Town of Berry Board Meeting
April 21, 2025, 7:00 p.m., at the Town Hall, 9046 State Road 19, Mazomanie, WI 53560
Agenda

1. Call to order
2. Confirmation of Compliance with Open Meetings Law
3. Approve minutes of March 17, 2025
4. Public Comments: You may address the Board on any item not on the agenda. A discussion item may be placed on a future agenda. Public comment may be heard on any agenda item either now, or at the time the agenda item is to be discussed, or at the discretion of the Town Chair at any other time the agenda item is discussed. Comments are generally limited to three minutes.
5. Patrolman Report
6. Discussion/action re:
   A. (R-2025-2) Cardis Irrev. Trust, 5877 Whippoorwill Road, rezone 23.49 acres from A-2 to AG to create 2 lots and approval of final certified survey map
   B. (CUP-2025-2) Aaron Weber, 9201 Far View Road, conditional use permit for a ground mounted solar array
   C. (D-2024-4) Black Earth Valley Farms, South Valley Road, final driveway approval
7. Discussion/action re: Awarding proposal for maintenance of the hall/garage grounds and Sunning Hill Cemetery
8. Discussion/action re: MSA Professional Services Agreement for Whippoorwill Road reconstruction
9. Discussion/action re: CARPC Comprehensive Plan revision assistance proposal
10. Discussion/action re: Zoning Ordinance Amendments
    A. Related to Double Frontage Lots
    B. Related to Rural Based Businesses and Rural Residences
11. Discussion/action re: Court order for 8785 Highway 19
12. Discussion/action re: Puppy Mills Ordinance
13. Discussion/action re: Secondary Engineering Firm
14. Discussion/action re: Revisions to Town Park Committee Policy 103.3
15. Discussion/action re: Appointing a Noxious Weed Commissioner
16. Discussion/action re: Town Committees and Appointments
17. Budgetary Matters
    A. Discussion/action re: Payment of bills
    B. Discussion/action re: Replacing garage door opener
18. Discussion/action re: Committee reports/Correspondence/Communications
    A. Fire Districts
    B. EMS Districts
    C. Other
19. Discussion of future agenda items
20. Adjourn

Persons requiring additional services to participate in a public meeting should contact the Town Clerk at the Town Hall, 9046 Hwy 19, Mazomanie, WI 53560. 767-4152 twnberry@chorus.net
Posted: 4/14/25 Brenda Kahl, Clerk/Treasurer

TITLE: Town of Berry Town Board Meeting Minutes
DATE: March 17, 2025
TIME: 7:00 – 9:08 p.m.
PLACE: Town Hall, 9046 State Road 19, Mazomanie, WI 53560
POSTINGS: Town Hall and Town of Berry website

I. CALL TO ORDER – ROLL CALL: The meeting was called to order at 7:00 p.m. Board members present: Duane Haag, David Evert, Michael Statz, Nichole Schwoerer and Derek Statz. Also present Clerk, Brenda Kahl and Patrolman, Lucas Danz.

II. CONFIRMATION OF COMPLIANCE WITH OPEN MEETING LAWS
The Clerk confirmed that the agenda was posted at the town hall and on the town website.

III. APPROVE MINUTES OF FEBRUARY 17, 2025
Motion Evert/M Statz to approve the minutes of February17, 2025. Motion carried. Vote 5-0

IV. PUBLIC COMMENTS: You may address the Board on any item not on the agenda. A discussion item may be placed on a future agenda. Public comment may be heard on any agenda item either now, or at the time the agenda item is to be discussed, or at the discretion of the Town Chair at any other time the agenda item is discussed.

V. DISCUSSION/ACTION RE: 2024 AUDIT
Motion Evert/M Statz to accept the audit as written. Motion carried. Vote 5-0

VI. JODI HAGER, DANE COUNTY COMMUNITY DEPUTY
Deputies Hager and Miller attended. One Deputy covers five municipalities, which include the Towns of Berry, Black Earth, Mazomanie, Springfield and Vermont. Deputies are spending more time on each call than in previous years. Submitted a report of total calls thus far for 2025.

VII. PATROLMAN REPORT
Weight limit signs were installed two weeks ago and will be up for three weeks. Turkey Road had erosion on the hill. Have been working on the road bidding and also continuing with clearing and cutting wood on Indian Trail.

VIII. DISCUSSION/ACTION RE: CARPC COMPREHENSIVE PLAN REVISION ASSISTANCE PROPOSAL
Motion Evert/M Statz to table to the next month's meeting. Motion carried. Vote 5-0

IX. DISCUSSION/ACTION RE: AWARD BIDS FOR CHIP SEALING, EXCAVATION/CULVERTS AND PAVING ON VARIOUS ROADS
Motion Haag/Evert to award the chip sealing project list to Scott Construction, the Matz Road and Spring Valley Road excavation and culverts projects to Boehnen Inc., and the Matz Road and Spring Valley Road paving projects to Scott Construction. Motion carried. Vote 5-0

X. DISCUSSION/ACTION RE: COURT ORDER FOR 8785 HIGHWAY 19
Motion Evert/D Statz to table to the next month's meeting. Motion carried. Vote 5-0

XI. DISCUSSION/ACTION RE: PUPPY MILL ORDINANCE
Motion Schwoerer/Evert to table to the next month's meeting. Motion carried. Vote 5-0

XII. DISCUSSION/ACTION RE: ASSESSOR CONTRACT FOR 2026-2030
Motion Evert/Haag to request proposals for assessor contracts. Motion carried. Vote 5-0

XIII. DISCUSSION/ACTION RE: MSA PROFESSIONAL SERVICES AGREEMENT FOR WHIPPOORWILL ROAD RECONSTRUCTION
Motion Evert/D Statz to table to the next month's meeting. Motion carried. Vote 5-0

XIV. DISCUSSION/ACTION RE: REVISING ORDINANCE 103.1, APPOINTING ALTERNATE MEMBERS OF BOARD OF REVIEW
Motion Haag/M Statz to revise Appointing Alternate Members of Board of Review Ordinance 103.1. Motion carried. Vote 50

XV. DISCUSSION/ACTION RE: SUNNING HILL CEMETERY STONE MARKERS RESTORATION
Motion Haag/Schwoerer to approve continuation of restoring the stone markers at Sunning Hill Cemetery at a total cost of $6,000. Motion carried. Vote 5-0

XVI. DISCUSSION/ACTION RE: INCREASING THE PER HOUR WAGE FOR THE ELECTION INSPECTORS
Motion Evert/Schwoerer to increase the election inspectors wages to $15 per hour. Motion carried. Vote 5-0

XVII. DISCUSSION/ACTION RE: PURCHASING A NEW DITCH MOWER
Motion Haag/M Statz to approve purchasing a Woods WB13.71 mower from Ritchie Implement Inc. for $21,500. Motion carried. Vote 5-0

XVIII. BUDGETARY MATTERS
A. Discussion/action re: Payment of bills
Motion Haag/Evert to approve the payment of bills. Motion carried. Vote 5-0. Check numbers 19646-19690

B. Discussion/action re: Proposal for replacing the two toilets at the town hall
Motion Schwoerer/Haag to approve the proposal to replace the two toilets at the town hall. Motion carried. Vote 4-1. In favor: Schwoerer, M Statz, Haag and D Statz. Opposed: Evert

C. Discussion/action re: Renting Lucas Danz's trailer
Motion Evert/Haag to pay Lucas Danz a $250 trailer rental fee per year with a $1,000 cap on maintenance per the discretion of the Town Chair. Motion carried. Vote 5-0

XIX. COMMITTEE REPORTS/CORRESPONDENCE/COMMUNICATIONS
*Black Earth Fire District: The Association purchased a new boat and are selling the old one on Wisconsin Surplus; being audited by the State; spent a little over $11,000 of last year's budget

for a new furnace; $15,000 was moved to the money market account; next district meeting is May 1st.
*Joint meeting of the Village of Mazomanie, Black Earth Fire District and District One EMS is scheduled for March 27th.
*Cross Plains EMS District: The Village of Cross Plains is considering pulling out of the district and running their own ambulance and budget, but the district would still service the Towns.
*Park Committee Meeting. Next meeting is scheduled for March 24th; plan is to revise the committee's policy to allow a resident to chair the committee and appoint a chair and resident appointments.
*UTV Club members may be requesting a meeting to discuss opening a small section of Highway 19 between County Road K and KP

XX. DISCUSSION OF FUTURE AGENDA ITEMS

XXI. ADJOURN
Motion Evert/Haag to adjourn until the next regular meeting or the call of the chair. Motion carried. Vote 5-0

Brenda Kahl, Clerk/Treasurer

Duane Haag, Chair

ZONING CHANGE APPLICATION

TOWN OF BERRY • 9046 STATE ROAD 19 • MAZOMANIE, WI 53560
PHONE (608) 767-4152 • FAX (608) 767-3015 • www.townofberry.org

PERMIT #:	2025-2
Permit Fee: $_____	Fee Paid: ☐
Approved By:	
Approval Date:	/ /

Items that must be submitted with your application:

- **Written Legal Description of the Proposed Zoning Boundaries**
  Legal description of the land that is proposed to be changed. The description may be a lot in a plat, Certified Survey map, or an exact metes and bounds description. A separate legal description is required for each zoning district proposed. The description shall include the area in acres or square feet.

- **Scaled Drawing of the Location of the Proposed Zoning Boundaries**
  The drawing shall include the existing and proposed zoning boundaries of the property. All existing buildings shall be shown on the drawing. The drawing shall include the area in acres or square feet.

OWNER	AGENT (Contractor, Coordinator, Other)
NAME Cardis Irrev. Trust	CONTACT NAME Chris Adams
BUSINESS NAME or CO-OWNER'S NAME (if applicable) Paul & Hali Cardis	BUSINESS NAME (if applicable) Williamson Surveying
MAILING ADDRESS S9671 Wilhelm Dr	MAILING ADDRESS 104A W. Main St
CITY, STATE, ZIP Prairie Du Sac, WI 53578	CITY, STATE, ZIP Waunakee, WI 53597
DAYTIME PHONE # 608-239-0354	DAYTIME PHONE # 608-255-5705
EMAIL paul.cardis@gmail.com	EMAIL chris@williamsonsurveying.com

LAND INFORMATION

Town: Berry Parcel Numbers Affected: 0807-124-9910-0 & 0807-124-9885-0

Section: 12 Property Address or Location: 5877 Whippoorwill Rd

Zoning District Change (To / From / # of acres) AG / Legacy A-2 with CUP #2289 / 23.49 acres

Soils classification of area (percentages) Class I Soils: 12 % Class II Soils: 28 % Other: 60 %

Narrative: (reason for change, intended land use, size of farm, time schedule)

☐ Separation of buildings from farmland ☐ Creation of a residential lot

☐ Compliance for existing structures and/or land uses ☒ Other

PAUL TRYING TO MODIFY HIS EXISTING LOTS SO THAT THEY ARE BOTH LARGER PARCELS THAT WOULD MAKE THE HOME FARM MORE APPEALING TO SELL. THE PARCEL WITH THE EXISTING HOUSE AND FARM BUILDINGS WILL ALSO HAVE THE WIND TURBINE LOCATED ON IT SO THE EXISTING CUP #2289 WILL APPLY TO THAT PARCEL.

I authorize that I am the owner or have permission to act on behalf of the owner of the property.

Signature: _____ -Agent Date: 3/6/2025

Revised 11/14/2017

TOWN OF BERRY JURISDICTION REVIEW FORM

COMPLETE THIS FORM BEFORE STARTING THE ZONING APPLICATION

If your property is subject to Dane County's jurisdiction, the Town cannot grant your zoning change without Dane County's approval. If the answer to any of the Jurisdictional Questions is "Yes", the Town cannot proceed with your application unless Dane County indicates that the County does not have jurisdiction over zoning the parcel.

Applicant/Agent/Contractor: CARDIS IRREV. TRUST Email:

Address: S9671 WIHELM DR City/State/Zip: PRAIRIE DU SAC, WI 53578 Phone: (608) 239-0354

Parcel ID Number(s): 0807-124-9910-0 & 0807-124-9885-0

CSM or Plat Information, if any: CSM #12543

Proposed activity on the property: MODIFY LOT LINE BETWEEN EXISTING LOTS

Is the property enrolled in CRP or any other farm programs? ☑ No ☐ Yes

If "Yes" is checked, identify the program and file identification number(s):

JURISDICTIONAL QUESTIONS

1. Is your proposed project located within 1,000 feet of the ordinary high-water mark of a navigable lake, pond or flowage?
   ☑ No ☐ Yes
2. Is your proposed project located within 300 feet of the ordinary high-water mark of a navigable river, stream or creek?
   ☑ No ☐ Yes
3. Is your proposed project located within a floodplain? ☑ No ☐ Yes
4. Is your proposed project located within a wetland? ☑ No ☐ Yes
5. Will your project involve disturbing more than 4,000 square feet of land by excavating, grading or filling?
   ☑ No ☐ Yes (If Yes, you may need a Dane County erosion control and/or stormwater permit)
6. Do the maps showing wetlands, floodplains and shorelands at https://dcimapapps.countyofdane.com/lwrviewer/ indicate that there are any floodplain, wetland or shoreland areas on your property or an adjacent parcel?
   ☑ No ☐ Yes

STATEMENT OF APPLICANT

The answers above were made after reviewing the facts pertaining to my property. I am aware that if my proposed project is located within a floodplain, shoreland or wetland area, the project must be reviewed by Dane County. Any approvals obtained in error will be void, and all expenses incurred in seeking those approvals will be lost.

Dated: 03/06/2025 By:

If the answer to any jurisdictional question is "Yes," the applicant must submit this request to the Dane County Department of Planning and Development for a determination of whether the project is subject to Dane County Jurisdiction.

DETERMINATION BY DANE COUNTY

The undersigned, acting by authority of Dane County, indicates that the parcel identified in this Jurisdictional Review Form is not subject to shoreland, floodplain or wetland zoning regulations of Dane County.

Dated: _____ By: _____

General Engineering Company
P.O. Box 340
916 Silver Lake Drive
Portage, WI 53901

608-742-2169 (Office)
608-742-2592 (Fax)
gec@generalengineering.net
www.generalengineering.net

Engineers • Consultants • Inspectors

ZONING ADMINISTRATOR REVIEW REPORT

TO: Town of Berry Plan Commission, Town Board, Town Clerk/Treasurer

FROM: Kory D. Anderson, P.E., Town of Berry Zoning Administrator
Mitchell Bortz, Assistant Town of Berry Zoning Administrator

DATE: (for) April 7, 2025 Plan Commission Meeting

SUBJECT: Zoning Change/CSM for Cardis Irrevocable Trust
Tax Parcels 0807-124-9910-0 & 0807-124-9885-0

GEC NO.: 2-0125-36C

Background Information

Owner/Applicant: Cardis Irrevocable Trust
S9671 Wilhelm Drive
Prairie Du Sac, WI 53578

Agent or Surveyor: Willamson Surveying & Associates
104A W Main Street
Waunakee, WI 53597

Location: 5877 Whippoorwill Road
In part of the SE ¼ of the SE ¼ of Section 12, all in T8N, R7E, Town of Berry, Dane County, WI.

Request: Zoning Change/CSM Approval

Existing Zoning:

Tax Parcel 0807-124-9910-0	A-2		2.58 Acres
Tax Parcel 0807-124-9885-0	A-2		19.67 Acres
		Total	23.49 Acres

There is an existing CUP (#2289) on Tax Parcel 0807-124-9885-0, 5877 Whippoorwill Road for a small-scale electric generating station (wind turbine) granted by Dane County Zoning Division on October 29, 2014 pursuant to Dane County Code of Ordinances Section 10.123(3)(f) with no conditions.

Existing Land Use: Tax parcel 0807-124-9910-0 has a residential home that is legal non-conforming on the property as it does not have access to a roadway located within the property lines and doesn't meet setbacks. The driveway is located on the neighboring parcel 0807-124-9885-0. This parcel has numerous sheds, barns, and a wind turbine located on the property. There are steep slopes along the southern portion of each of these properties. There are no streams, lakes, wetlands, or floodplains associated with this property.

Adjacent Land Uses: North: Agricultural
West: Indian Trail Road, Agricultural
East: Whippoorwill Road, Agricultural
South: Martinsville Road/ Indian Trail, Agricultural, Residential

Proposal

Zoning Change:	Proposed CSM Lot 1	AG	13.50 Acres
	Proposed CSM Lot 2	AG	9.99 Acres
		Total	23.49 Acres

Applicant submitted information for a zoning change of Tax Parcel 0807-124-9910-0 and 0807-124-9885-0 from zoning A-2 Agricultural District to Proposed CSM Lot 1 and Proposed CSM Lot 2 to AG Agricultural District in the newer zoning ordinance. The intent of the proposal is to adjust the lot lines to put all the buildings/ structures on one property and make the home conform to all Town zoning ordinances. A recorded CSM will follow the rezone to solidify the boundary of the rezoned areas.

Submittals/Attachments

1. Zoning Change Application, received March 6, 2025.
2. Jurisdictional Review Form, received March 6, 2025.
3. Preliminary CSM from Willamson Surveying & Associates, received March 6, 2025.
4. Dane County Conditional Use Permit #2289, received March 6, 2025.

GEC reviewed the attachments and the information submitted by the applicant/agent and has the following comments outlined below:

Comprehensive Plan

The planned land use for this parcel is Agricultural and Rural Lands Preservation district for the Proposed CSM Lot 1 and CSM Lot 2. I'll always defer to the Town on the history of a property meeting the density requirements and the Agricultural and Rural Lands Preservation Area policy in the Town's Comp Plan. It does not appear there is extraterritorial review by another municipality.

Town Ordinances

1. **General**
   The preliminary CSM provided shows that they will meet all the requirements for the AG Agricultural Zoning District. In the new Town Ordinance. All structures located on the property appear to meet the building height, setbacks, and lot area requirements.
2. **Wind Energy Systems**
   The AG Agricultural Zoning District allows wind energy systems (windmills/ wind turbines) as a conditional use in 1.0633 and appears to meet the secondary standards for wind energy systems in 1.0633(4). The existing CUP will remain in effect unless the Town wants to review and/ or re-issue the Permit.
3. **Preliminary CSM**
   Preliminary CSM appears to meet the Town's land division ordinance.

Recommendation

GEC recommends that the Plan Commission conditionally approve the proposed zoning change of Tax Parcel 0807-124-9910-0 and 0807-124-9885-0 from zoning A-2 Agricultural District to Proposed CSM Lot 1 and Proposed CSM Lot 2 to AG Agricultural District in the newer zoning ordinance, contingent on the following:

1. Town Board discuss any concerns with above comments.
2. Any comments or conditions from the Town Attorney shall be addressed.
3. The applicant shall provide a copy of the recorded certified survey map to the Clerk within ten (10) days after the certified survey map is recorded.

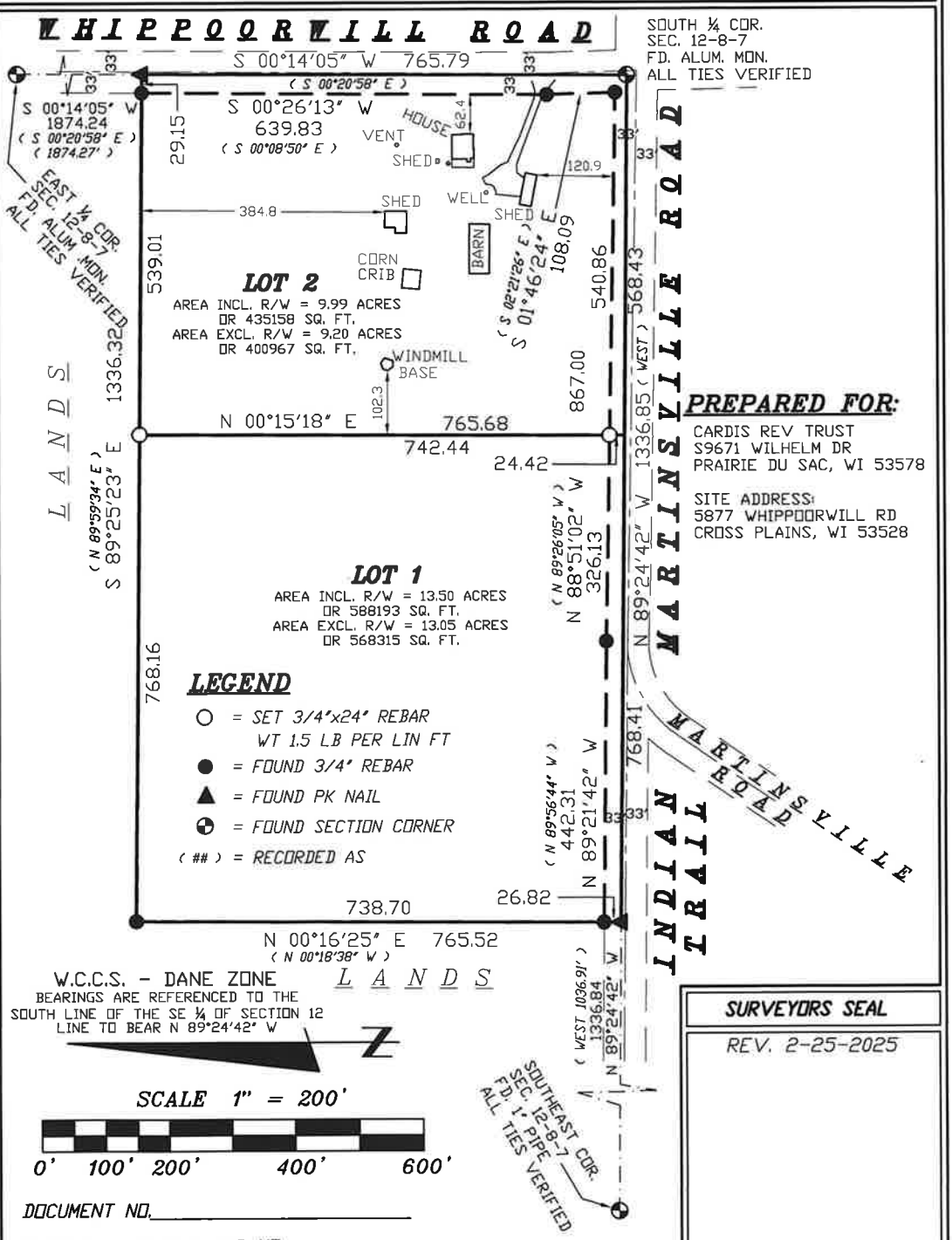
CERTIFIED SURVEY MAP

WILLIAMSON SURVEYING AND ASSOCIATES, LLC

NOA T. PRIEVE // CHRIS W. ADAMS // NEIL F. BORTZ, PROFESSIONAL LAND SURVEYORS

104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597 PHONE: 608-255-5705

Located in the SE ¼ of the SE ¼ of Section 12, T8N, R7E, Town of Berry, Dane County, Wisconsin. Including all of Lots 1 & 2, C.S.M. No. 12543



PREPARED FOR:

CARDIS REV TRUST
S9671 WILHELM DR
PRAIRIE DU SAC, WI 53578

SITE ADDRESS:
5877 WHIPPOORWILL RD
CROSS PLAINS, WI 53528

SURVEYORS SEAL

REV. 2-25-2025

DOCUMENT NO._____

CERTIFIED SURVEY MAP NO._____

Dane County Zoning Division
City-County Building
210 Martin Luther King, Jr., Blvd., Room 116
Madison Wisconsin 53703
(608) 266-4266/266-9083 Fax (608) 267-1540

DANE COUNTY
CONDITIONAL USE PERMIT #2289

THE ZONING AND LAND REGULATION COMMITTEE OF THE DANE COUNTY BOARD PURSUANT TO SECTION 10.255(2) OF THE DANE COUNTY CODE OF ORDINANCES DOES HEREBY:

GRANT Conditional Use Permit #2289 for a small scale electric generating station pursuant to Dane County Code of Ordinances Section 10.123(3)(f) and subject to any conditions contained herein.

EFFECTIVE DATE OF PERMIT: **OCTOBER 29, 2014**

THE CONDITIONAL USE SHALL BE LOCATED ON THE PROPERTY DESCRIBED AS FOLLOWS: **5877 Whippoorwill Road, Town of Berry, Dane County, Wisconsin**

Parcel # 0807-124-9885-0

CONDITIONS:

None.

THE ZONING AND LAND REGULATION COMMITTEE AFTER PUBLIC HEARING AND IN THEIR CONSIDERATION OF THE CONDITIONAL USE PERMIT MADE THE FOLLOWING FINDINGS OF FACT:

1. That the establishment, maintenance and operation of the proposed conditional use will not be detrimental to or endanger the public health, safety, morals comfort or general welfare.

2. That the uses, values, and enjoyment of other property in the neighborhood for purposes already permitted will not be substantially impaired or diminished by the establishment, maintenance, and operation of the proposed conditional use.

3. That the establishment of the proposed conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

4. That adequate utilities, access roads, drainage and other necessary site improvements will be made.

5. That adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

6. That the proposed conditional use does conform to all applicable regulations of the district in which it is proposed to be located.

CONDITIONAL USE PERMIT APPLICATION

PERMIT #:	2025-2
Permit Fee: $_____	Fee Paid: ☐
Approved By:	
Approval Date:	/ /

TOWN OF BERRY • 9046 STATE ROAD 19 • MAZOMANIE, WI 53560
PHONE (608) 767-4152 • FAX (608) 767-3015 • www.townofberry.org

Items that must be submitted with your application:

- **Written Legal Description of Conditional Use Permit boundaries.**
- **Scaled Drawing of the property showing existing/proposed buildings, setback requirements, driveway, parking areas, outside storage areas, location/type of exterior lighting, any natural features, and proposed signs.**
- **Scaled map showing neighboring area land uses and zoning districts.**
- **Written operations plan describing the items listed below (additional items needed for mineral extraction sites).**
- **Written statement on how the proposal meets the 6 Standards of a Conditional Use.**

OWNER	AGENT (Contractor, Coordinator, Other)
NAME Aaron Weber (Weber Living Trust)	CONTACT NAME Dani Beierschmitt
BUSINESS NAME or CO-OWNER'S NAME (if applicable)	BUSINESS NAME (if applicable) Arch Solar
MAILING ADDRESS 9201 Far View Rd	MAILING ADDRESS 1237 N Pilgrim Rd
CITY, STATE, ZIP Mazomanie WI 53560	CITY, STATE, ZIP Plymouth, WI 53073
DAYTIME PHONE # 608-556-4179	DAYTIME PHONE # 608 225 0173
EMAIL aaron@movetomadison.com	EMAIL danielle@archsolar.com

LAND INFORMATION

Parcel Numbers Affected: Array location proposed: 0807-173-2011-0 / house: 0807-172-9070-1

Section: _____ Property Address: 9201 Far View Rd Mazomanie WI 53560

Existing/Proposed Zoning District: _____

Type of Activity Proposed (check and explain all that apply): ground mounted solar array

☐ Hours of Operation	☐ Number of Employees
☐ Anticipated Customers	☐ Outside Storage
☐ Outdoor Activities	☐ Outdoor Lighting
☐ Outside Loudspeakers	☐ Proposed Sign
☐ Trash Removal	☒ Six Standards of CUP (see back)

The statements provided are true and provide an accurate depiction of the proposed land use. I authorize that I am the owner or have permission to act on behalf of the owner of the property.

Signature: _____ Date: 3-7-2025

Revised 05/24/2018

SIX STANDARDS OF A CONDITIONAL USE PERMIT

Provide an explanation on how the proposed land use will meet all six standards.

1. The establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, comfort or general welfare.

   Ground mount system will be installed by reputable company specializing in solar. Proper installation will follow manufacturer's installation instructions, NEC, utility, AHJ, county guidelines, etc.

2. The uses, values and enjoyment of other property in the neighborhood for purposes already permitted shall be in no foreseeable manner substantially impaired or diminished by establishment, maintenance or operation of the conditional use.

   See site setbacks map for distances. System will not be within close proximity to any neighbor and will not impair the neighborhood.

3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

   See site setbacks map for distances. System is set far apart and will not disrupt the surrounding properties.

4. That adequate utilities, access roads, drainage and other necessary site improvements have been or are being made.

   Site improvement n/a for stationary ground mounted solar array. 7 posts will support array off the grade. Care will be taken in trenching to the house from the array.

5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

   Located ~602' from nearest road. No traffic issue.

6. That the conditional use shall conform to all applicable regulations of the district in which it is located.

   Will follow regulations of the district - wetland distances, property line setbacks,etc.

General Engineering Company
P.O. Box 340
916 Silver Lake Drive
Portage, WI 53901

608-742-2169 (Office)
608-742-2592 (Fax)
gec@generalengineering.net
www.generalengineering.net

Engineers • Consultants • Inspectors

ZONING ADMINISTRATOR REVIEW REPORT

TO: Town of Berry Plan Commission, Town Board, Town Clerk/Treasurer

FROM: Kory D. Anderson, P.E., Town of Berry Zoning Administrator
Mitchell Bortz, Assistant Town of Berry Zoning Administrator

DATE: (for) April 7, 2025: Plan Commission Meeting

SUBJECT: CUP for Weber
Tax Parcel 0807-173-2011-0/ 0807-172-9070-1

GEC NO.: 2-0125-36D

Background Information

Owner / Applicant: Aaron Weber
9201 Far View Road
Mazomanie, WI. 53560

Agent or Surveyor: Dani Beierschmitt
Arch Solar
1237 Pilgrim Road
Plymouth, WI 53073

Location: 9201 Far View Road
In part of the NW ¼ of the SW ¼ and SW ¼ of the NW ¼ of Section 17, all in T8N, R7E, Town of Berry, Dane County, WI.

Request: CUP Approval

Existing Zoning:			
	Tax Parcel 0807-172-9070-1	RH-2	7.10 Acres
	Tax Parcel 0807-173-2011-0	EA	11.5 Acres
		Total	11.5 Acres

Existing Land Use: On parcel 0807-172-9070-1 there is an existing residential home near the southeastern corner of the property with a long driveway connecting the house to Far View Road. There appears to be an intermittent stream along the Western portion of this property. There are no other structures on this parcel. Parcel 0807-173-2011-0 is primarily open field and had no buildings located on this property. Both parcels are very wooded and very steep on the western side of the properties. There are no wetlands, or floodplains associated with the property.

Adjacent Land Uses: North: Residential
West: Far View Road
East: Agricultural
South: Agricultural

Proposal

Applicant submitted information for a ground mounted solar array system on Tax Parcel 0807-173-2011-0. The renewable energy structure will be located on a parcel that is not the property that will utilize the energy that is being generated from said structure. Tax parcel 08-172-9070-1 will be the property that utilizes the energy that is generated. This requires the conditional use permit.

Submittals/Attachments

1. Conditional Use Permit Application, received March 7, 2025.
2. Jurisdictional Review Form, received March 7, 2025.
3. Preliminary Map/ Image Descriptions, received March 7, 2025.

GEC reviewed the attachments and the information submitted by the applicant/agent and has the following comments outlined below:

Comprehensive Plan

The planned land use for this parcel is Agricultural Area and Soils with Building Limitations. I'll always defer to the Town on the history of a property meeting the density requirements and the Agricultural and Rural Lands Preservation Area policy in the Town's Comp Plan. It does not appear there is extraterritorial review by another municipality.

Town Ordinances

1. **General – Proposed Accessory Structure – Solar Array**
   The application provides the location of the proposed solar array. Site plans have been provided to verify setback requirements from property lines. A land use permit shall be required for each individual structure.
2. **Renewable Energy Structures: Secondary Standards**
   Under zoning ordinance 1.0633(3)(d): The energy being generated will be used outside of the EA zoned district and on the neighboring RH-2 zoned property, the solar array system must be authorized by a conditional use permit which meets the requirements of sec. 91.46(4) of the Wisconsin Statutes.

Recommendation

GEC recommends that the Plan Commission conditionally approve the proposed Conditional Use Permit for a renewable energy structure on Tax Parcel 0807-173-2011-0, contingent on the following:

1. Town Board discuss any concerns with above comments.
2. Any comments or conditions from the Town Attorney shall be addressed.
3. Applicant obtains a land use permit and building permit for the ground mounted solar energy structure.

ARCH SOLAR
THE ENERGY EXPERTS

1237 Pilgrim Road
Plymouth WI, 53073

Phone: (920) 838-6610
www.archelec.com

Weber - 28.08 kWdc, 25 kWac, Dane

Customer: Aaron Weber
Address: 9201 Far View Rd
City: Mazomanie
State: WI
Zip Code: 53560
Contact: Aaron Weber
Phone: (608) 556-4179
Email: aaron@movetomadison.com

Project Number	System Size
25R-048	25 kWac

Designer: Dani Beierschmitt

Site Setbacks

Revision: 1 Date: 3.26.25

Town of Berry www.townofberry.org 2024-4

9046 State Road 19, Mazomanie, WI 53560, 608-767-4152, twnberry@chorus.net

DRIVEWAY CONSTRUCTION PERMIT APPLICATION

Applicant: Name: Black Earth Valley Farms, LLC

Street Address: 4897 Canfa Road

City, State, Zip: Black Earth, WI 53515

Phone Number: 608 577 5672 Email: statzfamily@hotmail.com

Specific Site Location / Nearby Roads: South Valley Road

Parcel #: 0807-311-9100-0

My signature below indicates that:

I have received a copy of the Driveway, Field Road and Right-of-Way Ordinance 301.1 and the Applications Guide, and that

I have attached the information as requested for a driveway permit, and that

I agree to construct the driveway in accordance with the Driveway, Field Road and Right-of-Way Ordinance and to follow any additional requirements as approved by the Town Board, and that

I have paid the application fee of $300.00 to the Town Clerk/Treasurer, and that pd

I hereby give permission to the Town Board and/or their representative which could be the Plan Commission or other inspector authorized by the Town Board to enter the property in order to evaluate the site of the proposed driveway and to verify compliance with and/or to enforce the Driveway, Field Road and Right-of-Way Ordinance.

Applicant Signature: Barb Ripp-Statz Date: 5 / 13 / 2024

Board decision: Approve ✓ Deny _____ Date 6 / 17 / 24

Culvert required in right-of-way Yes _____ No ✓ Size _____

Engineering Plan required? Yes ✓ No _____

Additional Requirements? Yes _____ if yes see attached requirements No ✓

Driveway construction must begin by Date 6 / 17 / 25

Driveway Permit expiration Date 6 / 17 / 26

Permit issued by: Chair Signature [signature] Date 17 / June / 2024

Permit issued by: Clerk Signature Brenda Kahl Date 6 / 17 / 24

Permit is not valid unless signed by the Applicant, Town Chair and Town Clerk

Final inspection approval by: Chair Signature _____ Date ____ / ____ / _____

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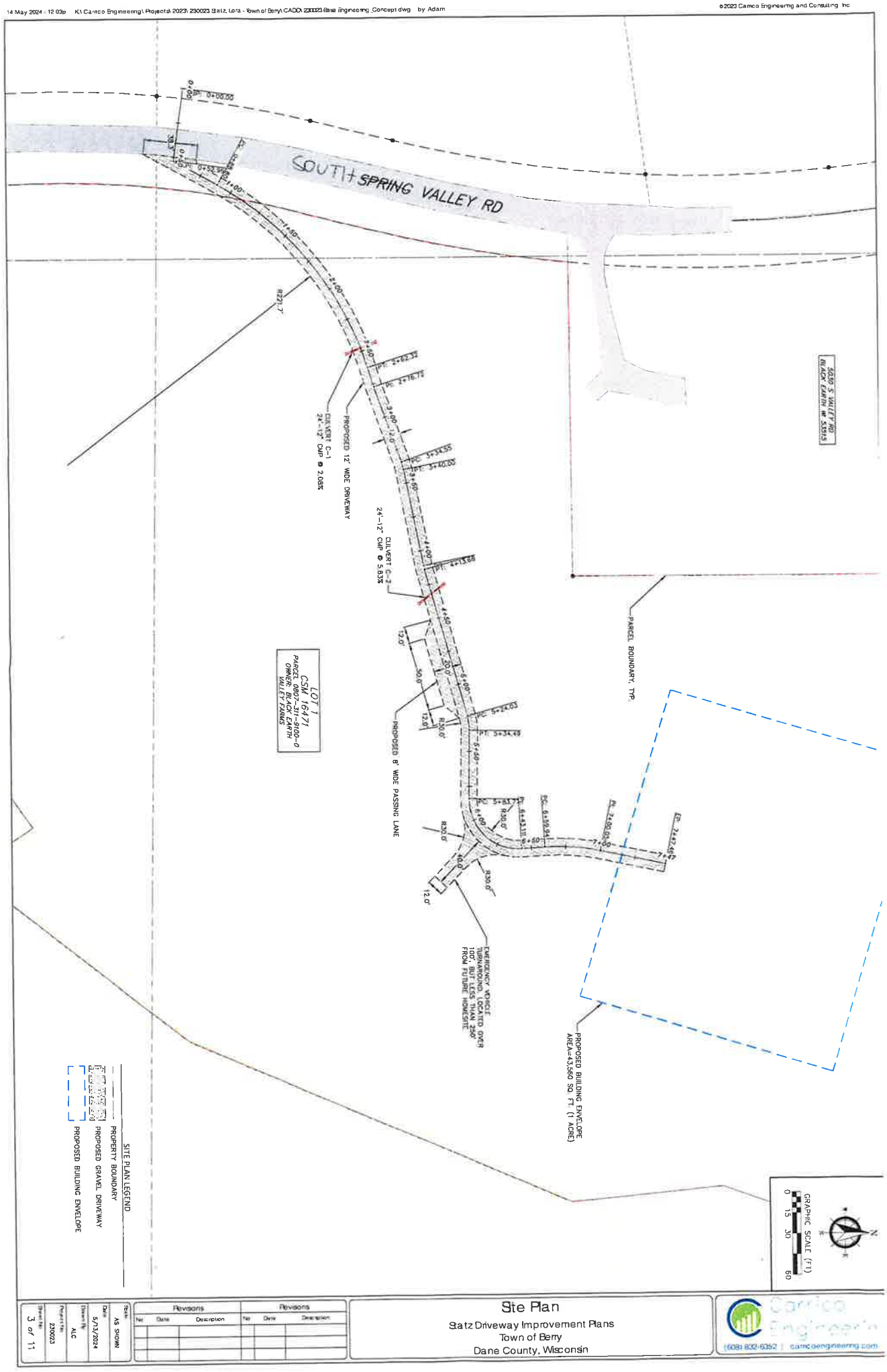


Revisions			Revisions		
No	Date	Description	No	Date	Description

Scale: AS SHOWN
Date: 5/13/2024
Drawn By: ALC
Project No: 230023
Sheet No: 3 of 11

Site Plan

Statz Driveway Improvement Plans
Town of Berry
Dane County, Wisconsin

Camco Engineering
(608) 832-6352 | camcoengineering.com

4-14-25

Agenda Item #7, Awarding proposal for maintenance of the hall/garage grounds and Sunning Hill Cemetery

Received two bids

	Jeff Dresen	Tyler Babb
Weekly mowing	60.00	160.00
Pruning shrubs	35.00	250.00
Spraying weeds	35.00	200.00
Mowing path	15.00	40.00
Mowing athletic field	45.00	30.00
Cemetery	80.00	160.00

MSA Professional Services Agreement

MSA Project Number: 00383018

This AGREEMENT (Agreement) is made effective March 5, 2025 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)
Address: 1230 South Boulevard, Baraboo, WI 53913
Phone: (608) 355-8959
Representative: Gregg Borucki Email: gborucki@msa-ps.com

TOWN OF BERRY (OWNER)
Address: 9046 State Road 19, Mazomanie, WI 53560
Phone: (608) 798-3638
Representative: Duane Haag, Chairman Email: twnberry@chorus.net

Project Name: Whippoorwill Road Reconstruction

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: March 2025
Approximate Completion Date: July 2025

The estimated fee for the work is: $44,800

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis. Attachment B: Rate Schedule is attached and made part of this Agreement

OWNER'S NAME

_____
Duane Haag
Town Chairman
Date:_____

MSA PROFESSIONAL SERVICES, INC.

_____
Gregg Borucki
Team Leader
Date: March 5, 2025

OWNER ATTEST:

_____
Brenda Kahl
Town Clerk/Treasurer
Date:_____

_____
Nick Manke
Senior Project Engineer
Date: March 5, 2025

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities**.

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, 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, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA 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, MSA will not accept those terms and conditions offered by the OWNER 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.

10. **Municipal Advisor**. MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome

verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. **Electronic Documents and Transmittals**. Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. **Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

14. **Construction Site Visits.** If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

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 and duly executed by the parties hereto.

16. **Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

17. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

18. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER 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 OWNER. The liability of MSA to the OWNER 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 amount which MSA has in effect.

19. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

20. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

21. **Accrual of Claims**. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

22. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and

MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

23. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. **Successors and Assigns**. The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. **Notices**. Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Severability**. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. **No Waiver**. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

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

31. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Dane County, Wisconsin.

32. **Understanding.** 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 hereto.

ATTACHMENT A:
SCOPE OF SERVICES

The Town of Berry is requesting engineering services for the resurfacing of approximately 1600 LF of Whippoorwill Road. The section of roadway will be from the intersection of STH 19 southward approximately 1600 feet on Wippoorwill Road.

The road resurfacing project is anticipated to be new asphalt pavement, pulverizing, base aggregate (as required), widening of shoulders, shouldering and minor sideslope grading (where required). Concrete curb and gutter may be required along one or both sides in sections to improve road width and accommodate drainage. The following is a proposed scope and estimated fee based on work completed during the design phases of the project:

1. Topographic Survey and Base Mapping: MSA will conduct a topographic survey of required locations within the project limits. The survey will collect the location of existing culverts, utilities, and above ground features along the road right-of-way within the right-of-way. MSA will try to establish the existing right-of-way along Whippoorwill Road using existing plats/certified survey maps to try and locate as many existing property irons during the topographic survey. The existing right-of-way shown on the plans will be approximate. No property surveying or monumentation, platting, easements or easement negotiations are assumed.

2. Design and Plan Preparation: MSA will complete roadway design, prepare plans and prepare specifications for bidding using an online bid. This includes the following:
    a. Final Plans
        i. Title Sheet
        ii. Typical Section
        iii. Construction Details and Notes
        iv. Erosion Control
        v. Roadway Plans

vi. Cross Sections
b. Project Specifications
c. One (1) Town Board Meeting

3. Permitting: MSA will prepare the following permit applications:
   a. DOT Work within R/W Permit: MSA will assist with DOT Coordination and submit the work with-in right-of-way permit. This will include where Whippoorwill Road connects to State Road 19 and assume pavement connection at or outside of right-of-way.
   b. Dane County Erosion Control and Stormwater Management Permit
   c. The scope assumes no impacts to wetlands and wetlands are located outside of the STH 19 road right-of-way. If wetland impacts are determined to be necessary, an additional wetland permit will be required and considered additional work.
   d. All permit application fees to be paid by the Town.
   e. Wisconsin DNR Notice of Intent (NOI) is required when disturbance exceeds one acre. This proposal assumes the proposed resurfacing project work and minimal grading for shoulders will be less than one acre. If the scope of project work dictates the need to submit a NOI, that work would be considered additional work.

4. Bidding: MSA will assist the Town in advertising for bids and will coordinate the distribution of bid documents to perspective bidders, subcontractors and suppliers via Quest Online Bidding Software. MSA will answer bidder's questions and issue addenda as appropriate to clarify or change the bidding documents. A public bid opening will be conducted and bids results will be compiled in a Bid Tabulation. Recommendations for award of contract will be prepared. MSA will assist the Owner with preparation and execution of construction contracts.

5. Geotechnical Coordination – MSA will prepare an RFP for geotechnical soil borings (if Owner elects to conduct) and coordinate the results with the Owner. Soil borings will be evaluated by MSA and included in the bidding documents and design considerations. The Owner will contract directly with the geotechnical subcontractor. It is assumed the Owner or geotechnical subcontractor will locate the borings in the field with remote assistance from MSA.

Items not included in the scope of work:

- Property surveying or Right-of-way platting and monumentation
- Easement / right-of-way documents, acquisition or negotiations
- Additional utility coordination and work associated with non-responsive utilities (one Digger's Hotline utility locate call-in assumed).
- Locating soil borings in the field prior to drilling.
- WDNR NOI application.
- Design and coordination of proposed improvements within the WisDOT right-of-way
- Design and permitting of culvert pipes greater than 24-inches in diameter.
- Construction Related Services (i.e., Construction administration, observation and staking).

Anticipated Project Schedule:

○ Topographic Survey	March 2025
○ Design	March-May 2025
○ Advertise for Bids	June 2025
○ Construction Phase (Additional)	Begin Summer 2025

ATTACHMENT B:
RATE SCHEDULE

CLASSIFICATION	LABOR RATE
Administrative	$ 85 – $154/hr.
Architects	$ 85 – $198/hr.
Community Development Specialists	$137 – $198/hr.
Digital Design	$115 – $151/hr.
Environmental Scientists/Hydrogeologists	$110 – $193/hr.
Geographic Information Systems (GIS)	$100 – $193/hr.
Housing Administration	$ 97 – $198/hr.
Inspectors/Zoning Administrators	$110 – $160/hr.
IT Support	$175 – $193/hr.
Land Surveying	$ 85 – $198/hr.
Landscape Designers & Architects	$ 85 – $220/hr.
Planners	$ 85 – $215/hr.
Principals	$225 – $314/hr.
Professional Engineers/Designers of Engineering Systems	$155 – $204/hr.
Project Managers	$120 – $248/hr.
Real Estate Professionals	$140 – $193/hr.
Staff Engineers	$ 85 – $149/hr.
Technicians	$100 – $151/hr.
Wastewater Treatment Plant Operator	$ 92 – $118/hr.

REIMBURSABLE EXPENSES	
Copies/Prints	Rate based on volume
Specs/Reports	$10
Copies	$0.14/page
Plots	$0.01/sq.in.
Flash Drive	$10
GPS Equipment	$20/hour - $10.75/hour for DOT
GPS R2 Equipment	$20/hour - $2/hour for DOT
Dini Laser Level	$85/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + $5/day
Mileage – MSA Vehicle	$0.70 mile standard/
	$0.69 mile for DOT
Nuclear Density Testing	$30/day
Organic Vapor Field Meter	$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	$20/hour - $10/hour for DOT
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	$30/hour
Drone Flight	$375/flight - $360/flight for DOT

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2025.

4-14-25

Agenda Item #9, CARPC Comprehensive Plan revision assistance proposal

When revising the Comprehensive Plan, the Town will need assistance with:

1. Updating the existing tables/charts in the current plan

2. Recommendations on how to incorporate residential subdivision development, preventing Dane County from purchasing more park land, intergovernmental agreement with the Village of Cross Plains, solar development and other items that will come up during discussions

3. Updating the existing maps in the current plan

4. Assistance with survey mailings

The Town is also in the process of discussing the procedure to convert from legacy zoning to current zoning. We will need CARPC to create maps.

I can request a proposal for the items listed above or use the current proposal?

Town of Berry
Comprehensive Plan Update

PRELIMINARY COST PROPOSAL

Project Scope

Data & Research

- Update 12 existing **tables/charts** and associated text
- Create up to 6 additional charts or tables with data on employment, businesses, industry, workforce, traffic volumes, contaminated sites, etc.
- Incorporate **background information** and **goals/objectives/policies** for current issues such as:
    - Solar development (small, community, and utility-scale)
    - Preventing loss of park land
    - Residential subdivision development
    - Increased coordination with V-Cross Plains, Dane County
    - Mining/quarry operations
    - Broadband access
    - Short-term rentals, wedding barns, outdoor storage facilities

Outreach

- Engage residents to gauge current opinions on key planning issues
    - **Survey** (recommended)
        - Mailing costs for postcard notifications and/or paper surveys not included in preliminary cost estimate
    - **Public hearing** (required)

***Option** to add a public workshop or open house, creation of promotional materials, or other outreach activities (not included in preliminary cost estimate)*

Mapping

- Update 7 existing **maps** (jurisdictional boundaries, ag soil suitability, natural resources, septic suitability, floodplains, existing land use, future land use)
- Create up to 3 additional maps, such as road pavement ratings, crash data, groundwater, etc.

Document

- Minor **text** updates (replace outdated references, etc.), with special attention to:
    - Issues and Opportunities
    - Intergovernmental Coordination
- Review **goals, objectives, and policies** and update as needed

- Review existing **appendices** and update as needed, including:
  - Guidelines
  - Preferred site development process
  - Definitions
  - Wireless communication and facilities guidelines
- Add **zoning ordinance recommendations** to Implementation chapter and update Implementation table

» Key Deliverables

1. Public participation plan
2. Survey and survey results summary
3. Data and recommendations on current planning issues
4. Updated version of current plan (same structure with refreshed content and basic format updates)

Cost Estimate

Administration	Internal meetings and coordination Billing, contract, and general communication	$4,300
Data & Research	Data collection, analysis, and research Field work conducted to collect data	$4,800
Outreach	Meetings (up to 10) and coordination with community staff Survey preparation and analysis Public hearing	$9,200
Mapping	Spatial analysis Map drafting and updating	$1,500
Document	Drafting document sections Layout and formatting Internal draft reviews	$13,100
	TOTAL	**$32,900**

Individual Outreach Activity Costs:

Survey $4,000

Public workshop or open house $4,000

Promotional materials $2,900

Flyers, newsletter articles, social media content, etc.

About CARPC

The Capital Area Regional Planning Commission (CARPC) is one of nine regional planning commissions (RPCs) in Wisconsin established to address issues that go beyond municipal boundaries. As an independent unit of government, CARPC develops and promotes regional plans, provides objective information, and supports local planning efforts. Our primary planning region is home to roughly 600,000 people living in Dane County's cities, towns, and villages.

Our Mission

To strengthen the region by engaging communities through planning, collaboration, and assistance.

Our Vision

A region where communities create exceptional quality of life for all by working together to solve regional challenges

Who We Are

Our team of 11 full-time staff bring a wide range of education, training, and professional expertise to the challenges facing the region. CARPC's 13 Commissioners are appointed by the Mayor of Madison, the Dane County Executive, the Dane County Cities' and Villages' Association, and the Dane County Towns Association.

What We Do

- Bring communities together to collaborate on land use and water quality plans
- Advocate for the Regional Development Framework, a long-range land use guide for Dane County that describes residents' preferred outcomes over the next 20-30 years
- Administer the Dane County Water Quality Plan for the DNR
- Conduct watershed and future urban development planning
- Provide planning, mapping, and data assistance to local communities, in Dane County and occasionally in the adjoining counties not affiliated with a regional planning commission.

Key Project Staff

- **Caitlin Shanahan, Senior Planner** (certified planner, experienced with land use and comprehensive planning and community engagement processes)
- **Matthew Krempely, Community Planner** (skilled data analyst and mapping specialist, background in GIS and geography)

Contact

Caitlin Shanahan, Senior Community Planner & Outreach Coordinator
caitlins@capitalarearpc.org
(608) 474-6021
100 State St, Ste 400
Madison, WI 53703-2573

4-14-25

Agenda Item #10, Zoning Ordinance Amendments

A. Related to Double Frontage Lots

B. Related to Rural Based Businesses and Rural Residences

Plan Commission recommended approval of both amendments

ORDINANCE AMENDMENT RELATED TO DOUBLE FRONTAGE LOTS

WHEREAS, the Town is aware that there are lots which have been platted or created with frontage on two public roads;

WHEREAS, it is appropriate to clarify which side of a double frontage parcel is the front yard for setback, driveway access and development purposes;

NOW THEREFORE, the Town Board of Supervisors of the Town of Berry does hereby ordain as follows:

Article One. Section 1.071 (6a) is created to read:

(6a) Double Frontage Lots. (a) As used in this Code, a "double frontage lot" means a lot less than 5 acres in area with frontage on two streets which are parallel or which do not intersect, and on which vehicular access is normally restricted to only one of the streets.

(b) There shall be only one front yard in a double frontage lot. In creating any new double frontage lots after the effective date of this ordinance (insert date), the front yard shall be the street on which access is permitted. In the case of double frontage lots which existed on the effective date of this ordinance, the front yard shall be the yard which has a driveway connected to a public street. If there are driveways to both roads, the yard on which the main building entrance is located shall be the front yard.

This Ordinance Amendment shall be effective upon its adoption.

Adopted this 21st day of April, 2025

TOWN BOARD OF THE TOWN OF BERRY

Duane Haag, Chairperson	David Evert, Supervisor
Michael Statz, Supervisor	Nichole Schwoerer, Supervisor
Derek Statz, Supervisor	

CERTIFICATION

I, the Town Clerk of the Town of Berry, do hereby certify that the above Ordinance Amendment was adopted by majority vote of the members of the Town Board of Supervisors at a duly-noticed meeting thereof.

_____

Brenda Kahl, Clerk/Treasurer

Posted: _____

Ordinance Amendment Related to Rural Based Businesses and Rural Residences

Article One. Section 1.0321 of the Town of Berry Zoning Ordinance is hereby amended as follows:

1.0321 Rural-Based Business District (RBB). The rural based business zoning district provides for small-scale business operations which are associated with rural areas, such as small contractors, small school bus operations, and home-based occupations. ~~It is intended that rural-based business operations will relocate to commercial zones within a reasonable time after the businesses exceed the defined scale of this district.~~ The District shall be an Overlay District as that term is used in sec. 1.058 of this Ordinance. All Overlay Zoning amendments shall require the Overlay uses to conform to the weight limits of the road on which the uses are located. Rural-Based Business zoning is prohibited on lots within platted residential subdivisions.

Article Two. Section 1.058 of the Town of Berry zoning ordinance is created to read:

1.058 Overlay Zoning Districts. (1) An "Overlay District" is any of several additional districts established by the zoning regulations that may be more or less restrictive than the primary zoning district.

(2) Where a property is located within an Overlay District, it is subject to the provisions of the primary zoning district and the Overlay District. Where the provisions are in conflict, the Overlay District governs.

(3) Overlay Districts are established to preserve and protect the natural environment, to encourage high quality design, to address the development of uses with unique impacts, and to protect the public health, safety and welfare by preserving areas for future use and development.

(4) An Overlay District is permitted in any area of the Town where the Town Board finds the proposed use in the Overlay District is consistent with the policies of the Comprehensive Plan.

(5) An Overlay District shall apply to an entire parcel except:

(a) where the District zones a zoning parcel described in sec. 1.0101(8), or,

(b) where the particular overlay use should be confined to an area defined in a plat of survey.

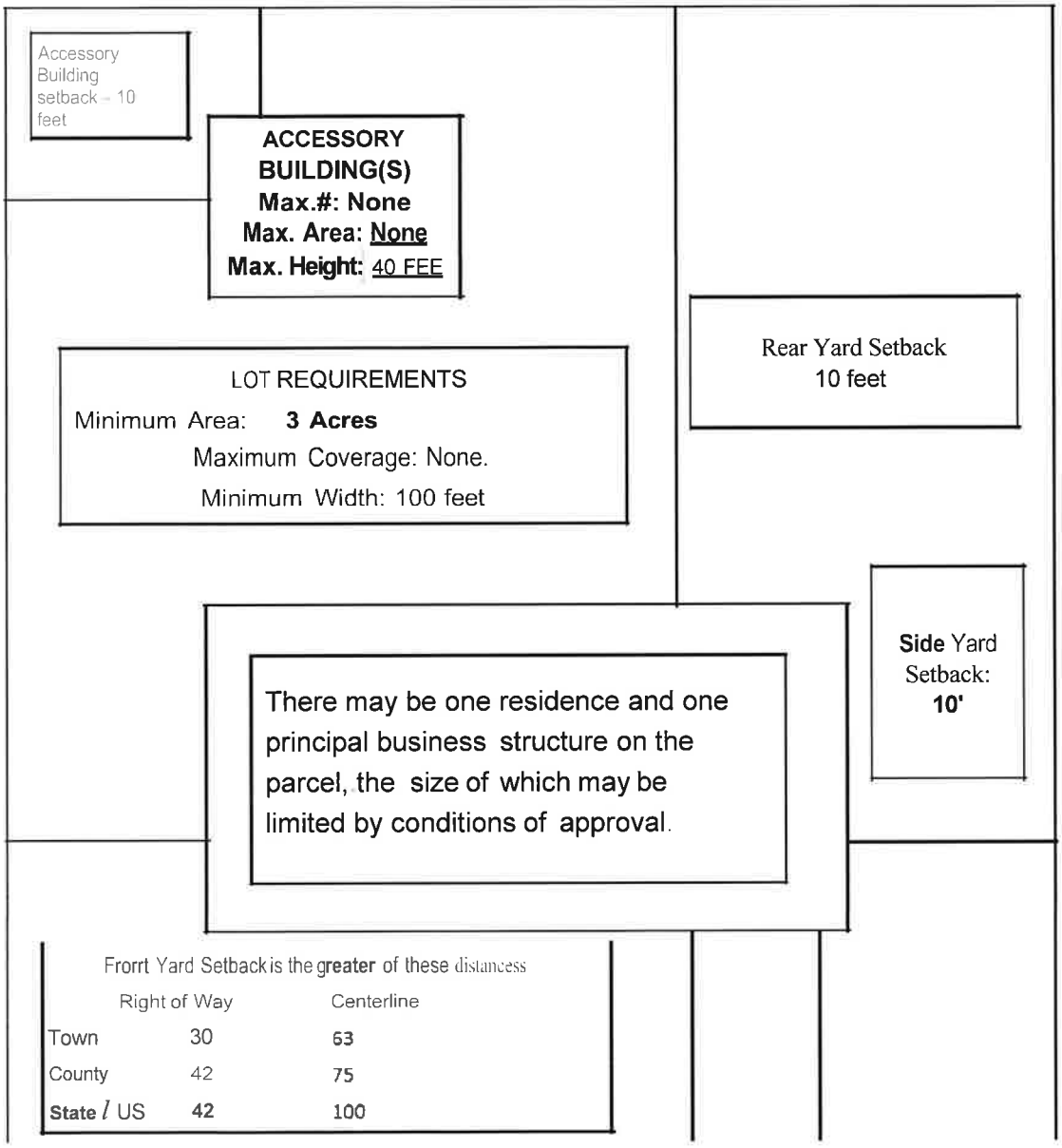
(6) Creation of an overlay district does not create a separate parcel.

(7) An overlay zone shall lapse if the overlay zone use is discontinued for 12 months.

(8) The zoning amendment applying an overlay zone to a parcel may include conditions which include, but are not limited to the maximum area of buildings; number and types of vehicles or equipment; number of people working in a business; road access for the overlay; screening of the overlay from adjoining properties; criteria defining when the business needs to be relocated to a commercial or industrial parcel.

Article Three. Section 1.071 (18) [Graphic] is amended as follows:

Zoning District; Rural-Based Business	Sec. 1.0321,	NOT TO SCALEII	



36

Article Four. Section 1.0101 (8) of the Town of Berry Zoning Ordinance is created to read:

(8) Zoning Parcels Mapped Under Legacy Zoning. (a) The Town finds that, prior to the effective date of this Ordinance, Dane County adopted zoning amendments to various parcels in the unincorporated portions of Dane County which created "zoning parcels." A "zoning parcel" is an area, defined or undefined, allowing a zoning use on a parcel which has another zoning district mapped to that parcel. The effect of the zoning parcel has been that a single parcel has two zoning districts. The Town finds that the zoning parcels are a source of confusion and uncertainty which should be addressed in the process of updating the Town's zoning regulations.

(b) The Town may, in transitioning the Town zoning map from the Legacy Zoning to this Ordinance, address an existing zoning parcel by adopting an Overlay Zoning classification which defines the uses and location of the zoning parcel which shall be permitted on the parcel. The Overlay Zoning may vary from the permitted or conditional uses allowed under the zoning parcel.

(c) On or after December 31, 2029, all zoning parcels which have not been converted to Overlay Districts shall be rescinded.

(d) After the effective date of this subsection [Insert date], no land use permits or other development approvals may be granted for uses which are authorized by a zoning parcel. The owner of land with a zoning parcel may apply for an Overlay Zoning for their parcel, which request shall be granted to the extent necessary to permit establishment of a use previously authorized by the Legacy Zoning.

(e) Any use which was established pursuant to a valid zoning or land use permit issued prior to the effective date of this subsection [Insert date] shall be a valid non-conforming use.

This Ordinance Amendment shall be effective upon its adoption.

Adopted this 21st day of April, 2025

TOWN BOARD OF THE TOWN OF BERRY

Duane Haag, Chairperson	David Evert, Supervisor
Michael Statz, Supervisor	Nichole Schwoerer, Supervisor
Derek Statz, Supervisor	

CERTIFICATION

I, the Town Clerk of the Town of Berry, do hereby certify that the above Ordinance Amendment was adopted by majority vote of the members of the Town Board of Supervisors at a duly-noticed meeting thereof.

_____

Brenda Kahl, Clerk/Treasurer

Posted: _____

4-14-25

Agenda Item #12, Puppy Mills Ordinance

Remark from Attorney Mark Hazelbaker:

Duane asked me to prepare a "puppy mill" ordinance. I'd like some more information about what the intended scope of the ordinance is. Wisconsin has a state law requiring any facility which sells 25 or more dogs in a year to have a license. It has quite detailed standards. See attached, https://docs.legis.wisconsin.gov/code/admin_code/atcp/010/16/18

If there is a facility which is causing problems, we should target the ordinance to the problems.

4-14-25

Agenda Item #13, Secondary Engineering Firm

This item is on the agenda for discussion of if the Town should have a second engineering firm besides MSA Professional Services.

The previous board had designated MSA and Jewell Associates.

Minutes are from 3/15/21 and motion is,
Motion Varda/Evert to allow the Highway Commissioner/Town Chair the option of using either MSA Professional Services or Jewell Associates Engineers on future projects.

4-14-25

Agenda Item #14, Revisions to Town Park Committee Policy 103.3

The suggested revisions from the Park Committee members are highlighted in yellow.

103.3 Town Park Committee Policy

I Purpose
II Establishment
III Membership
IV Organization
V Powers and Duties
VI Compensation
VII Term
VIII Effective Date

SECTION I - PURPOSE
To design, build, and oversee long-term development, maintenance, use and usefulness of the park for the pleasure, pride, and education of residents of the Town of Berry and the greater community.

SECTION II -ESTABLISHMENT
The Town Park Committee was formed in 2005 for the purposes of planning the use of the land donated by the Curtis Kahl family. The original committee was appointed by the Town Chairperson with the concurrence of the majority of the Town Board.

SECTION III – MEMBERSHIP

A. The Park Committee is to consist of a minimum of three members.
B. A member of the Town Board or a citizen of the Town, appointed by the Town Chairperson and approved by a majority of the Board, will chair the committee. Citizen members will be appointed from the town residents.

SECTION IV - ORGANIZATION

A. The Park Committee, as a recognized sub-committee of the Town, shall operate under Roberts Rules of Order.
B. Meetings may be held semiannually or as decided by a majority of the committee. If necessary, additional meetings may be called by the Chair or a request made by a majority of the committee.
C. Notice of the time and location of each meeting shall be posted and/or published in compliance with the state open meetings law.
D. A quorum shall be a majority of the members. All actions will require a majority vote of the quorum present.
E. The Park Committee shall keep a written record of all meetings showing all actions taken, findings, determinations, transactions, and recommendations made. A copy shall be filed with the Town Clerk as a public record.

SECTION V – POWERS AND DUTIES

A. Conduct site reviews, contact vendors, planners and others as needed to make informed decisions concerning the use of the park land.
B. Make recommendations to the Town Board and conduct public hearings as deemed necessary.

C. Oversee construction of any new park design with approval of the Town Board.
D. Submit a yearly grounds maintenance schedule and estimated up-keep budget to the Town Board by September 1st. All invoices are to be submitted directly to the Town Clerk.
E. The Park Committee may employ experts and incur other expenses as required, with prior approval of the Town Board.
A. Seek grants and donations from, and act as liaison to, organizations and individuals that help fund creation, maintenance, and use of the park subject to board approval.
G. Recommend guidelines and procedures for use of the park.

SECTION VI - COMPENSATION
The membership of this committee is volunteers.

SECTION VII – TERM
The Committee is authorized to conduct activities to carry out its duties until the Town Board formally withdraws the authorization.

SECTION VIII – EFFECTIVE DATE
This Policy shall take effect and be in force from and after the day after passage and publication as required by law.

Dated this 21st day of April, 2025

Attest: _____ _____
Brenda Kahl, Clerk/Treasurer — Duane Haag, Chairperson

Posted: _____ _____
David Evert, Supervisor

_____
Michael Statz, Supervisor

_____
Nichole Schwoerer, Supervisor

_____
Derek Statz, Supervisor

4-14-25

Agenda Item #15, Appointing a Noxious Weed Commissioner

By State Statute the Town annually appoints a Noxious Weed Commissioner.

Currently, Lucas Danz is the Noxious Weed Commissioner

4-14-25

Agenda Item #16, Town Committees and Appointments

Attached is the suggested Committee List

Note: Plan Commission members will be appointed in May.

2025 Committee List

Town Commissions/Committees

Plan Commission
- Duane Haag, Chair
- David Evert, Board Member
- Joe Kruchten, Citizen Member, term ends April 2026
- Travis Richards, Citizen Member, term ends April 2027
- Chris Schwoerer, Citizen Member, term ends April 2028

Highway Superintendent
- Duane Haag

Parks Committee
- Christine Molling, Chair
- Florine Bayer
- David Lucey
- Sarah Crittenden

Roads & Capital Equipment Committee
- Duane Haag, Chair
- Mike Statz
- David Evert

Fire/EMS Committees

Black Earth Fire District
- David Evert
- Derek Statz, alternate

Cross Plains/Berry Fire District (need 3)
- Mike Statz
- Derek Statz
- Duane Haag
- David Evert, alternate

Cross Plains EMS District
- Mike Statz
- Nichole Schwoerer, alternate

District 1 EMS District
- Nichole Schwoerer
- David Evert, alternate

Zoning Boards

Six Town Zoning Board
- Duane Haag

Representative on Board of Zoning Appeals
Duane Haag

Schools

School District Liaison, non-compensateable meeting, reimbursable for mileage
Wisconsin Heights – Derek Statz
Middleton/Cross Plains – Mike Statz
Sauk Prairie – David Evert

Other Committees

Village of Cross Plains Meetings Liaison, authorized to attend Village of Cross Plains meetings as the official representative. Attend Cross Plains meetings when it affects Berry and Town of Berry Plan Commission meetings when affects Village of Cross Plains
David Evert
Mike Statz

Dane County Towns Association
To be appointed as necessary on a per meeting basis

Wisconsin Towns Association
To be appointed as necessary on a per meeting basis

4-14-25

Agenda Item #17 (B). Replacing garage door opener

Attached are two bids.

R&R Doors = 1,695

Northland Door Systems = 2,600

R&R DOORS
GARAGE DOOR SPECIALISTS

1205 Bourbon Rd. #1
Cross Plains, WI 53528

PHONE: 608-798-3581
FAX: 608-798-4685
WEB SITE: www.randrdoors.com

Proposal

Date	Estimate #
4/10/2025	29976

Name / Address
Town of Berry 9046 Hwy 19 Mazomanie, WI 53560

Project
9046 Hwy. 19, Mazo
Contact Information
767-3308

Description	Qty	Cost	Total
LiftMaster TDC7S1BMC Heavy Duty Commerical Operator w/ 12' Rail; installed (3-Button Station and Photo Eyes Included) - Rehook existing reciever	1	1,695.00	1,695.00

On acceptance, this Proposal will be a contract. All invoices are payable on receipt. Invoices over thirty days will be subject to a late payment fee equal to 1.5% per month until paid in full. In the event of collection, all costs and reasonable attorney's fees will be payable.

All finish painting, finish jamb preparations, and all electrical wiring by others.
We are fully covered by Workers Comp Ins.

Total $1,695.00

Submitted By: SC-C

This Proposal is subject to acceptance within 5 days. If you wish to proceed please sign and return a copy.

Accepted By: _____

As required by the Wisconsin Construction Lien Law, builder hereby notifies owner that companies furnishing labor or materials for the construction on owners land may have Lien rights on owners land and buildings if not paid. Those entitled to Lien rights, in addition to the abovesigned builder, are those who contract directly with the owner or who give the owner notice within 60 days after they furnish labor or material for the construction. Builder agrees to co-operate with the owner and his lender, if any, to see that all potential Lien claimants are duly paid. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control.

NORTHLAND DOOR SYSTEMS

1800 Tower Street Prairie Du Sac 53578
(608) 251-3627 (608) 643-2278 Fax: (608) 643-4853
Website: www.northlanddoorsystems.com

Town Of Berry
9036 State Hwy 19
Mazomanie WI
Phone: 608-
Cell: 608-370-2790
Attn: Lucas

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

(1) Manaras OTH-6112 OMOO Heavy Duty V-Belt 12' Chain Drive Rail Electric Operator
- ½ horsepower, 120 volts, 1 phase standard motor
- Standard Photo Eyes
- (1) NEMA #1 Interior open/close/stop switch per operator
- Surface mount low voltage wire for photo eyes
- Remove & Dispose of Existing Operator
- Rehook Existing receiver

- No electrical materials or labor of any kind has been included in this quote unless otherwise notated below. Please note Northland Door Systems does not install conduit. All power supplies to electric motors and low voltage connections to our supplied control devices (wall button, photo eyes, etc.) are the responsibility of the General Contractor or their approved contractor.

Installed Price: $2,600.00

DUE TO THE VOLATILITY OF THE CURRENT MARKET QUOTES ARE VAILID FOR 5 DAYS AND ARE SUBJECT TO CHANGE

NOTE: MINOR DENTS AND SCRATCHES ON INTERIOR OF DOOR ARE NOT WARRANTIED.ALL FINISH PAINTING, FINISH JAMB PREPARATIONS AND ELECTRICAL WIRING BY OTHERS AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER HEREBY NOTIFIES OWNER THAT THE PERSON OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNERS LAND MAY HAVE LIEN RIGHTS ON OWNERS LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH TO HIS MORTGAGE LENDER, IF ANY. BUILDER AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY TO SEE THAT ALL POTENTIAL LIEN CLAIMS ARE DULY PAID.

SUBMITTEDBY: Kreg Perkins ACCEPTED BY: _____

DATE: April 10, 2025 DATE: _____

Please sign and fax back to 608-643-4853 or e-mail to kreg@northlanddoorsystems.com

THIS QUOTE IS SUBJECT T O CHANGE AFTER 7 DAYS FROM THE DATE SUBMITTED

4/14/2025		List of bills to be approved at the April 21, 2025 board meeting	
Date	**Check #**	**Payee**	**Amount**
3/25/2025	19691	Brenda Kahl	1,830.70
3/25/2025	19692	Lucas Danz	1,678.23
4/8/2025	19693	Brenda Kahl	1,830.70
4/8/2025	19694	Lucas Danz	1,678.23
4/21/2025	19695	Alan Mahinski - election inspector	105.00
4/21/2025	19696	Alliant Energy	287.06
4/21/2025	19697	Brenda Kahl - mileage and election supplies	98.68
4/21/2025	19698	Chris Schwoerer - plan commission meetings	69.26
4/21/2025	19699	David Evert - base pay and meetings	674.15
4/21/2025	19700	Debra Belongea - election inspector	127.50
4/21/2025	19701	Decker Supply - flag holders, etc	145.80
4/21/2025	19702	Derek Statz - base pay and meetings	554.10
4/21/2025	19703	Dixie Johnson - election inspector	105.00
4/21/2025	19704	Duane Haag - base pay and meetings	1,158.99
4/21/2025	19705	Finger Publishing - election and bid notices	76.54
4/21/2025	19706	Florine Bayer - election inspector	123.75
4/21/2025	19707	GFC Leasing - printer lease	178.37
4/21/2025	19708	Gordon Flesch - fee for copies printed per month	64.78
4/21/2025	19709	Group Health Cooperative - medical insurance	2,583.00
4/21/2025	19710	Joan Paar - election inspector	195.00
4/21/2025	19711	Joe Kruchten - plan commission meetings	120.05
4/21/2025	19712	Johnson Block & Company - audit	3,000.00
4/21/2025	19713	Kathy Bladl - election inspector	105.00
4/21/2025	19714	Kenneth Felz - election inspector	112.50
4/21/2025	19715	Lake Ridge Bank - postage, election, supplies, parts	1,139.04
4/21/2025	19716	Long Valley Services - two toilets and labor	1,200.00
4/21/2025	19717	Lucas Danz - cell phone and annual trailer rent	275.00
4/21/2025	19718	Lynda Ketelboeter - election inspector	112.50
4/21/2025	19719	Maria Albers - election inspectors	105.00
4/21/2025	19720	Mazo Hardware - padlocks for septic system tank covers	28.99
4/21/2025	19721	McFarlane - supplies and skidsteer annual rent	3,555.96
4/21/2025	19722	Michael Statz - base pay and meetings	577.18
4/21/2025	19723	Motorola Solutions - radio charger	54.80
4/21/2025	19724	MSA Professionals - stormwater model and Martinsville Rd	431.25
4/21/2025	19725	Nichole Schwoerer - base pay and meetings	600.27
4/21/2025	19726	Peterson Auto Parts - supplies	413.28
4/21/2025	19727	Peterson Sanitation - garbage and recycling	7,390.35
4/21/2025	19728	Robert Agee - election inspector	127.50
4/21/2025	19729	TDS Telecom	207.44
4/21/2025	19730	Tracy Lynch - election inspector	112.50
4/21/2025	19731	Travis Richards - plan commission meetings	96.96
4/21/2025	19732	TrollBytes - February IT services	60.00
4/21/2025	19733	Weld Riley - attorney fees for zoning and meeting items	2,139.66
4/21/2025	19734	WI Towns Association - membership dues	1,490.14

Additional bills will be handed out at the meeting