heats (5-FTx7-FT)</td>
<td>$210.00</td>
<td>$4,200.00</td>
<td>$180.00</td>
<td>$3,600.00</td>
<td>$175.00</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>1643.5000</td>
<td>1</td>
<td>L.S</td>
<td>Traffic Control</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

**BID TOTAL**

<table>
<thead>
<tr>
<th></th>
<th>Unit Cost</th>
<th>Total</th>
<th>Unit Cost</th>
<th>Total</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$254,900.00</td>
<td>$222,890.00</td>
<td>$302,490.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CONTINGENCIES**

<table>
<thead>
<tr>
<th></th>
<th>10%</th>
<th>$25,490.00</th>
</tr>
</thead>
</table>

**TOTAL**

<table>
<thead>
<tr>
<th></th>
<th>$280,390.00</th>
</tr>
</thead>
</table>

**BID BOND**

|                     | 5%         | 5%         |

* - Apparent Low Bidder
WHISPERING COVES
DEVELOPMENT AGREEMENT
PHASE 1

This Whispering Coves Development Agreement Phase 1 (the “Agreement”) is made this ___ day of _____________, 2020, by and among North Neighborhood, LLC, a Wisconsin limited liability company (the “Developer”), Midthun Property Hwy M LLC, a Wisconsin limited liability company (“Midthun I”), Midthun Property North West, LLC (“Midthun II” and collectively with Midthun I hereinafter referred to as “Midthun”) and the City of Verona, a Wisconsin municipal corporation (the “City”).

RECITALS

A. The Developer has obtained approval from the City for a plat known as the Plat of Whispering Coves (the “Plat”), a parcel of land located in the City of Verona, Dane County, Wisconsin more particularly described in Exhibit A attached hereto (the “Subdivision”), contingent upon the execution of this Agreement and submittal of all required documents as provided by this Agreement.

B. The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Subdivision and thereby to limit the harmful effects of substandard subdivisions, including premature subdivision which leaves property undeveloped and unproductive.

C. Title 14 of the Code of Ordinances, City of Verona, Wisconsin (the “Subdivision Ordinance”) requires that provisions be made for the installation of public improvements to serve the Subdivision, including, but not limited to, sanitary sewer facilities, water mains and water service laterals, the grading of public lands, erosion and storm water runoff control, and street improvements.

D. The City’s purposes in entering into this Agreement are, among others, to provide for the installation of required improvements, to require the Developer to pay the direct and indirect costs related to the required improvements, and to avoid the harmful effects of substandard subdivisions. The Agreement is not executed for the benefit of material men, laborers, or others providing work, services or material to the Subdivision or for the benefit of lot or homebuyers in the Subdivision.
E. The Developer now wishes to proceed with the installation of public improvements to serve Phase 1 of the Subdivision, which Phase 1 consists of the lots and outlots shown on Exhibit B (“Phase 1”).

F. The City will be injured in the event of the Developer’s failure to fully and completely perform the requirements of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the City agree as follows:

**ARTICLE I – REQUIRED IMPROVEMENTS**

A. General Conditions.

1. Improvements.

   The Developer shall construct and install, at its own expense, the public improvements applicable to Phase 1 of the Subdivision as set forth in the Plat and in the plans prepared for the Developer by JSD Professional Services, Inc., and approved by the City, and particularly including the following items: installation of public sanitary sewer, public storm sewer, public water, public streets and public sidewalks, storm water management, gas, electric, cable, telephone, and street lights for dedication to the City (hereinafter referred to as the “Improvements”), as attached hereto as Exhibit C. The Improvements shall not be constructed hereunder unless the letter of credit required by this Agreement has been presented to and accepted by the City, which acceptance shall not be unreasonably withheld, conditioned or delayed. The Developer’s obligation shall be independent of any obligations of the City contained herein. All of the Improvements shall meet the minimum requirements of the Subdivision Ordinance and City construction standards. The Developer’s obligation to complete the Improvements shall arise upon recording of the Plat and execution of this Agreement by all parties and shall not be conditioned on the commencement of construction in the Subdivision or sale of any lots or improvements within the Subdivision. The Developer agrees to construct Improvements required to connect Phase 1 to existing utilities, to construct utilities to the edge of Phase 1 or the Plat (however identified in the plans approved by the City), and to dedicate the Improvements to the City.

   The parties agree and acknowledge that Morningside Boulevard may be constructed pursuant to a separate agreement executed between the City and Morningside Boulevard LLC, a Wisconsin limited liability company, an affiliate of the Developer (see Article I, Section B.3.f. below).
2. Contractors Engaged by the Developer.

The Developer agrees to engage contractors for all construction included in this Agreement who shall perform such work to the standards of the City and who shall comply with every requirement of the City Code and standards in performing such work. The Developer shall furnish the City Public Works Director (hereinafter, the “Director” or the “City Engineer”) with the names of all contractors and their subcontractors and with the classification of the work that they will perform, each of which shall be approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

3. City Approval of Starting Dates.

a. It is contemplated that construction of the Improvements for Phase 1 shall commence on or about March 1, 2020 (weather permitting) and shall be substantially completed on or about October 1, 2020; however, the actual commencement date of construction and the projected completion date shall be determined by the contract between the Developer and its contractor(s), subject to approval by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

b. A starting date for each phase will not be approved until final plans and specifications for the public improvements for each phase have been approved by the City Engineer, stamped “Approved for Construction,” and signed by the Developer’s Engineer, which approval shall not be unreasonably withheld, conditioned or delayed. Two copies of the approved, signed and stamped plans and specifications shall be provided to the City Engineer, and one copy shall be provided to each contractor. Only stamped and signed copies of the plans and specifications shall be used on the job site. A starting date will not be approved until all review and permit fees have been paid and the letter of credit required by this Agreement has been presented to and accepted by the City.

4. Phases and Time of Completion.

a. The Developer shall develop the Subdivision in phases, and the phases may not be developed until a development agreement for each phase is executed by the parties. The phasing plan shall specify which lots are included in each phase and what public improvements shall be completed as part of each phase. The number of lots in each phase shall be approved by the City. The Developer acknowledges receipt of the Residential Development Policy approved by the City in 2012.

b. All Improvements in any phase shall be completed within 18 months of the execution of the development agreement for that phase. Final asphalt lift shall be installed after one winter season of lower layer being installed.
5. Responsibility for Costs.

The Improvements shall be designed, permitted, constructed, and installed by the Developer at the Developer’s sole expense. The City shall not be responsible for any costs or charges relating to the Subdivision or this Agreement. The Developer shall be responsible for all inspection fees associated with the Improvements.

6. Inventory.

On or before January 15 of each year, the Developer shall provide the City with an inventory of all Improvements installed the previous year, including the cost of each such Improvement.

B. Specifications for Improvements.

1. Grading Plan.

a. Each phase of the Plat and the individual lots shall be graded in conformity with the Master Site Grading Plan as approved by the City Engineer, and corner elevations shall be identified on the Master Site Grading Plan. All site development and final landscaping of individual lots shall comply with the drainage path and elevations on the approved construction drawings and the Master Site Grading Plan to promote positive drainage. Lowest opening elevations of structures located in lots adjacent to storm water management facilities, overflows from storm water facilities, open channels, and low points in roadway rights-of-way shall be set to not have an adverse impact on overall site drainage and also be identified on the Master Site Grading Plan.

b. Upon completion of the grading of each phase and then, finally, of the Plat, the Developer shall submit to the City a record drawing identifying the grades as established by the Developer. The Developer shall require all builders to provide the City with an engineer’s certification stating that the grades on the record drawing are in conformance with the final approved grading plan within tolerances accepted in the industry, typically within 0.1-ft.

c. The Developer shall obtain a land disturbing activity permit pursuant to the City and Wisconsin Department of Natural Resources (“WDNR”) Code prior to grading, excavating, or other land disturbing activities.
2. Erosion Control Plans.

a. Prior to the commencement of construction of each phase, the Developer must receive approval from the applicable governing agencies for an erosion control plan: the City, Dane County, and the WDNR. At a minimum, an erosion control plan that conforms to the provisions of the City Code shall be required. The Developer shall comply with the approved erosion control plan. Erosion control shall be implemented, inspected, and maintained as required per the approved engineering drawings and permits issued. Any maintenance required as a result of an inspection or other notification shall comply with the permit. If required action is not completed by the Developer, an enforcement action may be taken by the WDNR or the City.

b. If the Developer fails to properly maintain the storm water treatment facility and downstream channels within thirty (30) days of delivery of written notice by the City to the Developer prior to acceptance by the City (or such longer period as may be acceptable to the City Engineer or as may be required due to weather or climactic conditions), then, in addition to any other remedies available to the City that are provided by law, the City, or its designee, may perform such maintenance, and the Developer shall pay the City for all reasonable costs of maintenance performed by the City. Notwithstanding the foregoing, the City shall not declare a default under this Agreement during the thirty (30) day cure period unless it is clear that the Developer does not intend to perform said work, or unless the City determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat. If the Developer fails to perform said work, or if the City determines that such immediate action is necessary, the City may perform said work and deduct the cost thereof from the letter of credit.

3. Street Improvements.

a. For Phase 1, the street(s) depicted on the Plat shall be constructed by the Developer as shown on the Plat in accordance with the design plans prepared by JSD Professional Services, Inc., and as approved by the City Engineer.

b. The north-south street shown on the Plat within the Midthun property, connecting the Endres property on the north to the Backus property on the south, shall not be constructed, and the property adjacent to the street shall not be developed, until a separate development agreement is executed.

c. The Developer shall construct all streets in Phase 1, including gravel base, and install the curb and gutter in accordance with the construction standards of the City, including, but not limited to, installing mountable
curbs on traffic islands within the Subdivision so that the curbs may withstand snow removal, maintenance, and emergency vehicle use. Further, no plantings or structures shall be placed or constructed in the traffic islands. Streets shall not be constructed until utilities under the roadway are completed and approved.

d. The City Engineer shall retain final authority, exercised in accordance with industry standards, regarding the need to remove sub base material and to replace such sub base material with suitable material, to make sure that the quality of any utility and street construction satisfies the Subdivision Code.

e. For each phase, the final course of asphalt shall be installed in all streets in the Plat within 18 months after the completion of the lower layer of asphalt, except that this deadline may be extended by the City Engineer for a reasonable time with respect to the laying of the final layer of asphalt paving on streets within the Subdivision, so long as the Developer furnishes appropriate surety for the completion of such work in the judgment of the City Engineer.

f. **Morningside Boulevard.** Morningside Boulevard shall be constructed under one of two alternatives.

(1) **Alternative One.** Morningside Boulevard is constructed pursuant to plans approved by the City and a separate agreement executed between the City and Morningside Boulevard LLC, a Wisconsin limited liability company, an affiliate of the Developer and Midthun. If Morningside Boulevard is to be constructed under Alternative One, the separate agreement referenced in the preceding paragraph must be executed on or before April 13, 2020.

(2) **Alternative Two.** A portion of Morningside Boulevard is constructed by the Developer pursuant to plans approved by the City. The Developer, Midthun, and the City agree and acknowledge that Alternative Two is intended as a temporary solution and that Morningside Boulevard may need to be completed in its entirety before the Developer or Midthun can pursue future development of the Property.

Further, if a portion of Morningside Boulevard is constructed by the Developer pursuant to Alternative Two, the City agrees that it will seek to recapture a portion of the costs incurred by the Developer to construct Morningside Boulevard from the Dreger property and the Endres property at the time of annexation, if either of the properties annex to the City. The recapture amount to
be collected by the City and paid to the Developer shall be determined by the City.

g. The Developer and Midthun agree and acknowledge that traffic signals (and associated geometric improvements) at the intersection of Morningside Boulevard and County Highway M may need to be constructed before either the Developer or Midthun can pursue future development of the Property.

4. Sidewalks.

The Developer shall construct and install sidewalks on both sides of the streets for Phase 1 within the Plat in accordance with the construction standards of the City.

Any sidewalk that will be installed and connect to a multi-use path shall be six (6) feet in width, all other sidewalks shall be constructed to construction standards of the City.

5. Lighting.

The Developer shall pay for the installation of street lights and restoration for Phase 1, including the restoration required by the installation of underground wiring. Street lights shall be placed at intervals and in locations as set forth on a street light plan approved by the City Engineer and the applicable electric utility company. The type and specifications of the street lights must be approved by the City Engineer prior to installation.

The Developer shall pay for the installation of multi-use path lights and restoration for Phase 1, including the restoration required by the installation of underground wiring and including, but not limited to, the East-West multi-use path. Multi-use path lights shall be placed at intervals and in locations as set forth on a light plan approved by the City Engineer. The type and specifications of the street lights must be approved by the City Engineer prior to installation.


a. The Developer shall furnish, construct and install sanitary sewer facilities for Phase 1 in accordance with the design plans prepared by JSD Professional Services, Inc., and as approved by the City Engineer, including installing sanitary sewer service laterals to serve each lot in Phase 1. All sanitary sewer main and lateral construction shall be done in accordance with the construction standards of the City and shall be completed prior to the application of the lower layer of asphalt street pavement. Sewer service shall be provided to the parklands in the Plat where applicable facilities are anticipated. The City Engineer shall provide JSD Professional Services, Inc. with the location of the sewer
service facilities for insertion into the Construction Drawings in advance of their approval by the City for each Phase.

b. No installation of the underground utilities shall commence until plans and specifications have been approved by the City Engineer and the WDNR.

7. Water Distribution.

a. The Developer shall furnish, construct and install water mains and laterals for Phase 1 in accordance with the design plans prepared by JSD Professional Services, Inc., and as approved by the City Engineer. All water main and service lateral construction shall be done in accordance with construction standards of the City, and the Developer shall install water service laterals to serve each lot in Phase 1. Water service shall be provided to the parklands in the Plat where future water service is anticipated. The City Engineer shall provide JSD Professional Services, Inc. with the location of the water service facilities for insertion into the Construction Drawings in advance of their approval by the City for each Phase.

b. No installation of the underground utilities shall commence until plans and specifications have been approved by the City Engineer and the WDNR as it requires.

8. Storm Sewer and Storm Water Management Facilities.

a. The Developer shall furnish, construct and install storm sewers and storm water management facilities for Phase 1 in accordance with the design plans prepared by JSD Professional Services, Inc., and as approved by the City Engineer. All storm sewer construction shall be done in accordance with construction standards of the City and shall be completed prior to the application of the lower layer of asphalt street pavement. The Developer shall provide all storm water runoff calculations requested by the City Engineer to determine the adequacy of the facilities.

b. Storm water management facilities are not required to be constructed by the Developer outside of the boundaries of Phase 1 as part of this Agreement, except for the construction of storm water management facilities as shown in the plans prepared by JSD Professional Services, Inc., and as approved by the City Engineer. In the event that future phases of development of the Plat require the construction of storm water management systems outside the boundaries of said phase, the City agrees to make its storm water easements, outlots and streets as shown on the Plat available to the Developer for the construction of such storm water management facilities. The Developer shall construct all storm water
management systems in accordance with the design plans prepared by JSD Professional Services, Inc., and as approved by the City Engineer.

c. The Plat and other adjacent lands are within a closed watershed, the area of which is identified in Exhibit D attached hereto and incorporated herein. The Developer acknowledges that a storm water pumping station and associated force main conveyance system identified are required to discharge storm water runoff from the closed watershed. In accordance with the design plans prepared by JSD Professional Services, Inc. (and/or sub consultants on its behalf), and as approved by the City Engineer, the Developer shall construct and install the pumping station as part of Phase 1 and the section of force main conveyance system within Phase 1.

d. The storm water pumping station and associated force main conveyance system shall be constructed to discharge runoff directly to the unnamed tributary of the Badger Mill Creek, also known by the City as the “Dry Tributary” near the intersection of Northern Lights Road, North Nine Mound Road and Cross Country Road. The storm water pumping station and associated force main conveyance system shall be constructed to full build out conditions to the Dry Tributary as part of phase 2 of the development of the Plat. The parties agree and acknowledge that the associated force main conveyance system needs to be constructed on land outside of the Plat to get to the Dry Tributary. The City shall be responsible for acquiring all necessary property rights on land outside of the Plat in order to build the associated force main conveyance system from the edge of the Plat to the Dry Tributary.

e. The Developer agrees and acknowledges that it shall retain all responsibility for the operation and maintenance of the storm water pumping station and associated force main conveyance system until all public improvements required for the development of all phases for the Plat have been dedicated to and accepted by the City. The parties agree that a storm water management agreement in the form attached hereto and incorporated herein as Exhibit E shall be executed by the Developer and the City. After the City has accepted all public improvements required for the development of all phases for the Plat, the City shall be responsible for the operation and maintenance of the storm water pumping station and associated force main conveyance system.

Further, the Developer agrees and acknowledges that it shall be responsible for any and all liability related to flood damage, if any, that occurs to property within the Plat until all development within the Plat is completed, and that the indemnification provisions contained within this Agreement specifically apply to flood damage within the Plat.
f. The Developer agrees and acknowledges that the City retains the authority to establish a storm water special assessment district to generate revenue from the property in order to cover storm water operation and maintenance costs.


In accordance with the City Code, all utilities serving Phase 1, including, but not limited to, electric power, natural gas, communications facilities, telephone and cable, shall be installed underground. Except as otherwise provided in this section, all utility equipment, appurtenances, conduits, lines and structures, electrical power, cable, communication facilities and telephone shall be installed within the right of way or within easements along side or rear yard lot lines and shall not be permitted in the front yard without written approval by the City. No retaining walls, fences, decks or other similar structures associated with the residential homes in the Subdivision may encroach upon easement rights granted for the operation and maintenance of municipal utilities.

10. Fencing and Debris Removal.

The Developer shall remove all interior fences and posts on the property, and shall remove all man-made debris on lands to be dedicated to the public by the Plat, or which are public at this time.


If excavations result in excess fill, and the Developer uses such fill materials on lots within the Subdivision, the Developer shall be solely responsible for the location, grades, and method of placement of such material. Positive drainage shall be maintained and no adverse impacts to adjacent property owners shall occur by changes to drainage. Although such fill materials shall be leveled and graded as required by this Agreement, neither the City, the City Engineer, nor the employees or agents of either shall be responsible for the location, method of placement, type, or degree of compaction of any materials placed on private property.

12. Street Signs.

The Developer shall pay for the installation of all traffic control signs and street name signs for Phase 1.


On the approved construction plans, the Developer shall identify for the City the lowest allowable exposed foundation elevations for all lots in Phase 1 that abut bodies of water (i.e., navigable waters and storm water basins). The lowest
allowable exposed foundation elevations shall be established at least two (2) feet above the back-to-back 100 year flood elevation, per CARPC Resolution 2016-01.

14. Outlots – Mail and Parcel Delivery.

a. The Developer shall construct facilities for mail and parcel delivery (the “Cluster Box Units”) on Block 3, Outlot 3; Block 6, Outlot 3; Block 8, Outlot 1; Block 13, Outlot 1; Block 14, Outlot 1; and Block 15, Outlet 2 (the “CBU Outlots”) pursuant to plans approved by the City. For purposes of example only, the Cluster Box Units shall be constructed similar to the examples shown in Exhibit F. The Cluster Box Units shall be used for mail and parcel delivery for all lots within the Subdivision. Among other requirements, the Cluster Box Units shall comply with the Americans with Disabilities Act, to the extent applicable; be installed according to the manufacturer’s standards; and locks, keys, and assignments of mailboxes shall be done through the United States Postal Service as it will manage mail per its regulations.

b. The Developer shall transfer CBU Outlots to the Whispering Coves Homeowner’s Association (the “Association”). Once transferred, CBU Outlots, including the Cluster Box Units, shall be managed and maintained by the Association in a neat and orderly condition by the Association, and shall comply with all applicable regulations of the City Code and any rules or regulations imposed by the United States Postal Service.

c. If the Association (or the Developer, if the Developer has not yet transferred the CBU Outlots to the Association) fails to manage and maintain CBU Outlots, including the Cluster Box Units, pursuant to this Section 14, the City shall provide written notice thereof, and in the event that the Association (or the Developer) does not cure any failures within thirty (30) days of the City’s notice, the Association (or the Developer) agrees the City:

(1) May enter CBU Outlots and perform any work required under this Section 14, and all costs incurred by the City may be treated as a special charge (as defined in Wis. Stat. § 74.01(4)) levied on the lots within the Subdivision, without notice or hearing, such notice and hearing being expressly waived by the Association (or the Developer). The special charge shall be a lien on the lots within the Subdivision and shall be extended upon the next tax roll. All proceedings in relation to collection, return and sale of the lots within the Subdivision for delinquent real estate taxes shall apply to any such special charge.
(2) If the City’s authority to impose a special charge is held illegal or otherwise unenforceable by a court of law, the City shall retain any and all other remedies available at law to pursue collection of a costs incurred, including, but not limited to, levying special assessments in amounts no greater than the payments due. The Developer and the Association consent to the imposition of special assessments against the lots within the Subdivision and waive all rights to notice and hearing related to the special assessments and waive all rights to object to procedural irregularities in the imposition of the special assessments.

15. Wetland Restoration.

a. For Phase 1, the Developer shall restore the wetland area on Outlot ____ pursuant to plans approved by the City. Among other work, the Developer shall complete a wetland restoration plan, obtain applicable WDNR approval and permits, and complete the work. The wetland restoration work must be completed prior to the Developer starting Phase 2 of its development.

b. For avoidance of doubt, the City and the Developer agree and acknowledge that the Developer is certain parkland credit for the restoration of the wetland area on Outlot ___. If the Developer fails to restore the wetland area on Outlot ___ pursuant to the plans approved by the City, the City reserves the right to recalculate City park fees in Article II, Section A.4. and fees may be due from the Developer.

ARTICLE II – PAYMENT OF FEES AND COSTS

A. Developer to Reimburse City Costs and Pay Other Fees.

1. City Costs.

The Developer shall pay to the City, within thirty (30) days of billing, the City’s reasonable fees associated with this Agreement and/or the Improvements, including, but not limited to, administrative fees, planning fees, engineering fees, attorney’s fees, construction inspection fees, and soils testing fees. Interest of one and one-half percent (1½%) per month shall be charged on invoices not paid within thirty days of billing. The City shall provide detailed invoices of the City’s costs to the Developer no less frequently than monthly.

2. MMSD Fees.

The Developer agrees to pay applicable Madison Metropolitan Sewerage District (MMSD) Interceptor Connection Charges (ICC) and Wastewater Treatment Plant Connection Charges (TPCC). The ICC and TPCC are based on developable
3. City Water Impact and Sanitary Sewer Connection Fees.

The Developer agrees to pay the City of Verona Water Impact Fee and Sanitary Sewer Connection Fee. The City of Verona Water Impact Fee and Sewer Connection Fee are based on gross acreage of land approved in the Plat. For each phase, the Developer agrees to pay the fees that are in effect prior to the City of Verona substantially accepting the sewer and water improvements. The Letter of Credit shall not be reduced until after the City of Verona connection charges and impact fees associated with each phase have been paid in full. For Phase 1, the City estimates the Water Impact Fee to be $61,799.85, and the Sanitary Sewer Connection Fee to be $105,744.95.

4. City Park Fees.

The Developer agrees and acknowledges that its park dedication requirements, as provided in Section 14-1-81 of the City Code of Ordinances, consists of, for the entire Plat, the dedication of 13.23 acres of land to be used for park purposes.

5. Water Main Improvements Costs.

Within sixty (60) days of the execution of this Agreement, the Developer shall pay to the City $96,392.88 for costs previously incurred by the City related to the construction of a water main (central pressure zone) associated with Project ID 5992-09-87, which construction benefitted the Property.

B. Payment Required under Annexation Agreement.

1. Pursuant to the Annexation Agreement executed among the City, the Developer, Midthun Property North West LLC, and Midthun Property Hwy M LLC, which Annexation Agreement is dated August 23, 2018 and recorded in the Dane County Register of Deeds Office as Document No. 5445228 (the “Annexation Agreement”), upon execution of this Agreement, the Developer shall pay the City $131,927.18.

ARTICLE III – ACCEPTANCE AND GUARANTEE OF IMPROVEMENTS

A. Inspection.

1. After the required Improvements for each phase of the Subdivision have been made, installed and completed, the Developer shall notify the City Engineer, in writing, that the work is complete and ready for final inspection. All
Improvements shall be inspected and tested within sixty (60) days of the Developer’s notice by the City Engineer or a consultant retained by him to assure compliance with all construction and improvement requirements of the City. The Developer agrees to provide for the maintenance and repair of all Improvements until the Improvements are accepted by the City. Before any sureties or other financial guarantees are released to the Developer, the City Engineer shall approve the satisfactory completion and acceptance of the Improvements; provided however that the City may reduce the amounts of the sureties or financial guarantees pursuant to Article IV, Section A.3. The Developer shall obtain an original lien waiver(s) from the Contractor(s) for the labor and materials for which payment is requested upon delivery of the payment to the Contractor(s), and the Developer shall provide the City with a copy of such original lien waiver(s). Prior to City acceptance of Improvements, the Developer shall provide the City with the lien waivers and such information on the cost of the Improvements as the City may require.

2. Prior to the City Engineer’s inspection and approval of sanitary sewers, the Developer shall have performed, and at its cost, an air-pressure test and television inspection of those utilities. The Developer shall pay the actual cost of such inspection as required by the City Code. In addition, the water system installation shall not be accepted until a successful pressure test and bacteriologically safe sample is obtained by a certified testing agency. The Developer shall be responsible to flush the main, obtain the samples, and have all tests completed as may be required for the City’s acceptance. Upon completion of the mains, hydrants, valves, appurtenances, and service laterals and certification of approval by the Director, ownership and control of the system shall be turned over without any restrictions to the City Water Utility.

B. Record Drawings and Cost of Improvements.

After completion of all Improvements for each phase and prior to final acceptance of the Improvements, the Developer shall prepare and have approved by the City three (3) copies of a complete plan of the Improvements as constructed, together with an electronic version of the record drawings, as required by the Subdivision Ordinance. After completion of all Improvements and prior to acceptance of the Improvements, the Developer shall provide the City with such information on the cost of the Improvements as the City may require for accounting purposes.

C. Dedication.

Subject to all of the other provisions of this Agreement, the Developer shall, upon completion of the above-described Improvements, unconditionally, and without charge to the City, give, grant, convey and fully dedicate the same (excepting sanitary sewer laterals and water laterals lying outside of dedicated right-of-way) to the City, its successors and assigns forever, free and clear of all encumbrances, together with (without limitation because of enumeration) all land, buildings, structures, mains, conduits, pipes,
lines, plant, machinery, equipment appurtenances and habiliments which may in any way be a part of or pertain to such Improvements, together with any and all necessary easements for access thereto.

D. Acceptance.

Following the City Engineer’s report of completion of the Improvements and acceptance, the City shall thereafter have the right to connect or integrate other utility facilities with the facilities provided hereunder without payment or award to, or consent required of, the Developer. The City Engineer shall provide the Developer with a copy of the City acceptance of the Improvements hereunder which the Developer may record to evidence compliance with this Agreement. Certification by the City Engineer does not constitute a waiver by the City of any rights related to the guarantee set forth in Article III-E below against defects in or failure of any Improvements that are detected or which occur following such acceptance.

E. Improvement Guarantee.

The Developer guarantees all Improvements against defects which appear within a period of one year from the date of acceptance by the City as herein provided and shall pay for any damages resulting there from to City property. If any defect appears during the guarantee period, the Developer shall upon written notice and, at its expense, install replacements or perform repairs to the standard provided in the approved plans and specifications. The Developer shall have 30 days from the issuance of such notice (or such longer period as may be acceptable to the City Engineer or as may be required due to weather or climatic conditions) to cure the defect. The City shall not declare a default under this Agreement during the 30 day cure period on account of any such defect unless it is clear that the Developer does not intend to cure the defect, or unless the City determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat. If the Developer fails to cure the defect, or if the City determines that such immediate action is necessary, the City may affect the cure and deduct the cost thereof from the security deposit. All guarantees or warranties for materials or workmanship which extend beyond the above guarantee period shall be assigned by the Developer to the City (as beneficiary). Unless defects have appeared and have not been repaired, the City will release the security to the Developer upon expiration of the one year guarantee period.

F. Remedies.

The remedies provided in this Article are not exclusive. The City may use any other remedies available to it under the Agreement or in law or equity in addition to, or in lieu of, the remedies provided above.
ARTICLE IV – LETTER OF CREDIT

A. Letter of Credit.

1. The Developer agrees to furnish the City, before the start of any construction of improvements required by this Agreement, including but not limited to the Improvements, with surety in the form of an irrevocable letter of credit, in the amount of 6,251,403, to secure performance of this contract in accordance with the Subdivision Ordinance, which letter of credit shall be in a form acceptable to the City and must be accepted by the City prior to the commencement of construction under this Agreement. The letter of credit shall be payable at sight to the City and will bear an expiration date not earlier than twelve (12) months after the date of delivery to the City. The letter of credit shall include a provision requiring that the City be given written notice not less than forty five (45) days and not more than sixty (60) days prior to the expiration of the letter. The Developer shall provide a new letter of credit satisfactory to the City not less than ten (10) days prior to the expiration of any earlier letter of credit sufficient to cover the balance of any work to be performed by the Developer hereunder and any sum required to secure the guarantee in Article III-E above. The failure to provide a new letter of credit at least ten (10) days before the expiration of the current letter of credit shall be deemed a default under this Agreement authorizing the City to draw upon the letter of credit. The letter of credit shall be payable to the City at any time upon presentation of (i) a sight draft drawn on the issuing bank in the amount to which the City is entitled to draw pursuant to the terms of this Agreement; (ii) a written statement by a City official that the City is entitled to draw on the letter of credit; and (iii) the original of the letter of credit.

2. Any Improvements that are not completed within 18 months of the execution of this Agreement (except for the final course of asphalt, which shall be allowed to remain unfinished for the period allowed under Article I-B-3 of this Agreement) may be completed by the City, and the City may draw on the letter of credit to pay all costs associated with completing the Improvements.

3. As work progresses on installation of the Improvements constructed as part of this Agreement, the City Engineer, upon written request from the Developer from time to time, is authorized to recommend a reduction in the amount of the letter of credit as hereinafter provided. When portions of construction (water, sanitary sewer, street, sidewalk, storm sewer or other Improvements) are completed by the Developer, and determined acceptable by the City Engineer, the City Administrator is authorized, upon submission of lien waivers by the Developer’s contractors, to reduce the amount of the letter of credit.

4. Upon acceptance by the City of the Improvements constructed as part of this Agreement, the City agrees to reduce the letter of credit to an amount equal to the City Engineer’s estimate of the amount reasonably necessary to secure the
guarantee required in Article III-E, or 10 percent of the total cost of the Improvements, whichever is greater.

5. The Developer agrees to provide written notice of the expiration of any letter of credit (or replacement letter of credit) provided for herein not less than forty five (45) days nor more than sixty (60) days prior to its expiration, by sending notice to the following address:

   City of Verona  
   Attn: City Clerk  
   111 Lincoln Street  
   Verona, WI 53593

B. Preservation of Assessment Rights.

1. Any Improvements that are not completed within 18 months of the execution of this Agreement (except for the second course of asphalt, which shall be allowed to remain unfinished for the period allowed under Article I-B-3 of this Agreement) may be completed by the City at the City’s option and charged to lots in the Subdivision as a special assessment.

2. In addition to other remedies provided to the City by this Agreement, and in the event the Developer breaches its obligations hereunder (after written notice and the opportunity to cure as provided for herein), the City shall have the right, without notice or hearing, to impose special assessments or special charges on the lots in the Plat for any amount to which the City is entitled by virtue of this Agreement. This provision constitutes the Developer’s acknowledgment of special benefit and the Developer’s consent to and waiver of notice and hearing on all proceedings imposing such special assessments or special charges.

3. Notwithstanding Article IV-B-1 and IV-B-2, the City shall not levy any special assessments under such sections against any lot which has been conveyed of record by Developer to a third party following acceptance by the City of all Improvements (except for the second course of asphalt). The City, however, retains all rights granted to it generally under Wisconsin statutes to levy special assessments.

C. Remedies Not Exclusive.

The remedies provided in this Article are not exclusive. The City may use any other remedies available to it under the Agreement or in law or equity in addition to, or in lieu of, the remedies provided above.
ARTICLE V – PERMITS

A. Required Permits.

The Developer is responsible for obtaining all licenses, permits and authority necessary to perform its obligations under this Agreement.

B. Building Permits.

The City shall not issue building permits for lots within the Subdivision until all of the following conditions have been met:

1. The Developer has complied with the provisions of this Agreement.

2. The Developer has installed and the City has accepted, for each phase, the sanitary sewer main and laterals, the water main and laterals, the storm sewer and other storm water management facilities, the gravel base in the streets, and the curb, gutter, sidewalk, and lower layer of asphalt street pavement.

C. Occupancy Permits.

The City will not issue an occupancy permit for any dwelling within the Subdivision until all fees are paid and all dedications and Improvements associated with such phase are approved and accepted by the City in accordance with this Agreement, except the final lift of asphalt street pavement need not be installed provided there is a sufficient financial guarantee under Article IV-A to insure the installation of the final lift.

ARTICLE VI – LEGAL REQUIREMENTS AND PUBLIC RESPONSIBILITY

A. Laws to be Observed.

The Developer shall at all times observe and comply with all federal, state and local laws, regulations and ordinances which are in effect or which may be placed in effect which may affect the construction of the public improvements to be accomplished under this Agreement. The Developer further agrees to indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, losses and expenses, including attorney’s fees, arising out of or resulting from the Developer’s failure to comply with an applicable federal, state or local law, regulation or ordinance.

B. Other Laws Apply.

All applicable provisions of the Subdivision Code and any other applicable ordinances or laws shall be adhered to with respect to the design, construction and installation of required Improvements for the Subdivision and with respect to the development of the Plat, except as to variances to or waivers of those requirements. Where standards and/or
specifications have not been established by the City, all work shall be made in accordance with established engineering practices.

C. Developer’s Responsibility for Work.

The work shall be under the charge and care of the Developer until all Improvements have been accepted by the City. If prior to acceptance the City is required to take any measure to maintain, protect, or guard any completed Improvements that have not yet been accepted by the City, the costs of doing so shall be paid by the Developer.

D. Insurance Requirements.

1. General. The Developer shall obtain insurance acceptable to the City as required under this section. The Developer shall maintain all required insurance under this section until Improvements have been accepted and during any subsequent period in which the Developer does work under this Agreement pursuant to the Improvement guarantee or otherwise.

2. Certificates of Insurance. Certificates of Insurance on all policies specified shall be filed with the City Clerk which shall include a fifteen (15) day prior written notice of material change or cancellation to the City and which clearly state that liability insurance is provided and, if applicable to work under this Agreement, explosion, collapse and underground coverage. Explosion, collapse and underground coverage may be provided by the Developer’s contractor.

3. Insurance. The minimum limits of liability shall be as follows:

Worker’s Compensation, etc.

(1) State: Statutory
(2) Applicable Federal (e.g., Longshoreman’s): Statutory
(3) Employer’s Liability:

Bodily Injury by Accident $100,000 each accident
Bodily Injury by Disease $100,000 each employee
Bodily Injury by Disease $500,000 policy limit

Contractor’s General Liability (which shall include completed operations and product liability coverages):

(1) General Aggregate: (Except Products-Completed Operations): $1,000,000
(2) Products-Completed Operations Aggregate: $1,000,000

(3) Personal and Advertising Injury (Per Person/Organization): $1,000,000

(4) Bodily Injury and Property Damage (Each Occurrence): $1,000,000

(5) Personal Medical Expense (Per Person): $5,000

(6) Personal Injury Liability coverage will include claims arising out of employment.

(7) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

(8) Excess Liability

General Aggregate: $2,000,000
Each Occurrence: $2,000,000

Automobile Liability:

(1) Combined Single Limit: (Bodily Injury and Property Damage) Each Accident $1,000,000

The Contractual Liability coverage shall provide coverage for not less than the following amounts:

(1) General Aggregate: $1,000,000

(2) Each Occurrence (Bodily Injury and Property Damage): $1,000,000

Insurance required under this Agreement shall be carried with an insurer authorized to do business in Wisconsin by the Wisconsin Commissioner of Insurance. The City reserves the right to disapprove any insurance company.

E. Indemnification.

The Developer hereby expressly agrees to indemnify, defend and hold the City and its officers, employees, and agents harmless from and against all claims, costs and liability of every kind and nature (including reasonable fees for attorneys, consultants, and
experts), for injury or damage received or sustained by any person or entity in connection with, or on account of, the performance of work at the development site and elsewhere pursuant to this Agreement, except to the extent caused by the recklessness or willful misconduct of the City or its officers, employees, agents or contractors. The Developer further agrees to defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this Agreement, except where such suit is brought by the Developer, subject to the limitations above. The Developer is not an agent or employee of the City.

F. Indemnification for Environmental Contamination.

The Developer shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to, or in connection with the Subdivision or this Agreement (including, but not limited to, street right-of-way and park land) of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of all Improvements, except to the extent caused by the willful or negligent act or omission of the City or its officers, employees, agents or contractors. Without limiting the generality of the foregoing, the indemnification by the Developer shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property dedicated or conveyed to the City, whether in the soil, groundwater, air or other receptor.

The City shall immediately notify the Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in or on the real property dedicated or conveyed to the City. The City also agrees that following notification to the Developer that contamination may exist, the City shall make all reasonable accommodations to allow the Developer to examine the real property and conduct such clean-up operations as may be required by the appropriate local, state, or federal agencies to comply with applicable laws.

G. Personal Liability of Public Officials.

In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the City’s officers, agents or employees, it being understood and agreed that in such matters they act as agents and representatives of the City.
ARTICLE VII – GENERAL PROVISIONS

A. Title.

The Developer and Midthun warrant that they are the owners of all property within the Subdivision; that no other person or party has an interest of record in the Subdivision, other than a mortgagee; that they have full right and authority to make the agreements, warranties, consents and waivers in this Agreement; and that upon recording the City shall have good, indefeasible title to all interests in property dedicated or conveyed to the City by the Plat, this Agreement or other instruments required by the Agreement. Prior to recording the Plat, the Developer shall provide the City with title evidence acceptable to the City showing that the Developer and Midthun have title as warranted above. The Developer and Midthun further warrant and represent that if they acquire the Subdivision subject to a mortgage, they shall obtain the mortgagee’s consent to the terms and conditions of this Agreement in a form acceptable to the City. The Developer and Midthun shall defend, indemnify and hold the City harmless from any claims, suits or damages related to the City’s acquisition or ownership of interests in the real property dedicated or conveyed to the City hereunder, including, but not limited to, claims for inverse condemnation or relocation benefits under Chapter 32 of the Wisconsin Statutes.

B. Developer’s Project Manager.

The Developer hereby designates Margaret A L. Blum as the Project Manager, who shall act as the Developer’s representative during the construction of the Improvements. The Project Manager shall be available during construction hours on the job site or available by telephone at (847) 828-4272. During non-construction hours, the Project Manager shall be available to respond to emergencies at the following telephone number: (847) 828-4272.

C. Survey Monuments.

The Developer shall install all survey monuments for the lands within the Plat in the manner required by law within the time required by law. Any monuments disturbed during construction of Improvements shall be restored.

D. Written Notice.

Any written notification required under this Agreement shall be deemed to be served if it is personally delivered or sent by first class mail to the following:

City of Verona
Attn: City Clerk
111 Lincoln Street
Verona, WI 53593
North Neighborhood, LLC
C/O Forward Development Group
161 Horizon Drive
Suite 101A
Verona, WI 53593

Midthun
C/O Dennis Midthun
13845 W. Bullard Road
Evansville, WI 53536

The parties may change the address to which notices must be sent by giving notices as provided herein.

E. Covenants and Restrictions.

The Developer shall provide the Covenants, Conditions and Restrictions that relate to the Subdivision to the City Engineer promptly after their adoption.

F. Zoning.

The City does not guarantee or warrant that the lands subject to this Agreement will not at some later date be rezoned, nor does the City agree to rezone the lands into a different zoning district. Any rezoning that may take place shall not void this Agreement.

G. Inspections.

The Developer grants the right of entry on the lands within the Plat to personnel or agents of the City to conduct inspections and monitor compliance with the provisions of this Agreement.

H. Access.

The City shall, to the extent it already owns or has access easements over offsite lands, permit reasonable access for Developer’s construction of offsite Improvements required under this Agreement. The City shall not, however, be required to exercise, for the benefit of Developer, its power of eminent domain or exercise any other municipal authority to obtain access over any property which it does not currently own or over which it does not have access rights. Nor shall the City be required to expend any time or money to stake, for Developer’s benefit, the location of any dedicated lands or easements over which it will furnish Developer access for construction of offsite Improvements.

I. Public Easements.

All easements dedicated to the City or the public on the Plat grant the City the right to construct, install, maintain, inspect, repair and replace the designated Improvements in,
on, over or under such easements. Lots within the Plat shall not be used in a manner which interferes with the City’s easement rights. The City’s only obligation to restore the property after any use by the City of its easements shall be to grade the soil, replace topsoil, and plant grass seed.

J. Default.

A default is defined herein as the Developer’s breach of, or failure to comply with, the terms of this Agreement. The Developer shall be entitled to written notice and thirty (30) days’ opportunity to cure any breach under this Agreement, provided however, that if such breach is of a nature that it cannot be reasonably cured within such thirty (30) day period, the Developer shall have up to a maximum of ninety (90) days to cure such default as long as the Developer is actively pursuing said cure. The City reserves to itself all remedies available at law or equity as necessary to cure any default. The City also reserves to itself the right to draw on the letters of credit provided hereunder, and to specially assess costs against the property within the Plat, in addition to pursuing any other available remedies. Remedies shall include, but not be limited to, stopping all construction, denying building permits and prohibiting the transfer or sale of lots. Remedies shall be cumulative, and the exercise of one shall not preclude the exercise of others.

K. Attorney Fees.

If the Parties are required to resort to litigation or arbitration regarding this Agreement, the substantially prevailing party shall be entitled to an award of all costs, including reasonable attorney fees and expert witness fees.

L. Time.

For the purpose of computing the commencement, abandonment and completion periods, and time periods for City or Developer action, such times in which war, civil disasters, acts of God, or extreme weather conditions occur or exist shall not be included to the extent such conditions prevent the Developer from performing its obligations under the Agreement.

M. No Vested Rights Created.

Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this project shall inure to the Developer. The City does not warrant by this Agreement that the Developer is entitled to any required approvals.

N. Successors Bound.

This Agreement shall run with the land and shall be binding upon the Developer, its grantees, personal representatives, heirs, successors and assigns, including the owners of all lots in the Subdivision.
O. Assignment.

The benefits of this Agreement to the Developer are personal and shall not be assigned without the express written consent of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. There is no prohibition on the right of the City to assign its rights under this Agreement. The City shall release the original Developer’s letter of credit if it accepts new security from any Developer or lender who obtains the property. However, no act of the City shall constitute a release of the original Developer from its liability under this Agreement arising prior to the date of such assignment.

P. No Release.

Nothing set forth in this Agreement shall be construed as, nor is intended to be, a waiver or release of any obligations imposed upon the Developer by the Subdivision Code, or any other applicable provisions in the City Code of Ordinances, state statutes, or administrative rules. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the City and the Developer, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City’s failure to exercise any right under this Agreement shall not constitute approval of any wrongful act by the Developer or the acceptance of any Improvements.

Q. Amendment.

This Agreement may only be amended by a written amendment instrument approved and executed by the City and the Developer.

R. Severability.

If any part, term or provision of this Agreement is held to be illegal or otherwise unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the validity of any other part, term or provision of this Agreement, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

S. Entire Agreement.

This written agreement, and written amendments, shall constitute the entire agreement between the Developer and the City.
T. Recording.

The City may record a copy of this Agreement with the Register of Deeds. All costs of recording shall be paid by the Developer. Upon acceptance by the City of the Improvements, the City shall provide the Developer with a certified copy of the acceptance which the Developer may use to record notice of such acceptance. Provided the Developer has complied with the terms of this Agreement, the City agrees to release this Agreement and the Annexation Agreement as to individual lots within Phase 1 when such lots are sold to third parties for the construction of homes.

U. Governing Law.

This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Wisconsin. Any claim arising under this Agreement shall be brought in Dane County Circuit Court, Dane County, Wisconsin.

V. Interpretation.

This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

W. Counterparts.

This Agreement may be executed in one or more counterparts and upon execution and delivery by each of the parties hereto shall constitute one and the same enforceable agreement.

X. Effective Date.

This Agreement is entered into as of the day and year first written above.

Y. Recitals and Pre-Annexation Agreement.

1. The representations and recitations set forth in Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph, subject to all of the terms and conditions in the balance of this Agreement.

2. Except as expressly amended by this Agreement, the Annexation Agreement shall be and remain in full force and effect.

[Signature pages to follow]
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the dates noted below.

CITY OF VERONA

By __________________________
Luke Diaz, Mayor

By __________________________
Ellen Clark, City Clerk

STATE OF WISCONSIN
COUNTY OF DANE

Personally, came before me this _____ day of __________________, 2020, the above named Luke Diaz and Ellen Clark, to me known to be the Mayor and City Clerk of the City of Verona, and the persons who executed the foregoing instrument and acknowledged the same.

________________________
Print name: __________________
Notary Public, State of Wisconsin
My Commission: _______________
NORTH NEIGHBORHOOD, LLC

By: __________________________
Name: __________________________
Title: __________________________

STATE OF WISCONSIN
COUNTY OF DANE

Personally, came before me this _____ day of _______________, 2020, the above named ______________________________, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of North Neighborhood, LLC.

______________________________
Print Name: _____________________
Notary Public, State of Wisconsin
My Commission: __________________
IN WITNESS WHEREOF, the undersigned execute of this Agreement, but do not assume any of the obligations of the Developer hereunder, rather the undersigned join in this Agreement’s execution to acknowledge their acceptance of the terms and provisions of the Agreement which expressly apply to Midthun.

MIDTHUN PROPERTY HWY M LLC

By: __________________________
Name: Dennis C. Midthun, its sole member

STATE OF WISCONSIN
COUNTY OF DANE

Personally, came before me this _____ day of _______________, 2020, the above named ____________________, to me known to be the sole member of Midthun Property Hwy M LLC who executed the foregoing instrument and acknowledged the same on behalf of said company.

______________________________
Print Name: _____________________
Notary Public, State of Wisconsin
My Commission: _________________

MIDTHUN PROPERTY NORTH WEST, LLC

By: __________________________
Name: Dennis C. Midthun, its sole member

STATE OF WISCONSIN
COUNTY OF DANE

Personally, came before me this _____ day of _______________, 2019, the above named ____________________, to me known to be the sole member of Midthun Property Hwy M LLC who executed the foregoing instrument and acknowledged the same on behalf of said company.

______________________________
Print Name: _____________________
Notary Public, State of Wisconsin
My Commission: _________________
Attachments:  Exhibit A – Legal Description and Parcel Identification Numbers of the Property  
Exhibit B – Map of Phase 1 Lots and Outlots  
Exhibit C – Summary of Phase 1 Public Improvements  
Exhibit D – Map of Closed Watershed  
Exhibit E – Form of Storm Water Management Agreement  
Exhibit F – Example of Cluster Box Units

This instrument drafted by:
Bryan Kleinmaier
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701-1784
EXHIBIT A

LEGAL DESCRIPTION AND PARCEL IDENTIFICATION NUMBERS OF PROPERTY
EXHIBIT B

MAP OF PHASE 1 LOTS AND OUTLOTS
WHISPERING COVES

EXHIBIT C

SUMMARY OF PHASE 1 PUBLIC IMPROVEMENTS
EXHIBIT D

MAP OF CLOSED WATERSHED
EXHIBIT E

FORM OF STORM WATER MANAGEMENT AGREEMENT
EXHIBIT F

EXAMPLES OF CLUSTER BOX UNITS
EXHIBIT F

EXAMPLES OF CLUSTER BOX UNITS
February 28, 2020

Theran Jacobson, P.E.
Director of Public Works – City of Verona
410 Investment Court
Verona, WI 53593

RE: KL Engineering Proposal for Construction Oversight Services
City of Verona Construction Inspection and Project Oversight
Whispering Coves, Phase I

Dear Theran,

KL Engineering, Inc. is pleased to provide you with this proposal for construction oversight services to perform roadway and utility construction observation and project oversight associated with phase I of the Whispering Coves development. The following attachments are included with this letter, and should be considered part of our proposal for engineering services:

- Attachment A – Project Understanding and Scope of Services
- Attachment B – Schedule of Hours and Costs
- Attachment C – Standard Billing Rate Schedule
- Attachment D – General Terms and Conditions

The total cost for the services under this contract will be billed on an hourly basis utilizing the enclosed standard billing rate schedule with a maximum cost of $347,244.00. The estimated hours and maximum cost are based on the scope of services and schedule of hours and costs as detailed in Attachments A and B, respectively.

Conditions Assumed Under This Proposal

- Aaron McFarlin from KL Engineering will serve as the Lead Construction Inspector with assistance from additional KL staff as necessary to match the contractor’s work operations.
- All construction observation will be completed by January 1st, 2021.

Basis of Payment and General Conditions

This work shall be completed in accordance with the attached General Terms and Conditions, which shall be considered a part of this contract upon the written approval indicated below. KL Engineering will submit monthly invoices for work completed under this proposal. City of Verona will reimburse KL Engineering within 30 days from the date of the invoice.

Our professional services will be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering principles and practices. No other warranty, either expressed or implied is made.

We look forward to working with you on this project. Please let us know if you have any questions regarding this proposal. You may indicate your approval for us to proceed by signing the appropriate section of this proposal and returning it to us.

Sincerely,

[Signature]

Title: __________________________

Approved by: ______________________

Date: ____________________________

Aaron Steger, P.E.
Vice President Engineering Services
**Project Understanding**

The purpose of this proposal is to provide the City of Verona roadway and utility construction inspection and project oversight associated with phase I of the Whispering Coves Development.

Forward Development Group, LLC (FDG) is constructing a new residential development on the far north side in the City of Verona. The General Development Plan area encompasses approximately 170 acres and is envisioned to include up to 259 residential units comprised of traditional single-family lots and condominium-style units, just over 45 acres of open space, including a wetland natural conservancy, parklands and trails, and stormwater management facilities. Lands have also been allocated for a roughly 12-acre potential future school site within Whispering Coves. The development is currently scheduled to be built in 4 phases. Phase 1 encompasses approximately 59 single family lots and 21 condominium lots. JSD Professional Services, Inc. is preparing the plans on behalf of FDG for the improvements.

KL Engineering, Inc. shall serve as the lead inspector for the construction of Phase 1 which will consist of but is not limited to:

- Mass Grading (64 Acres)
- Stormwater management facilities (16 acres)
  - (9) stormwater ponds
  - Pump station and forcemain
- Construction of new roads (including sanitary sewer, watermain, storm sewer, and typical roadway section).
  - Morningside Boulevard (+/-2000’)
  - Harvest Moon Trail (+/-1700’)
  - Morning Cove Circle (+/-2000’)
  - Evening Sun Way (+/-500’)
  - Hemlock Drive (+/-300’)

---

*Attachment A – Project Understanding and Scope of Services*

**KL Engineering Proposal for Construction Oversight Services**

**City of Verona Construction Inspection and Project Oversight**

**Whispering Coves, Phase I**

**February 17, 2020**
**Anticipated Scope of Services**

The anticipated services to be provided by KL Engineering, Inc. include the following:

- Coordinate with the Municipality and the Construction Contractor(s).
- Review and have a thorough understanding of contract plans, specifications, and contract special provisions.
- Attend all job-related meetings and provide construction updates.
- Conduct full-time inspection of all phases of construction.
  - Maintain a presence on the projects during times when contractor, subcontractor and City distribution construction activities are underway. The selected consultant will, with one primary construction inspector consultant team members, the construction inspector, oversee the construction project and will prioritize oversight work between the active areas.
- Ensure all contractor work is in compliance to the project specifications and plans, City specifications, applicable WisDOT specifications, and industry standards.
- Review materials for compliance to project specifications and plans and notify City’s geotechnical consultant when testing services are needed. Shop drawings will be reviewed by others.
- Receive certificates, computations and reference materials submitted by the Contractor, and maintain files on the project site of all items submitted by the contractor.
- Review and submit to the City any suggestions or requests made by the contractor to change or modify any requirements of the plans, specifications, or Contract Documents.
- Perform erosion control inspections; prepare and maintain reports weekly or after rain events in accordance with the WisDOT/WisDNR agreement.
- Perform routine traffic control and detour inspections.
- Work in conjunction with the Contractor and City to resolve utility conflicts.
- Maintain a daily log of activities, labor, equipment, etc.
- Maintain a photo diary of all phases of construction.
- Generate substantial and final completion documents (punch list).
- Conduct final inspection and certify acceptance.
- Perform survey field verification of the contractor’s work for as-built drawings.
- Generate as-built drawings consisting of a pdf markup of the construction plans showing any changes.
- Quantities for pay applications will be completed by FDG construction management team.
- Consultant will be responsible for measuring quantities only related to as-built record drawing requirements.
<table>
<thead>
<tr>
<th>Project Engineer II</th>
<th>Engineering Technician II</th>
<th>Engineer I</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>$115</td>
<td>$80</td>
</tr>
<tr>
<td>April</td>
<td>80</td>
<td>176</td>
</tr>
<tr>
<td>May</td>
<td>80</td>
<td>168</td>
</tr>
<tr>
<td>June</td>
<td>80</td>
<td>198</td>
</tr>
<tr>
<td>July</td>
<td>207</td>
<td>207</td>
</tr>
<tr>
<td>August</td>
<td>189</td>
<td>189</td>
</tr>
<tr>
<td>September</td>
<td>198</td>
<td>198</td>
</tr>
<tr>
<td>October</td>
<td>198</td>
<td>198</td>
</tr>
<tr>
<td>November</td>
<td>160</td>
<td>160</td>
</tr>
<tr>
<td>December</td>
<td>120</td>
<td>120</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1312</td>
<td>1614</td>
</tr>
</tbody>
</table>
## Summary of Staff Hours and Direct Labor Costs - KL Engineering, Inc.

**Project ID:** Whispering Coves, Phase I  
**Observation and Project Oversight**  
**City of Verona**

<table>
<thead>
<tr>
<th>Classification</th>
<th>Project Engineer II</th>
<th>Engineering Technician II</th>
<th>Engineer I</th>
<th>Total Direct Labor</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hourly Rate</strong></td>
<td>$115.00</td>
<td>$80.00</td>
<td>$85.00</td>
<td></td>
</tr>
<tr>
<td><strong>Hours</strong></td>
<td>1,312</td>
<td>1,614</td>
<td>594</td>
<td>3,520</td>
</tr>
<tr>
<td><strong>Dollars</strong></td>
<td>$150,880.00</td>
<td>$129,120.00</td>
<td>$50,490.00</td>
<td>$330,490.00</td>
</tr>
</tbody>
</table>

**TOTALS**

$150,880.00  
$129,120.00  
$50,490.00  
$330,490.00
# Direct Costs by Item - KL Engineering, Inc.

**Project ID: Whispering Coves, Phase I**  
Observation and Project Oversight  
City of Verona

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit Amount</th>
<th>Unit Type</th>
<th>Rate</th>
<th>Total Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miles</td>
<td>1,300</td>
<td>Each</td>
<td>$0.580</td>
<td>$754.00</td>
</tr>
<tr>
<td>GPS unit</td>
<td>40</td>
<td>Week</td>
<td>$400.00</td>
<td>$16,000.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$16,754.00</strong></td>
</tr>
</tbody>
</table>
### Consultant Contract Total Fee Computation - KL Engineering, Inc.

**Project ID: Whispering Coves, Phase I**  
Observation and Project Oversight  
City of Verona

<table>
<thead>
<tr>
<th></th>
<th>Whispering Coves, Phase I</th>
<th>Total for Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Number of Staff Hours</strong></td>
<td>3520</td>
<td>3520</td>
</tr>
<tr>
<td><strong>Engineering Services</strong></td>
<td>$330,490.00</td>
<td>$330,490.00</td>
</tr>
<tr>
<td><strong>Direct Costs</strong></td>
<td>$16,754.00</td>
<td>$16,754.00</td>
</tr>
<tr>
<td><strong>TOTAL COST</strong></td>
<td>$347,244.00</td>
<td>$347,244.00</td>
</tr>
</tbody>
</table>
### Standard Billing Rate Schedule

**Effective January 1, 2020**

#### Standard Billing Rates

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>$70.00</td>
</tr>
<tr>
<td>Limited Term Employee</td>
<td>$50.00</td>
</tr>
<tr>
<td>Engineering Technician I</td>
<td>$70.00</td>
</tr>
<tr>
<td>Engineering Technician II</td>
<td>$80.00</td>
</tr>
<tr>
<td>Senior Engineering Technician I</td>
<td>$90.00</td>
</tr>
<tr>
<td>Senior Engineering Technician II</td>
<td>$100.00</td>
</tr>
<tr>
<td>Senior Engineering Technician III</td>
<td>$110.00</td>
</tr>
<tr>
<td>Surveyor</td>
<td>$75.00</td>
</tr>
<tr>
<td>Professional Land Surveyor</td>
<td>$115.00</td>
</tr>
<tr>
<td>Environmental Specialist</td>
<td>$110.00</td>
</tr>
<tr>
<td>Electrical Designer/Inspector</td>
<td>$115.00</td>
</tr>
<tr>
<td>Transportation Planner</td>
<td>$110.00</td>
</tr>
<tr>
<td>GIS Specialist</td>
<td>$110.00</td>
</tr>
<tr>
<td>Professional Landscape Architect</td>
<td>$135.00</td>
</tr>
<tr>
<td>Engineer I</td>
<td>$85.00</td>
</tr>
<tr>
<td>Engineer II</td>
<td>$95.00</td>
</tr>
<tr>
<td>Project Engineer I</td>
<td>$105.00</td>
</tr>
<tr>
<td>Project Engineer II</td>
<td>$115.00</td>
</tr>
<tr>
<td>Project Engineer III</td>
<td>$125.00</td>
</tr>
<tr>
<td>Senior Project Engineer</td>
<td>$135.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$140.00</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$145.00</td>
</tr>
<tr>
<td>Principal</td>
<td>$155.00</td>
</tr>
</tbody>
</table>

#### Expenses

- **Out-of-pocket direct job expenses**
  - (reproductions, sub-consultants, equipment rental, etc)
  - at cost
- **GPS Rover**
  - $400/week

#### Travel Expenses

- **Company or Personal Car Mileage**
  - IRS rate
- **Lodging and Subsistence**
  - at cost

#### Billing and Payment

- Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of the invoice.

---

This schedule of billing rates is effective January 1, 2020 and will remain in effect until December 31, 2020 unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

---

Rev. 12/5/19
1. KL Engineering, Inc. will begin engineering services upon written authorization to proceed. Receipt of a signed contract will be considered written authorization. For projects requiring phased services a written authorization of approval of the prior phase and notice to proceed on the subsequent phase must be received prior to commencement of services. Phases, when applicable, shall be divided into study and report phase, preliminary design phase, final design phase and construction phase.

2. KL Engineering, Inc. will bill the Client monthly with net payment due in thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1½% per month. In addition, KL Engineering, Inc., may after, giving seven (7) days’ written notice, suspend service under any agreement until the Client has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. The quoted fees and scope of engineering services constitute the estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties.

4. (DELETED)

5. KL Engineering, Inc., will maintain insurance coverage for: Worker’s Compensation, General Liability, Auto Liability, and Professional Liability. KL Engineering, Inc., will provide information as to specific limits upon written request. If the Client requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Client. The liability of KL Engineering, Inc., to the Client for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amounts which KL Engineering, Inc., has in effect.

6. Client and KL Engineering, Inc., to the extent permitted by applicable law, shall each indemnify the other with respect to any demand, claim, liability, cost, expenses, fine or penalties to the extent caused by such party’s negligent act, error or omission in any way related to the Project or this Agreement. In the event of any claim, allegation or demand by any third party involving the negligent performance of the scope of services or responsibilities of either Party, such Party shall promptly assume responsibility for the investigation, defense and response to such issues.

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

8. Termination of this agreement by the Client or KL Engineering, Inc., shall be effective upon seven (7) days’ written notice to the other party. The written notice shall include the reasons and details for termination. KL Engineering, Inc., will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in paragraph 2.

9. Reuse of any documents and/or engineering services pertaining to this project by the Client or extensions of this project or on any other project shall be at the Client’s sole risk. The Client agrees to defend, indemnify, and hold harmless KL Engineering, Inc., from all claims, damages, and expenses including attorneys’ fees and costs arising out of such reuse of the documents and/or engineering services by the Client or by others acting through the Client.

10. KL Engineering, Inc., will provide engineering services in accordance with generally accepted professional practices. KL Engineering, Inc., does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, KL Engineering, Inc., will not accept those terms and conditions offered by the Client in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

11. KL Engineering, Inc., intends to serve as the Client’s professional representative for those services as defined in this agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by KL Engineering, Inc., for the Client are rendered on the basis of experience and qualifications and represents the professional judgment of KL Engineering, Inc. However, KL Engineering, Inc., cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the opinion of probable cost prepared by it. Client agrees to hold KL Engineering, Inc., harmless for any claim arising out of or related in any way to project or construction costs.

12. This agreement shall not be construed as giving KL Engineering, Inc., the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

13. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

14. This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing duly executed by the parties hereto.

15. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereof.