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*Engineers • Consultants • Inspectors*

**AGREEMENT FOR ZONING ADMINISTRATION SERVICES**

This Agreement for Zoning Administration Services ("**Agreement**") is made and effective this 1<sup>ST</sup> day of October, 2017, by and between Client and GEC, and is contingent upon the Client undertaking zoning pursuant to Wis. Stat. §60.23 (34).

**ARTICLE 1 – FUNDAMENTAL TERMS**

1.1. "**Client**" shall mean the Dane County Town subscribed below and its agents, employees, and authorized representatives.

1.2. "**GEC**" shall mean General Engineering Company and its agents, employees, and authorized representatives.

1.3. **Project Name & Location.** The description of the project (the "Project") and its relative location is as follows:

Provide and perform contract Zoning Administration duties for Client in Dane County, Wisconsin.

1.4. **Project Scope.** GEC shall provide the services relative to the Project as listed in sections 2.1 and 2.2 pursuant to this Agreement (collectively, the "**Work**"). The Work is performed for the sole use and benefit of Client.

1.5. **Compensation.** Client shall compensate GEC for the Work as follows:

Task 1: Provide Zoning Administration duties for the Client for the fees and at the rates set forth in Article 2, below.

Task 2: In the event GEC provides services beyond those listed in sections 2.1 and 2.2, at the direction of Client, including, but not limited to, those services described in section 2.6, then Client shall pay GEC for all such services based on the then current hourly rates listed in Article 7, or, if amended, the currently applicable revisions thereof, plus expenses and permit fees, if any.

Invoices shall be submitted to Client from time to time and payment is due upon receipt of an invoice. Balances more than 30 days past due shall be subject to a late payment penalty charge, from the due date, at the rate of 1.5% per month (i.e., 18% per annum). In addition, GEC may, after giving thirty (30) days written notice, suspend service under this Agreement until Client has paid in full all amounts due for services rendered and expenses incurred, including any late payment penalty charges. In the event that GEC suspends service under this Agreement for nonpayment, Client agrees to waive any claim against GEC and hold it harmless from any claims for loss resulting from the cessation of service. There will be no mileage charges to or from Client's Town Hall unless chargeable to the applicant.

1.6. **Term of the Agreement.** This Agreement shall run for three years and three months.

This Agreement is subject to the attached **Terms and Conditions**.

**CLIENT:** Town of \_\_\_\_\_

**GEC:** General Engineering Company

By: \_\_\_\_\_  
Town Chair Date

By: \_\_\_\_\_  
Jerry A. Foellmi P.E., President Date

By: \_\_\_\_\_  
Town Clerk

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## Terms and Conditions

### **ARTICLE 2 - ZONING ADMINISTRATION SERVICES**

- 2.1 Scope of Services.** Provide Zoning Administration duties and act as the Client's Town Zoning Administrator, in accordance with current published Dane Towns Zoning Ordinance Chapter IX - Administration of this Ordinance, as incorporated into Client's Town Ordinances.
- 2.2** As Client's Town Zoning Administrator, GEC shall have the following specific duties and responsibilities, as set forth in Dane Town Zoning Ordinance §1.091 **Town Zoning Administrator: description and roles:**
- (a) Conduct on-site inspections of buildings, structures, waters, and land to determine compliance with all provisions of this chapter.
  - (b) Be permitted access to premises and structures to make inspections to ensure compliance with this chapter. If refused entry after presentation of identification, the Town Zoning Administrator may seek the assistance of the town attorney to procure a special inspection warrant in accordance with the Wisconsin Statutes.
  - (c) Maintain records associated with this chapter including all maps, amendments, land use permits, conditional uses, special exceptions, site plans, variances, appeals, inspections, interpretations, applications, and other official actions.
  - (d) Receive, file, and forward applications to the designated review and approval bodies, and provide related technical information or reports, or both, to assist such bodies in decision-making.
  - (e) Provide staff support to the Town Board and the Board of Zoning Appeals and Adjustment, including the scheduling of public hearings, other meetings, and site visits; and the recording of the actions, recommendations, and minutes of such bodies.
  - (f) Issue land use permits.
  - (g) Review and approve site plans for land uses under this chapter prior to the issuance of land use permits for such uses, ensuring compliance with this and other applicable ordinances and any additional requirements of designated official review and approval bodies for associated rezoning, conditional use, special exception, or variance requests.
  - (h) Make interpretations regarding the provisions of this chapter in a manner that is consistent with the purpose of this chapter. All interpretations are subject to appeal to the board of zoning appeals and adjustment in accordance with the procedures in this chapter.
  - (i) Make interpretations regarding the permissibility of land uses in certain zoning districts where such land uses are not explicitly listed as permitted-by-right, conditional uses, or special exception, in accordance with the procedures and criteria of this chapter.
  - (j) Investigate all complaints made relating to the location and use of structures, lands, and waters; and fulfill enforcement functions prescribed by this chapter.
  - (k) Any other duties or responsibilities delegated or assigned by competent authority.
- Notwithstanding the terms of the foregoing sections 2.2(a) through (k), GEC's specific duties and responsibilities do not include those services set forth in sections 2.6(a) through (h).
- 2.3 Fees For Services.** Fees for Zoning Administration duties will be 85% of the associated Standard Zoning Services Fee schedule during the term of this Agreement, as set forth in section 2.5 below. Upon prior written or oral authorization by the Client, GEC will conduct non-permit related or complaint driven site inspections at the rates listed in Article 7, or, if amended, the currently applicable revisions thereof. There will be no mileage charges to or from Client's Town Hall, unless chargeable to the applicant.
- 2.4 Project Timing.** GEC is prepared to begin the Work detailed herein upon receipt of a notice to proceed from the Client.

## 2.5 STANDARD ZONING SERVICES FEE SCHEDULE

Item	Item Description	Base Fee	Comments
1	New Construction Residential Principal Use	\$50 plus \$0.075/Sq. Ft.	One & Two Family Structures, Mobile Homes
2	Residential Addition & Alterations	\$50 plus \$0.075/Sq. Ft.	One & Two Family Structures, Mobile Homes
3	Residential Accessory Structures	\$50 plus \$0.075/Sq. Ft.	One & Two Family Structures, Mobile Homes
4	New Construction Commercial Principal Use	\$200 plus \$2.00 for each \$1,000 of construction cost	Includes Multi-Family
5	Commercial Addition, Alteration or Remodeling for Change of Use	\$200 plus \$2.00 for each \$1,000 of construction cost	Includes Multi-Family
6	Commercial Accessory Structures	\$200 plus \$2.00 for each \$1,000 of construction cost	Includes Multi-Family
7	Commercial Cell Tower	\$500	Existing or Other Structure
8	Signs	\$75	Apartment Complex
		\$250 (Each Face)	Billboards & Barn Signs
		\$75 (Each Face)	Development
		\$100 (Each Face)	Directory
		\$50	Home Occupation
		\$50	Limited Family Business
		\$100 (Each Sign)	On-Premise Advertising
		\$100 (Each Sign)	Marquee
		\$100	Subdivision (Permanent)
9	Non Metallic Mining Plan Review Fees	Less Than 1 Acre	No Fee
		>1 Acre but < 25 Acres	\$875
		>25 Acres but <50 Acres	\$1,100
		>50 Acres	\$1,300
		Modifications to an Existing Reclamation Plan	Base Fee Plus \$550
		Expedited Reclamation Plan	Base Fee Plus \$500
10	Non Metallic Mining Annual Fees	Less Than 1 Acre	No Fee
		1 Acre to Not >5 Acres	\$620
		>5 Acres but <10 Acres	\$775
		>10 Acres but <15 Acres	\$955
		>15 Acres but <25 Acres	\$1,210
		>25 Acres but <50 Acres	\$1,310
		>50 Acres	\$1,465
Item	Item Description	Base Fee	
11	Petition to Amend Zoning Maps in M-1, C-1 or C-2 Districts	\$500	
12	Petition to Amend Zoning Maps in All Other Districts	\$350	
13	Request to Rezone from the A-1 Exclusive Agriculture Zoning District	Base Fee plus \$100	
14	Shoreland-Wetland or Inland-Wetland Districts	Base Fee Plus \$125	
15	Farmland Preservation Zoning Conversion Fee for A-1 Exclusive Agriculture District or A-3 Agriculture District	Base Fee Plus \$55/Acre	
16	Petition to Amend A-1 Exclusive Agriculture to Residential, Rural Homes or A-2 Agriculture Districts	\$165	
17	Conditional Use for Primary Farm in A-1 EX District	\$165	
Item	Item Description	Base Fee	
18	Residential Conditional Use	\$450 plus \$36 Digital Mapping Maintenance Fee	
19	Communication Tower Conditional Use	\$3,100 plus \$36 Digital Mapping Maintenance Fee	
20	Mineral Extraction Conditional Use	\$1,100 plus \$36 Digital Mapping Maintenance Fee	

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21	Variance	\$350
22	Appeal to the Board of Adjustments	\$350
23	Certificate of Compliance of Buildings Constructed Prior or 8/20/1970	\$45
24	Salvage Yard License or Renewal	\$125
25	Zoning Certificate Under Wisconsin Farmland Preservation Act	\$30/Each
26	Administrative Determination of Floor Plain Status	\$125
27	Administrative Determination of Navigability of Any Lake, Pond, Flowage, River or Stream	\$125
28	Preliminary Density Study	\$100
29	General Development Plan (GDP)	\$400 Plus \$5/Acre
30	General Development Plan (GDP) Required to Establish an Urban Planned Unit Development District	\$1,000 Inclusive of the Fee to Amend Zoning Ordinance
31	Amend Previously Approved GDP or for Review of Specific SIP	\$1,000
32	Rural Planned Unit Development District	\$500 Initial GDP \$500 Amendment or SIP

**2.6 Additional Services.** In addition to the foregoing being performed, the following services may be provided upon prior written or oral authorization by the Client or authorized representative.

- (a) Site surveys and other similar special surveys as may be required.
- (b) Review of contractor's submittals and/or pay applications, processing of change orders, construction observation services.
- (c) Wetland delineations, DNR Ch. 30 permits, environmental services, archeological investigations, endangered species studies.
- (d) Laboratory tests, borings, specialized geological, soils, hydraulic, or other studies recommended by GEC.
- (e) Legal property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
- (f) Necessary data and filing maps for water rights, water adjudication, and litigation.
- (g) Any other services not specifically provided for in section 2.5.
- (h) Appearances before courts or boards on matters of litigation or hearings related to the project or any other work required by GEC relating to litigation.

**2.7 Equivalency Categories Between Existing Dane County Zoning Districts and Town Zoning Districts.** Whenever a task or permit fee in section 2.5 above involves a crossover between existing Dane County Zoning Categories and Town Zoning Districts, the following chart shall be used to equate the districts to set the equivalent fee for the services:

Dane County Zoning District	Town Zoning District
10.05 R-1 Residence District.	1.0324 Single Family Residential Zoning district (SFR)
10.051 R-1A Residence District.	SFR
10.06 R-2 Residence District.	SFR
10.07 R-3 Residence District.	SFR
10.071 R-3A Residence District.	1.0325 Multiple family residential zoning district (MFR)
Dane County Zoning District	Town Zoning District
10.08 R-4 Residence District.	MFR
10.09 RH-1 Rural Homes District.	SFR
10.091 RH-2 Rural Homes District.	SFR
10.092 RH-3 Rural Homes District.	SFR
10.093 RH-4 Rural Homes District.	SFR
10.10 RE-1 Recreational District.	1.0315 Nature Based Recreational District (NBR)
10.11 B-1 Local Business District.	1.0319 Neighborhood Retail District (NR)
10.111 LC-1 Limited Commercial District.	1.0321 Rural-Based Business District (RBB)
10.12 A-1 Agriculture District.	1.0311 Agriculture zoning district (AG)
10.121 A-B Agriculture Business District.	1.0313 Agriculture Enterprise District (AE)
10.122 A-Ba Transitional Agriculture Business District.	AE
10.123 A-1 Exclusive Agriculture [A-1(EX)] District.	1.0312 Exclusive agriculture zoning district (EA)
10.126 A-2 Agriculture District.	AG
10.127 A-3 Agriculture District.	This is less than 35 acres - certified by DATCP
10.129 A-4 Small Lot Agriculture District.	AG

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10.13 C-1 Commercial District.	1.0317 Commercial zoning district (COM)
10.14 C-2 Commercial District.	COM
10.145 EXP-1 Exposition District.	1.0323 Planned Unit Development District (PUD)
10.15 M-1 Industrial District.	1.0318 Industrial zoning district (IND)
10.151 AED Adult Entertainment Overlay District	1.055 Adult Entertainment
10.153 PUD Planned Unit Development District.	PUD
10.155 CO-1 Conservancy District.	Resource Conservancy Zoning District (RC)
10.157 HD Historic Overlay District.	This is specifically listed on the official map requirement
10.158 TDR-S Transfer of Development Rights Sending Area Overlay District.	Can be done by town policy no need for overlay district.
10.159 TDR-R Transfer of Development Rights Receiving Area Overlay District.	Can be done by town policy no need for overlay district.

### **ARTICLE 3 - PERFORMANCE OF THE WORK**

The Work shall be completed in a good and workmanlike manner in accordance with the customary standards of the industry.

### **ARTICLE 4 - ACKNOWLEDGMENTS AND LIMITATIONS**

- 4.1. **Acknowledgments.** Notwithstanding anything to the contrary in this Agreement, Client acknowledges and agrees that: (i) GEC shall be entitled to rely upon the adequacy, accuracy and completeness of any and all information and documents that Client provides to GEC relative to the Work; and (ii) GEC shall neither have control over or charge of, nor be responsible for, the acts of Client, or any other persons or entities, with respect to the Work.
- 4.2. **Limitations.** GEC shall not perform, provide, or engage in any of the following: (i) any procedure or service that may damage any improvement or a component of any improvement; (ii) any procedure or service that may be dangerous to GEC; (iii) the movement or removal of personal property, equipment, vegetation, snow, ice, or debris; (iv) except as otherwise provided in Exhibit A, the movement or excavation of earth; (v) except to the extent provided to GEC by Client, the review of any public records or other documents or information relating to the Work; or (vi) other limitations set forth in Exhibit A.

### **ARTICLE 5 - WARRANTIES AND REPRESENTATIONS**

- 5.1. **Client Warranties.** Client represents and warrants that as of the date of this Agreement and throughout the term of this Agreement: (i) Client has the power and authority to enter into and perform its obligations under this Agreement; (ii) Client shall perform all of its responsibilities under this Agreement utilizing reasonable care and skill in accordance with customary industry standards; (iii) Client has provided to GEC any and all information and documents that Client is in possession of or of which it has knowledge of relative to the Work; (iv) Client has no knowledge of any facts, information, or documents relevant to the Work not disclosed to GEC; (v) all documents and information provided to GEC by Client relevant to the Work are truthful and accurate in all respects; (vi) there are no third parties who are the intended beneficiaries of the Work; and (vii) Client has examined and approved Exhibit A. Client's representations and warranties shall survive the termination, suspension or completion of this Agreement.
- 5.2. **Disclaimer.** OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT, GEC MAKES AND GIVES NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THE SERVICES PROVIDED HEREUNDER BY GEC SHALL NOT BE, NOR ARE THEY INTENDED TO BE, A GUARANTY OR WARRANTY.

### **ARTICLE 6 - MISCELLANEOUS**

- 6.1. **Insurance.** Client is responsible for providing any necessary insurance relating to the Work. GEC agrees to obtain and maintain, at GEC's expense, Commercial General Liability Insurance and Workers' Compensation Insurance, and will provide Client with a current certificate of insurance.
- 6.2. **Enforcement.** In the event of any litigation between the parties arising out of or in any way related to this Agreement, the unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including, but not limited to, reasonable attorneys' fees and litigation costs, incurred therein by such successful

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party, which costs, expenses and attorneys' fees shall be included in and as a part of any judgment rendered in such litigation.

- 6.3. **Statute of Limitations.** Any statute of limitations applicable to this Agreement or the services provided by GEC under this Agreement shall commence to run, and any alleged cause of action shall be deemed to have accrued, upon the completion of the Work. Client acknowledges that this limitation on the applicable statute of limitations is a material term of this Agreement and a material factor in the determination of the fee charged by GEC.
- 6.4. **Use and Ownership of Materials.** All documents, design notes, tracings, computer files, and other materials and documents of GEC created or acquired in furtherance of the provision of the services to be provided under this Agreement (the "Project Materials") are and shall remain the Public Records of the Client. GEC will refer any Public Records Request to the Client for response. GEC agrees to cooperate with Client in responding to any Public Records Requests received, and shall be compensated for doing so in accordance with the hourly rates in Article 7, or, if amended, the currently applicable revisions thereof.
- 6.5. **Amendment of Agreement.** This Agreement may be amended, modified, or superseded only by a written instrument executed by all of the parties to this Agreement.
- 6.6. **Waiver.** The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right at a later time to enforce that provision. No waiver by any party of any breach of any term contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach or a waiver of any other term contained in this Agreement.
- 6.7. **Severability.** If any covenant, term or provision of this Agreement is held to be invalid or unenforceable for any reason, it is agreed that such invalidity or unenforceability shall not affect any other covenant, term or provision of this Agreement, and that the remaining covenants, terms, and provisions, or portions thereof, shall remain in full force and effect.
- 6.8. **Counterparts and Copies.** This Agreement may be fully executed in separate counterparts by each of the parties hereto, such counterparts when combined constituting but one and the same instrument. Such counterparts may be exchanged electronically via e-mail or facsimile transmission, which shall be deemed an original. A copy of this Agreement shall have the same full force and effect as the original.
- 6.9. **Successors and Assigns.** Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors and allowed assigns.
- 6.10. **Jurisdiction and Governing Law.** All actions or proceedings in any manner relating to or arising out of this Agreement may be brought only in courts of the State of Wisconsin. This Agreement shall be governed by the laws (excluding conflicts of laws rules) of the State of Wisconsin. **BOTH PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL AND AGREE TO TRIAL BY THE COURT.**
- 6.11. **Integration.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof and supersedes all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matters hereof.
- 6.12. **Force Majeure.** GEC shall not be liable for any failure of or delay in the performance of any obligation hereunder for the period that such failure or delay is due to Acts of God, governmental actions, or any other cause beyond GEC's absolute control. Upon the occurrence of any such event, the time required for performance by GEC of its obligations arising under this Agreement shall be extended by a period equal to the duration of such event.
- 6.13. **Agency Relationship of Parties.** Client hereby designates and appoints GEC as its agent in and for the performance of the Work. Except for such purposes, GEC is an independent contractor and shall be in full and complete control of its operations. Client acknowledges and agrees that designation and appointment of GEC as its agent pursuant to this Article 6 is a material term of this Agreement and a material factor in the determination of the fees charged by GEC.

**ARTICLE 7 – CURRENT HOURLY AND FLAT FEE RATES**

Rates are subject to annual review and amendment, upon 30 days advanced written notice of the revised rates to Client.

Hourly rates for 2017/2018 are as follows:

Expert Witness	\$250/hr	Building Inspector	\$85 - \$90/hr
Principal	\$125/hr - \$145/hr	Field Crew Chief (1 person Total Station)	\$70/hr
Zoning Administrator	\$85/hr - \$130/hr	Field Crew Chief (1 person GPS)	\$135/hr
Structural Engineer	\$125/hr - \$145/hr	Land Survey Crew	\$130/hr
Project Engineer or Project Manager	\$85/hr - \$115/hr	GIS Staff	\$60 - \$80/hr
Registered Land Surveyor	\$100/hr	Grant & Funding Staff	\$55 - \$75/hr
Staff Engineer	\$85 - \$100/hr	Administration and Support Staff	\$45/hr
Technician	\$60 - \$90/hr		

The Flat Fee Rate for "Basic Zoning Violation Enforcement Investigation", which includes the following tasks and services, shall be as follows:

- 1) Initiation/direction by Town Staff
- 2) Initial Field Investigation – with digital photos where needed \$100
- 3) Violation letter to property owner (Town copied on email) \$45
- 4) Final Field Investigation for Compliance (photos where needed) \$100
- 5) Compliance Memo to Property owner (Town copied on email) \$45

ANTICIPATED FLAT FEE CHARGE: \$290

This Flat Fee Rate applies when the owner is cooperative and to be given a 30 to 90-day period to come into compliance. If the owner has no intention to cooperate, the situation moves away from a "Basic Enforcement Issue" and the matter would be turned over to Client for further legal action. If the owner is uncooperative and GEC is unable to document the violation, the cost would be \$145 for the initial field investigation and violation memo to Client.

