

**VILLAGE OF WINDSOR  
VILLAGE BOARD RESOLUTION 2024-113**

**APPROVING MARALEE OLSON DESIGN STUDIO'S LANDSCAPE ARCHITECTURE SCOPE OF SERVICES FOR CULVER SPRINGS AREA**

**WHEREAS**, the Village Board finds that the Village of Windsor (Village) has need to preserve, protect and beautify the Culver Springs within the Token Creek Conservancy's Elmer and Edna Culver site; and

**WHEREAS**, the Token Creek Conservancy Committee has discussed various options for improvements to the Culver Springs, and

**WHEREAS**, the Token Creek Conservancy Committee identified a need to work with a Landscape Architect to assist with the vision for improvements to the Culver Springs, and

**WHEREAS**, the Token Creek Conservancy Committee reviewed proposals from three different Landscape Architect Companies, and

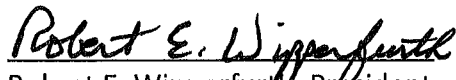
**WHEREAS**, the Token Creek Conservancy Committee is recommending to the Village Board approval of MaraLee Olson Design Studio's Scope of Services, and

**WHEREAS**, the Village has set aside \$100,000 from the 2022A borrowing for Token Creek Water Quality, Account 004-00-57331-800-004.

**NOW THEREFORE, BE IT RESOLVED**, by the Village Board of the Village of Windsor that it hereby approves MaraLee Olson Design Studio's Landscape Architecture Scope of Services for Culver Springs Area for \$15,000. The Village President, Village Attorney and Staff are authorized to execute a contract in conformity therewith on behalf of the Village, in a form approved by the Village Attorney.

The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Windsor on December 19, 2024, by a vote of 5 in favor and 0 opposed.

**VILLAGE OF WINDSOR**

  
Robert E. Wipperfurth, President

**Attested by:**

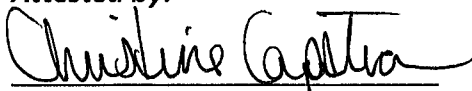
  
Christine Capstran, Clerk

EXHIBIT: A. MaraLee Olson Design Studio Conceptual Design Package (Scope of Services)

December 13, 2024

Kadie Jo Butteris & Token Creek Conservancy Committee  
Village of Windsor  
4084 Mueller Road  
DeForest, WI 53532

**Subject: a Conceptual Design Package for the Culver Springs Area of the Token Creek Conservancy  
located at 3667 Egge Road, DeForest, WI 53532**

DESIGN STUDIO

Dear Kadie and Committee Members,

Thank you for your interest in working with me, and your dedication to preserving and enhancing the Token Creek Conservancy! I have enjoyed my conversations and site walks with Paula Brandmeier, Bob Wipperfurth and Chad Courtier throughout 2021-2022, and my presentation to the Committee in November 2022. I'm thrilled for the opportunity to be involved in this meaningful project -- to work with the Committee to develop a plan that guides future preservation, enhancement and enjoyment of the Culver Springs Area.

With this letter, I include the *General Terms and Conditions* and *Statement of Work* (Attachment A). These reflect MODS' understanding of the scope you desire for this project and what each of us is required to do. Please review these and let me know if there are changes to be made in order to make this a final proposal for you. For your planning purposes, I also include a summary of services (Attachment B) that I am able to provide beyond the Conceptual Design Package, to help see this project through to construction, since I understand you desire to partner with a landscape architect who can work with you and guide you from concept through to construction. Rest assured, this is one of my superpowers!

### **Understanding of the Project**

This proposal outlines the creation of a Conceptual Design Package for the Culver Springs area of the Token Creek Conservancy in Windsor, Wisconsin. This proposal has been crafted based on prior discussions with Committee members from 2021-2022, a review of the 2024-2028 Token Creek Conservancy Master Plan, and the specific request by the Village for me to submit a design proposal. I am delighted to provide this proposal.

The Token Creek Conservancy Committee has spearheaded many conversations to explore the ways in which to preserve and enhance the areas around the Culver Springs. After concerted efforts to raise visibility and awareness of the area have succeeded in increasing visitor traffic to the Springs Area, there is a growing need to plan for preservation and protection, while providing clear and visible access for enjoyment. Increased visitor traffic has resulted in erosion along slopes, the introduction of more invasive vegetation as well as an increase in litter. Thoughtfully crafted enhancements can raise awareness and empower visitors to want to help protect these treasures for future generations.

The 2024-2028 Master Plan for the Conservancy calls out the need to invest in plans to enhance plantings and stonework, improve circulation with clear trails, boardwalk and viewing platforms, and install interpretive and educational materials. The Plan suggests a reasonable initial budget allocation to undertake these construction activities.

### **MODS' Unique Skillset and Experience**

I understand that the Committee's wishes at this time are to partner with a landscape architectural firm to guide the Committee from start to finish - through the planning and construction process. This women-owned and led firm is particularly poised to do just that. The majority of my projects go into construction, with my clients hiring me for a full process - to engage them in a fun planning process, to help them select the preferred contractors to implement

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the work, and then to serve as their Client advocate during construction. I have strong working relationships with local landscape construction companies, large and small, and their crews are well-versed in interpreting my drawings and coordinating with me in the field.

My 20-year experience in Madison includes many site-specific private projects and several public and semi-public projects that have involved preservation, access, stormwater management, wayfinding, privacy and gathering. Recent semi-public projects that are currently using the concept plans that we have developed to fundraise and plan for construction include:

- Spring Harbor Middle School – Outdoor Classrooms Concept
- Sun Prairie 200-block Alleyway – the Gateway to Downtown
- Forward Garden Comprehensive Plan (15 acres), for Madison Area Food Pantry Gardens – Madison
- The Grove: Regional Community Center Comprehensive Plan (6 acres) - Mazomanie

### Scope of Work & Deliverables

The scope of this work will be to develop a Conceptual Design Package to support the Committee's planning efforts for the Culver Springs Area. The package will include:

1. **Sketch Studies:** MODS will incorporate base info from available Dane County Land Information System, with MODS' field observation, to develop a base map and series of Sketch Studies. These Sketch Studies will aim to illustrate opportunities to protect and enhance the springs area, improve and direct circulation and provide opportunities for education and interpretation.
2. **Conceptual Site Plan:** Your favorite parts of the Sketch Studies will be integrated into a single Concept and this Concept will be developed into the Conceptual Site Plan. The Conceptual Site Plan will describe access, gathering, planting, privacy and wayfinding and will enable the Committee to budget and prioritize next steps towards construction. *Note: next steps outside of this Phase can include determining what additional team members and expertise might be needed to develop specific features, what drawings need to be created for construction, and initial budgetary estimating. I am better able to estimate and guide you through these steps once the Conceptual Site Plan is established.*
3. **Conceptual Exterior Views:** Two hand-drawn renderings depicting views into and out of the springs area from different perspectives, to convey the vision and appeal of the enhancements.
4. **Precedent Imagery:** precedent imagery of similarly scaled and programmed spaces.
5. **PDF format:** A digital version of the conceptual package for use in planning, fundraising and promotion.

### Schedule

Projects are scheduled in order of arrival. Because the deliverables will require obtaining current condition photography, I would like to start this project with a Kick-off meeting March 2025 to finalize the Scope, and deliver the project in August 2025. I am proposing four meetings with the Committee during this Conceptual Design Package phase:

- Meeting 1: Kick-off Meeting, March 2025: Programming workshop, on-site with Committee members to review the site and confirm the scope.
- Meeting 2: Sketch Study Review meeting April-June 2025
- Meeting 3: Concept Review meeting July 2025
- Meeting 4: Present Final Conceptual Design Package August 2025

### Fee

The Client shall compensate MODS \$15,000.00 Fifteen Thousand Dollars. I require a 20% deposit to start the project, and will bill monthly once the work commences. I do not anticipate any reimbursable expenses for this phase.

**Commitment to Customer Satisfaction**

Prevention is better than any cure. I ask that you explain as openly and fully as possible your goals and expectations before we commence working together, in order that I can plan to meet those. If you are disappointed in any way by the quality of any part of the service(s) I provide you, I ask that you let me know so that I may work towards resolving the issue to your satisfaction.

The attached General Terms and Conditions is the agreement explaining each of our responsibilities. This letter helps detail what we believe may occur, but if there is a conflict between the General Terms and Conditions and this letter, the General Terms and Conditions shall control. Your signature below indicates you agree to these terms as presented in the General Terms and Conditions.

Please let me know if you have any questions. If you concur with these Terms and Conditions and Statement of Work, please return to me a signed copy of each, along with your \$3,000.00 deposit. Once I have received these, I can place your project on my design schedule. Projects are scheduled in order of arrival.

Sincerely,



MaraLee Olson PLA, ASLA

Lead Landscape Architect - MaraLee Olson Design Studio, LLC

**Attachment A**  
**General Terms and Conditions**

**Between the Token Creek Conservancy (hereinafter "Client") and  
MaraLee Olson Design Studio, LLC (hereinafter "MODS")**

Name of Project: **the Token Creek Conservancy – Culver Springs Area**

Date: December 13, 2024

**GENERAL**

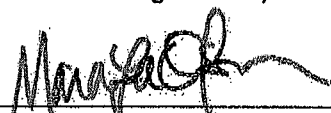
1. **Cooperation and Client's obligations.** Client agrees to cooperate and to give all reasonable assistance to MODS in providing information and access to resources for expediting services to be performed on this project. The Client shall provide MODS with information that sets forth the Client's objectives, schedule, a project budget and other criteria necessary for MODS to perform the professional services. The Client shall designate a representative to act on behalf of the Client.
2. **Services to be provided.** Client retains MODS to provide the goods and services described in the statement(s) of work as attached to these Terms and Conditions starting with **SOW 01 ("Statements of Work"** with each a **"Statement of Work"**). MODS reserves the right to designate any of its employees to perform any or all of the Services. MODS may not assign this Agreement, any portion of it, nor any of the services required in it to any other person or entity without the written consent of the Client. Either MODS or Client may suggest changes that affect the scope or duration of the services relating to a Statement of Work, including changes in the deliverables to be delivered in connection with the services. Client acknowledges and understands that MODS may require an adjustment to the fees to be paid by Client with respect such changes. Client may, in its sole discretion, decline any changes proposed by MODS. Any agreement by MODS and Client to such adjustments shall be in writing. The parties shall promptly inform one another of any change in any current or reasonably anticipated circumstances that would negate assumptions or conditions, whether express or implied, concerning any Statement of Work hereunder.
3. **Fees.** Client shall pay MODS the fees described in each Statement of Work.
  - A. Invoices will be issued every four (4) weeks. Client shall promptly review invoices and notify MODS of any objection thereto. In the event Client fails to notify MODS of any objection, in writing, within ten (10) days of receipt of invoice, the invoice shall be deemed accepted by the Client.
  - B. If invoices are not paid within thirty (30) days of the date of the invoice, Client agrees pay interest on the unpaid amount at the rate of 1.5 percent per month (annual percentage rate of 18 percent) from the delinquency date until paid in full. All payments received shall first be credited to the payment of delinquent interest and then to the principal balance due.
  - C. Client's failure to remit timely payment shall constitute a material breach of these Terms and Conditions. Client shall be responsible for all taxes and similar fees now in force or enacted or imposed in the future on the delivery of the services. Client's obligation to pay MODS all amounts due shall survive termination of these Terms and Conditions.
4. **Ownership of documents.** All sketches, drawings, tracings, computations, notes, reports, plans, and other original documents created by MODS in connection with a Statement of Work are instruments of service and shall remain the property of MODS. Provided the Client has paid MODS all compensation due under this Agreement, MODS hereby grants Client a license to use the applicable Deliverables as specified in the applicable Statement of Work. Client may use the Deliverables for the purposes specified in the letter dated December 13, 2024, between MODS and the Client, unless MODS and the Client mutually agree otherwise in writing. MODS is not responsible for the re-use of any Deliverables, which shall be at the Client's sole risk.

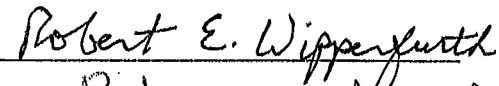
5. **Timeliness.** All the terms of these Terms and Conditions shall be performed in a timely manner. MODS shall not be responsible, however, for delays in performance caused by the Client, or any of Client's agents or employees or any other avoidable delays or causes beyond the reasonable control of MODS. MODS shall promptly notify Client in the event it encounters any such delay and promptly recommence work upon the cessation of the causes of delay.
6. **Professional services liability.** MODS' RESPONSIBILITIES IN PERFORMING SERVICES HEREUNDER SHALL BE LIMITED TO THE SCOPE OF WORK AND SCOPE OF SERVICES TO BE PERFORMED AS SET FORTH IN THESE TERMS AND CONDITIONS. MODS, ITS AGENTS AND EMPLOYEES, SHALL HAVE NO LIABILITY OF ANY KIND TO CLIENT, ITS AGENTS OR ANY PERSONS HAVING CONTRACTUAL RELATIONSHIPS WITH CLIENT FOR ANY ACTS, ERRORS AND OMISSIONS OF MODS, ITS AGENTS AND EMPLOYEES, WHICH DOES NOT FALL WITHIN THE SCOPE OF WORK AND SCOPE OF SERVICES TO BE PERFORMED.
7. **Limitation of Liability.** EXCEPT FOR INDEMNIFICATION OBLIGATIONS AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY AGREES THAT THE OTHER PARTY SHALL NOT BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
8. **Cancellation.** These Terms and Conditions may be canceled by MODS if Client has become delinquent over ninety (90) days in the payment of amounts due MODS. These Terms and Conditions may also be canceled by MODS or the Client with cause; and by the Client with or without cause. In such instance, the cancelling party shall give ten (10) days written notice prior to termination and specify the date of termination. In the event of cancellation, MODS shall be paid for services rendered and costs incurred through the date of cancellation.
9. **Warranties.**
  - A. MODS IS NOT RESPONSIBLE FOR THE ACCURACY OR FOR ANY LIABILITY THAT MAY ARISE OUT OF THE USE OF INFORMATION FURNISHED BY THE CLIENT, ITS AGENTS, OR OTHER PERSONS WITH WHOM THE CLIENT HAS CONTRACTED, INCLUDING BUT NOT LIMITED TO PLANS, SPECIFICATIONS, REPORTS, OR ANY OTHER DATA.
  - B. MODS warrants that its services will be performed with the usual standard of care practiced by landscape architects.
  - C. NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, IS INCLUDED OR INTENDED IN MODS' PROPOSALS, CONTRACTS, PLANS, OR REPORTS, EITHER WRITTEN OR ORAL.
10. **Additional or excluded services.** Other services available from MODS and applicable to the project may have been discussed with the Client. Where MODS has deemed a service to be needed or advisable, MODS has made its opinion known to the Client. Client may choose to engage MODS to carry out the additional services and the Client agrees to compensate MODS for the additional services, and an additional Statement of Work will be added to these Terms and Conditions. The following services are not provided unless explicitly added in a Statement of work.
  - A. Soil, or other materials, testing; engineering services including civil or structural engineering; certified land surveying.
  - B. Perspective renderings and/or digital models.
  - C. Changes to approved concepts or plans necessitating redoing the design, plans or specifications.
11. **Invalid provisions.** Any provision that shall prove to be invalid, void or illegal shall in no way effect or invalidate any other provision of these Terms and Conditions, and such other provisions shall remain in full force and effect. These Terms and Conditions shall be deemed to have been made in the State of Wisconsin, and it shall be governed by the substantive laws of the State of Wisconsin without regard to any applicable conflict of laws provisions. The Parties submit to jurisdiction in the state and federal courts sitting in Dane County, Wisconsin.
12. **Breach.** No breach of these Terms and Conditions on the part of either Party shall be deemed material unless the Party alleging such breach shall have given the other Party written notice of such breach, sent by certified mail to the address above written, and the Party receiving such notice shall fail to cure such breach within thirty (30) days after receipt of such notice.
13. **Relationship.** MODS is an independent contractor. Nothing in these Terms and Conditions shall be construed or deemed to create any partnership, joint venture, or employer-employee relationship between the Parties.

14. **Assignment.** These Terms and Conditions shall not be assigned by either party without prior written consent of the non-assigning party although MODS may subcontract out any of its duties in its sole discretion.
15. **Authority to enter into agreement.** Each party represents by signing these Terms and Conditions that they have the authority to enter into the agreement and bind each and every party, their heirs, successors, assigns, fellow beneficiaries in trust, and/or partners, to the terms and conditions as herein set forth. This warranty shall survive termination of these Terms and Conditions.
16. **Opinion of probable construction costs.** In providing an opinion of the probable construction cost, the Client understands that MODS has no control over the contractor's method of pricing or the cost of labor, equipment or materials. The opinion of probable construction costs provided by MODS under the terms of this contract is made on the basis of MODS' professional qualifications and experience, and is provided only for the budgeting purposes of the Client. MODS makes no warranty, expressed or implied, as to the accuracy of its opinion of probable construction costs as compared to bids or actual costs.
17. **Publicity.** Client agrees to permit MODS' name on the job sign at the construction site and in any publication or press coverage relating to the project and MODS' work. Client hereby grants MODS a revocable, non-exclusive license to use Client's name and to use photographs of Client's property taken in the course of providing the Services for MODS' portfolio and in MODS' marketing, advertising and other promotional materials. Client may revoke this license at any time by providing written notice to MODS, provided, however, that any exercise of this license by MODS prior to MODS' receipt of Client's written revocation, shall not be actionable.
18. **Entire Agreement, Headings, and Execution.** These Terms and Conditions, including all Statements of Work hereunder, sets forth the entire understanding of the parties with respect to its subject matter and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. In the event of any conflict between these Terms and Conditions of this Agreement, and the terms and conditions of a Statement of Work, these Terms and Conditions shall control. Headings are for convenience only and are not to be used to interpret the Terms and Conditions. These Terms and Conditions may be executed in separate counterparts, and all such counterparts will constitute one and the same instrument. Digital or electronic signatures shall be deemed valid.
19. MODS shall provide Workers' Compensation and Employer's Liability Insurance covering any of its employees, if any, who may provide services under this Agreement with limits not less than the statutory requirements in Wisconsin. This coverage may be permissibly self-insured per Wis. Stat. 102.28(2)(bm).
21. **Public Records Law.** MODS shall reasonably cooperate with the Client to facilitate compliance with the Wisconsin Public Records Law, sec. 19.21, et seq., Wis. Stats., and upon request by the Client, provide to the Client all documents in its possession or control which are subject to release under such law.
22. **Nonwaiver of Governmental Immunity.** Notwithstanding any provision to the contrary contained herein, no provision of this Agreement shall be construed as a waiver of any immunity or limitation of liability granted to or conferred upon any party by applicable provisions of Wisconsin law.

MaraLee Olson Design Studio, LLC

Client

By:   
 MaraLee Olson

By:   
 Print: Robert E. Wipperfurth

Date: December 13, 2024

Date: January 3 2025

**SOW 01**

**Statement of Work**

**SOW 01 for the Token Creek Conservancy – Culver Springs Area**

Landscape Architecture Scope of Services

Prepared by: MaraLee Olson Design Studio

Date: December 13, 2024

**Scope of Services Tasks**

**I. Site Visit, Sketch Studies**

- 1 Visit the site to verify existing conditions, vegetation, views and site elements. Incorporate this info with current Dane County Land Information System info, to create base drawing that reflects current general conditions.
  - 2 Meeting #01: Kick-off Meeting with Committee, to review and confirm scope
  - 3 Prepare Sketch Studies that illustrate opportunities to protect and enhance the springs area, improve and direct circulation and provide opportunities for education and interpretation. Meeting will be remote or in-person.
  - 4 Working Meeting #02 with Client to review Sketch Studies. Determine design direction, outline next steps.
- Deliverables: Sketch Studies, Hard copy, 11 x 17 in.*

**II. Single Concept**

- 1 Incorporate feedback from Meeting #02 to refine Sketch Studies into one single concept. Concept will describe areas for access and gathering, area allocations for plantings, privacy and hardscapes, and general circulation patterns.
  - 2 Working Meeting #03 with Client to discuss Single Concept. Explore materials and planting palette. Meeting will be remote or in-person.
- Deliverables: Single Concept, Hard copy or digital, 11 x 17 in. or 22 x 34 in.*

**III. Final Conceptual Design Package**

- 1 Incorporate feedback from Meeting #03 to finalize Conceptual Site Plan, incorporate Conceptual Exterior Views & Precedent Imagery
  - 2 Develop Woody Ornamental, Perennial and Grasses planting palette
  - 3 Working Meeting #04 with Client to deliver Final Conceptual Design Package. Meeting will be remote or in-person.
- Deliverables: Conceptual Design Package, Digital, 11 x 17 in. or 22 x 34 in.*

**Fee: \$15,000.00 Fifteen Thousand Dollars**

This SOW 01 approved this 3 day of January, 2024 2025

By: Village of Windsor  
(Client Name)



## **ATTACHMENT B – informational only, not a part of this proposal**

### **Potential Future Work for the Token Creek Conservancy – Culver Springs Area**

*Prepared by:* MaraLee Olson Design Studio

Date: December 13, 2024

The following information is provided for your general use in planning, and outlines services that MODS can provide to see your project through construction.

#### **IV. Design Development & Planting Design**

This phase can include refinement of any or all ideas proposed in the Conceptual Plans, where more information about the scale and relationships of the project components is necessary to convey design intent. This can also involve detailed woody ornamental and or perennial garden design. In complex projects where additional expertise is needed, this involves the coordination of additional team members such as building architects, civil or structural engineers, ecological experts, horticulturists or graphic designers.

#### **V. Bid Letting and/or Construction Document Preparation**

This phase serves the purpose finalizing design development drawings for construction estimating and construction planning. This can include coordination and preparation of permit drawings and necessary construction details. This phase can include coordination time between architects, civil or structural engineers and general contractors to provide continuity of communication and access to necessary expertise for construction planning.

#### **VI. Construction Coordination**

This is tailored to your needs and serves the purpose of ensuring and supporting design intent through construction. Services can range from complete coordination of the landscape portion of your project, to simple availability to answer contractor questions regarding the site and landscape plan during specific construction activities. This can range from daily check-ins during routine procedures, to concentrated on-site time to ensure artistic rock placement and other sensitive construction issues.

#### **VII. As-Built Drawings**

This phase is offered when it is desired to document changes made from the initial drawings during construction and the project components as they appear upon completion of construction.

#### **VIII. On-going consulting, natural areas management planning**

This phase is offered at any time when it is desired to plan long term for natural areas management. Scope can be discreet with estimated range provided, or on a retainer basis with defined parameters of scope.