

**Windsor Town Board  
RESOLUTION 2014-27**

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF ADDENDUM No. 2 TO FOTH AGREEMENT FOR PROFESSIONAL SERVICES  
FOR A COMPREHENSIVE PLAN UPDATE**

**WHEREAS**, the Town Board entered into an Agreement for Services dated May 23, 2012 with Foth Infrastructure & Environment, LLC; and

**WHEREAS**, the Town Board entered into Addendum No. 1, dated February 5, 2014, attached hereto as Exhibit A, to engage Foth to complete a ten year update to the Town of Windsor Comprehensive Plan: 2025; and

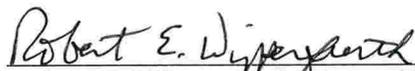
**WHEREAS**, the lump sum fee, of Addendum No. 1, was contingent upon the Town of Windsor obtaining from PDI/Graef (former Town consultant) the original software files (i.e. InDesign, Illustrator, Excel, etc.) for the Plan document and associated tables and maps; and

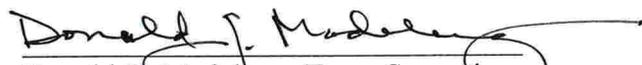
**WHEREAS**, the Town of Windsor exhausted all options to obtain the original software files from PDI/Graef;

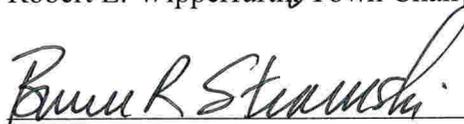
**NOW THEREFORE, BE IT RESOLVED**, by the Town Board of the Town of Windsor that it hereby authorizes the execution Addendum No. 2, attached hereto as Exhibit B, to provide for the additional steps and compensation required to properly complete the ten year update to the Town of Windsor Comprehensive Plan.

The above and foregoing resolution was duly adopted by the Town Board of the Town of Windsor, Dane County, Wisconsin at a meeting held on the 15<sup>th</sup> day of May, 2014 by a vote of 5 ayes and 0 nays.

**Town of Windsor**

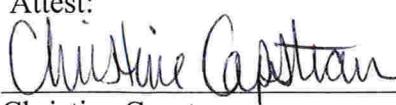
  
Robert E. Wipperfurth, Town Chairperson

  
Donald G. Madelung, Town Supervisor

  
Bruce Stravinski, Town Supervisor

  
Alan Buchner, Town Supervisor

  
Monica M. Smith, Town Supervisor

Attest:  
  
Christine Capstran  
Clerk

**STANDARD FORM OF ADDENDUM  
(Agreement for Professional Services)**

This Agreement shall be an addition to, and subject to the conditions contained in that Agreement for Services dated May 23, 2012 between Foth Infrastructure & Environment, LLC (PLANNER), and Town of Windsor (OWNER).

WHEREAS the OWNER wishes to engage the PLANNER to provide various services as described below, in accordance with PLANNER procedures, standards, and normal billing practices, and

WHEREAS the project to which such services apply is referred to as the PROJECT and described generally as follows: Comprehensive Plan Update and

WHEREAS the PLANNER has agreed to perform such work.

NOW, THEREFORE, and in consideration of the above, the PLANNER and the OWNER do hereby agree and covenant as follows:

**SECTION 1 – SERVICES**

As part of the ten year update to the Town of Windsor Comprehensive Plan: 2025, Foth will focus on the following areas:

1. Future Land Use Map: Updates to the future land use map would include changes to specific geographic areas (i.e. Windsor Blue, Revere Trail, etc.), changes to land use categories, as well as adjustments to the Sun Prairie/Windsor ETZ boundary and the DeForest/Windsor ETJ boundary. Updates to the future land use map will be created using GIS software and the latest GIS data (i.e. environmental corridors delineated by CARPC, etc.) available by Dane County.
2. Land Use Matrix: The development of a land use matrix will be a quick reference manual used by Town staff, property owners, business owners, and developers to identify the following: land use categories, general description of land uses allowed, applicable zoning districts, lot size or density range, and applicable development regulations and policies.
3. Census Data: The 2010 census data is available electronically to the general public. Updates to demographic data, trends, and projections depicted in the Issues & Opportunities, Housing and Land Use Plan Elements will be completed. This information is a useful tool in gaining an understanding of the composition and needs of the Town.
4. Plan Element Goals, Objectives and Policies: As part of the comprehensive plan update, each Plan Element's goals, objectives and policies will be reviewed to determine if the intent remains valid, if proposed changes are needed, or if new goals, objectives and policies are appropriate.

Foth will provide the Town of Windsor with the following deliverables:

- ◆ Fifteen (15) hard copies of the Recommended Plan, Land Use Matrix, and Future Land Use Map.
- ◆ One (1) electronic copy of the Recommended Plan, Land Use Matrix, and Future Land Use Map.
- ◆ Fifteen (15) hard copies of the Final Plan, Land Use Matrix, and Future Land Use Map.
- ◆ One (1) electronic copy of the Final Plan, Land Use Matrix, and Future Land Use Map.
- ◆ Appropriate public notices and agendas.

In addition, Foth will attend and facilitate the following meetings:

- ◆ One (1) Staff Meeting
- ◆ Two (2) Plan Commission Meetings
- ◆ Two (2) Board Meetings

## **SECTION 2 - COMPENSATION**

AN INITIAL PAYMENT OF Zero Dollars (\$ 0 ) shall be made upon execution of this Agreement and credited to the OWNER's account at final payment.

### **2.1 LUMP SUM**

Whereas the OWNER has elected to compensate the PLANNER for services under paragraph(s) on a "Lump Sum" Basis, the Lump Sum price shall include all cost items including labor, overhead, direct expense, and professional fee and shall be in the amount of \$17,700.00.

The OWNER will reimburse the PLANNER for taxes or levies (excluding Federal, State and Local income taxes) which may be assessed against the PLANNER by the Federal Government or any State or political subdivision directly on services performed or on payments for services performed, by the PLANNER and which taxes or levies the PLANNER may be required to collect or pay. The taxes or levies will be over and above the "Lump Sum" stated above.

Payments are due and payable thirty (30) days from the date of the PLANNER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

## **SECTION 3 - TIMETABLE**

Project completion is anticipated to be 3 to 4 months after the execution of this addendum.

## **SECTION 4 - SPECIAL CONDITIONS**

1. The Lump Sum Fee is contingent upon the Town of Windsor obtaining from PDI/Graef (former Town consultant) the original software files (i.e., InDesign, Illustrator, Excel, etc.) for the Plan document and associated tables and maps.

2. All electronic data and hardcopy documents prepared by Foth as part of the Comprehensive Plan update, including text, photographs, figures, tables and maps, shall be the sole property of the Town of Windsor. Foth will provide the electronic data to the Town on a standard external data storage device, and will include the original software files in two formats: (a) formatted using industry-standard software (i.e., InDesign, Illustrator, Excel, etc.) that is accessible by and may be manipulated by others who own said industry-standard software without the need for a security code of any sort; and, (b) formatted in a PDF format that can be accessed and manipulated by the Town using Adobe Acrobat software without the need for a security code of any sort.

All other provisions of that Agreement referred to above shall remain in force unless otherwise modified or deleted above.

IN WITNESS WHEREOF the parties hereto set their hands and seals dated this

5<sup>th</sup> day of February, 2014.

For PLANNER:

Foth Infrastructure & Environment, LLC

By: [Signature]  
Name (Please print): Thomas J. Ludwig, P.E.

Title: Client Director

By: [Signature]  
Name (Please print): Greg Bolin, P.E.

Title: Lead Civil Engineer

For OWNER:

Town of Windsor

By: [Signature]  
Name (Please print): Robert E. Wipperfurth

Title: Town Chairperson

By: [Signature]  
Name (Please print): Tina A. Butteris

Title: Finance Director

**STANDARD FORM OF ADDENDUM  
(Agreement for Professional Services)**

This Agreement shall be an addition to, and subject to the conditions contained in that Agreement for Services dated May 23, 2012 between Foth Infrastructure & Environment, LLC (PLANNER), and Town of Windsor (OWNER).

WHEREAS the OWNER wishes to engage the PLANNER to provide various services as described below, in accordance with PLANNER procedures, standards, and normal billing practices, and

WHEREAS the project to which such services apply is referred to as the PROJECT and described generally as follows: Comprehensive Plan Document Creation and

WHEREAS the PLANNER has agreed to perform such work.

NOW, THEREFORE, and in consideration of the above, the PLANNER and the OWNER do hereby agree and covenant as follows:

**SECTION 1 – SERVICES**

The Town of Windsor exhausted all options to obtain the original source file(s) for the Town of Windsor Comprehensive Plan: 2025. The lump sum fee outlined in our Agreement for Professional Services Addendum 1 assumed the original source file(s) would be provided to Foth to prepare the ten year update. Since Foth does not have access to the original source file(s), the following additional steps are required to properly complete the ten year update to the Town of Windsor Comprehensive Plan:

1. Document Creation: In order to complete the necessary updates, Foth will recreate the Comprehensive Plan document using industry standard software (i.e. Adobe InDesign). This will require Foth staff to create a document template and convert all PDF and/or Word text and text styles into Adobe InDesign text and formatting.
2. Table Creation: In order to update the data in the tables within the Comprehensive Plan, Foth will recreate each table (approximately 23) using Microsoft Excel, update the data, and insert the tables into the Comprehensive Plan document. Our Agreement for Professional Services Addendum 1 covers the fee to update the data.

**SECTION 2 - COMPENSATION**

AN INITIAL PAYMENT OF Zero Dollars (\$ 0 ) shall be made upon execution of this Agreement and credited to the OWNER's account at final payment.

**2.1 LUMP SUM**

Whereas the OWNER has elected to compensate the PLANNER for services under paragraph(s)

on a "Lump Sum" Basis, the Lump Sum price shall include all cost items including labor, overhead, direct expense, and professional fee and shall be in the amount of \$4,500.00.

The OWNER will reimburse the PLANNER for taxes or levies (excluding Federal, State and Local income taxes) which may be assessed against the PLANNER by the Federal Government or any State or political subdivision directly on services performed or on payments for services performed, by the PLANNER and which taxes or levies the PLANNER may be required to collect or pay. The taxes or levies will be over and above the "Lump Sum" stated above.

Payments are due and payable thirty (30) days from the date of the PLANNER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

### SECTION 3 - TIMETABLE

Total project completion is anticipated to be 3 to 4 months after the execution of this addendum.

### SECTION 4 - SPECIAL CONDITIONS

1. All electronic data and hardcopy documents prepared by Foth as part of the Comprehensive Plan update, including text, photographs, figures, tables and maps, shall be the sole property of the Town of Windsor. Foth will provide the electronic data to the Town on a standard external data storage device, and will include the original software files in two formats: (a) formatted using industry-standard software (i.e., InDesign, Illustrator, Excel, etc.) that is accessible by and may be manipulated by others who own said industry-standard software without the need for a security code of any sort; and, (b) formatted in a PDF format that can be accessed and manipulated by the Town using Adobe Acrobat software without the need for a security code of any sort.

All other provisions of that Agreement referred to above shall remain in force unless otherwise modified or deleted above.

IN WITNESS WHEREOF the parties hereto set their hands and seals dated this

15<sup>th</sup> day of May, 2014.

For PLANNER:

For OWNER:

Foth Infrastructure & Environment, LLC

Town of Windsor

By: [Signature]

By: [Signature]

Name (Please print): Thomas J. Ludwig, P.E.\_

Name (Please print): Robert E. Wipperfurth

Title: Client Director \_\_\_\_\_

Title: Town Chairperson

Foth Project ID 13W027.00

Foth Release Date May 15, 2014

Addendum No. 2

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By: Gregory E Bolin

Name (Please print): Greg Bolin, P.E.

Title: Lead Civil Engineer

By: Tina A. Butteris

Name (Please print): Tina A. Butteris

Title: Finance Director