Town of Caledonia

Columbia County

N5479 Beich Road
Portage, WI 53901
Office Phone/ Fax: (608) 742-4801
Website: www.townofcaledonia.org Email: caltown@caltown.org

***NOTICE** to the Electors of the Town of Caledonia, Columbia County, Portage, Wisconsin: The following town meetings are scheduled to be held at the Caledonia Town Hall located at N5479 Beich Road. All meetings are open to the public. **Town Board Meetings are held the fourth Monday at 4:30 pm unless otherwise noticed. Monthly Town Board Meetings are held the second Wednesday at 7:00 pm.** Office hours are held every Monday from 3:00 p.m. to 5:00 p.m. except holidays.*

- **NEXT TOWN BOARD MEETING: TBD**

Monthly Town Board Meeting Wednesday, May 08, 2024 at 7:00 p.m.
Agenda:

1. **Call the Monthly Town Board Meeting to order**
2. **Approval of the agenda**
3. **Review of previous monthly meeting minutes**
4. **Questions from the Floor/Communications**
5. **Discussion and Consideration of Ordinance #2024-05 Town of Caledonia UDC Residential and Commercial Building Code**
6. **Discussion of Public Access Properties**
7. **Road Repair and Maintenance:**
    A. **Discussion and Consideration of 2024 Town Road Projects**
    B. **Discussion regarding Allen Road project for water run off**
8. **Treasurer's Report**
9. **Financial Report/Payment of Bills**
10. **Adjournment**

Posted 05/02/2024
Sandi Dexter, Clerk

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CHANGE IN OFFICE HOURS: every Monday from 4:30 p.m. to 6:30 p.m. except holidays.

NEXT TOWN BOARD MEETING: Wednesday, May 8, 2024 at 7:00 pm

Town Board Meeting Wednesday, April 22nd 2024 at 4:30 p.m.

Minutes:

1. **Call the Town Board Meeting to order:** Chair Brensike called the meeting of the Town of Caledonia to order at 4:30 pm. Supervisor Liz Miller, Supervisor Kevin O'Neill, and Treasurer Kara Paske present.
2. **Approval of the agenda:** Miller made a motion to approve the agenda as written, O'Neill seconded the motion. The motion carried.
3. **Review of previous monthly meeting minutes:** Minutes from the April 10th, 2024 Town Board Meeting were distributed to the board. Miller moved to approve the minutes as submitted, O'Neill seconded. No discussion. Motion carried.
4. **Questions from the Floor/Communications:**
    a. Paske noted that the financial report given at the annual meeting did not include mention of the increased revenues in 2023 from land rent and earned interest.
    b. Miller noted a local food pantry is available at the Caledonia Presbyterian Church on Saturdays from 6-8pm
5. **Discussion and Consideration of US Bank Enterprise Banking Services Contract and Participation Agreement for WIsconsin Local Government Participation to minimize banking fees:** Paske stated this contract will minimize banking service fees. Miller made a motion to approve the US Bank Enterprise Banking Services Contract and Participation Agreement for WIsconsin Local Government Participation to minimize banking fees, O'Neill seconded. No discussion. Motion carried.
6. **Discussion of Ordinance #240325 Town of Caledonia UDC Residential and Commercial Building Code:** Nothing new to report.

7. **Discussion of Public access Properties:** Miller and O'Neill will determine placement for public access signs.
8. **Road Repair and Maintenance Report:**
    a. Consideration of Resolution #2024-01 A Resolution Regarding Wisconsin Department of Natural Resources Town Roads Aids: O'Neill stated the DNR Road Aids application for gravel and grading on Blount Rd was approved in the amount of 29,500 with 0% match from the Town. A resolution is required to accept the funds. Motion by O'Neill to approve Resolution #2024-01 A Resolution Regarding Wisconsin Department of Natural Resources Town Roads Aids, seconded by Miller. No discussion. Motion carried.
    b. O'Neill received communications regarding water run-off during the heavy rains on Blau and Allen Rd. Blau is scheduled for improvements near the intersection of 78 for this year. Allen Rd had ditching last year and O'Neill will follow-up with County Highway for review of estimate for further work at area of run-off.
    c. Gravel and grade on Blackhawk will start the week of April 29th.
    d. O'Neill noted property owner at N6524 Blackhawk contacted the Town with road concerns. The area of concern is a private road and not maintained by the Town.
    e. O'Neill will request cold patching for potholes throughout Town
9. **Next Meeting Agenda:** The next meeting will be held on Wednesday, May 8th, 2024 at 7:00 pm.
10. **Payment of Bills:** O'Neill made a motion to pay bills in the amount of $28,179.69, Miller seconded. Motion carried.
11. **Adjournment:**Miller made a motion to adjourn, seconded by O'Neill. Adjourned at 6:07pm.

Respectfully Submitted
Stephanie Brensike, Town Chair

TOWN OF CALEDONIA, COLUMBIA COUNTY, WISCONSIN

BUILDING CODE

ORDINANCE NO.

RESIDENTIAL AND COMMERCIAL BUILDING CODE ORDINANCE

The **Town of Caledonia, Columbia County**, Wisconsin, do ordain, as follows:

Section 1.1 – Permit Required, Fees
Except as otherwise expressly provided in this Chapter, no owner or contractor may construct, erect, alter, enlarge, repair, move, convert to other uses, or demolish any building, structure or mechanical system until a valid permit is obtained from a Municipal Building Inspector. The Wisconsin uniform building permit shall be issued if the requirements for filing and fees are satisfied, and the plans have been conditionally approved.

1) The foregoing described work that shall require a building permit includes, but is not limited to:
   a) New 1-and 2-family dwellings and commercial buildings including agricultural buildings, detached structures (decks), and detached accessory buildings (garages).
   b) Additions that increase the physical dimensions of a building including all garages, decks, balconies, stoops, and similar structures that are attached to any building.
   c) Alterations to the building structure, cost shall include market labor value, or alterations to the building's heating, electrical, or plumbing systems.
   d) Any electrical wiring for new construction or remodeling excluding new wiring for existing industrial and manufacturing facilities that do not require State mandated building plan review.
   e) Any HVAC for new construction or remodeling.
   f) Any plumbing for new construction or remodeling.
   g) Any new or re-wired electrical service, including services for agricultural buildings.

2) The following construction activities shall not require a building permit:
   a) Re-siding, re-roofing, and finishing of interior surfaces, installation of cabinetry, repairs which do not affect the structural elements of a building or structure, and those repairs deemed minor by the Building Inspector. Notwithstanding this section, however, a permit accompanied by structural load-bearing calculations shall be required for re-roofing a building if the proposed re-roofing constitutes a third or more layer of roofing.
   b) Replacement of 1-and 2-family dwelling building equipment including furnaces and central air conditioners, water heaters, and any other similar equipment that does not involve the extension or expansion of the system including but not limited to piping, ductwork, and other similar elements.
   c) Normal repairs of HVAC, plumbing, and electrical, or systems such as replacing switches, receptacles, light fixtures, and dimmers.

3) Building permit fees.
   a) At the time of building permit issuance, the applicant shall pay fees as established by resolution periodically by the Town.
   b) If work commences prior to permit issuance, the permit fee shall be double.

4) Permit Lapses.

a) A building permit, other than Wisconsin Uniform Building Permits shall lapse and be void unless building operations commence within six (6) months and if construction has not been completed within twelve (12) months from the date of issuance thereof. Wisconsin Uniform Building Permits shall expire 24 months after issuance if the dwelling exterior has not been completed in accordance with Wis. Admin. Code SPS 320.09(9)(a)5.

5) Permit Revocation.

a) The Town Building Inspector or the Town Board (or its designee) may revoke any building, plumbing or electrical permit, certificate of occupancy, or approval issued under the regulations of this chapter and may stop construction or use of approved new materials, equipment, methods of construction, devices, or appliances for any of the following reasons:

1. Whenever the Town Building Inspector shall find at any time that applicable ordinances laws, orders, plans and specifications are not being complied with and that the holder of the permit refused to conform after written warning.
2. When the continuance of any construction becomes dangerous to life or property.
3. When there is any violation of any condition or provisions of the application for permit or of the permit.
4. When, in the reasonable judgment of the Town Building Inspector, there is inadequate supervision provided on the job site.
5. When any false statement or misrepresentation has been made in the application for permit, plans, drawings, data specifications or certified lot or plot plan on which the issuance of the permit or approval was based.
6. When there is a violation of any of the conditions of an approval or occupancy given by the Town Building Inspector for the use of all new materials, equipment, methods or construction devices or appliances.

b) The notice revoking a building, plumbing or electrical permit, certificate of occupancy or approval shall be in writing and may be served upon the applicant of the permit, owner of the premises and his or her agent, if any, and on the person having charge of construction. A revocation placard shall also be posted upon the building, structure, equipment, or premises in question by the Town Building Inspector.

c) After the notice is served upon the persons as aforesaid and posted, it shall be unlawful for any person to proceed thereafter with any construction operation whatsoever on the premises, and the permit which has been so revoked shall be null and void, and before any construction or operation is again resumed, a new permit, as required by this chapter, shall be procured and fees paid therefor, and thereafter the resumption of any construction or operation shall be in compliance with the regulation of this chapter. However, such work as the Town Building Inspector may order as a condition precedent to the reissuance of the building permit may be performed, or such work as the Town Building Inspector may require for the preservation of life and safety.

Section 1.2 – Adoption of State Codes

1) The following Chapters of the Wisconsin Administrative Code, as well as all subsequent future amendments, modifications, and revisions, are adopted by the Municipality and shall be enforced by the Building Inspector.

Ch. SPS 302.31	Plan Review Fee Schedule
Ch. SPS 305	Credentials
Ch. SPS 316	Electrical Code
Chs. SPS 320-325	Uniform Dwelling Code
Ch. SPS 327	Campgrounds
Chs. SPS 361-366	Commercial Building Code
Chs. SPS 375-379	Buildings Constructed Prior to 1914
Chs. SPS 381-387	Uniform Plumbing Code

Wisconsin State Statutes Chapter 101 Department of Safety and Professional Services- Regulation of Industry, Buildings, and Safety

2) The building codes shall apply to the alteration, enlargement or repair of existing 1- and 2-family dwellings constructed prior to June 1, 1980, for which a building permit is required under this Chapter. Submitted building permit applications for alterations or additions to homes built prior to June 1, 1980, may provide alternative methods or materials that, when deemed necessary in the opinion of the Building Inspector, meet the current intent of the code.

3) The building codes shall apply to an existing building to be occupied as a one-or two-family dwelling, in which the building was not previously so occupied.

4) Any act required to be performed or prohibited by an Administrative Code provision incorporated herein by reference is required or prohibited by this Chapter.

Section 1.3 – Certified Municipality Status

1) Certified Municipality. The Town of Caledonia has adopted the Certified Municipality Status as described in SPS 361.60 of the Wisconsin Administrative Code.

   a) Responsibilities. The Town shall assume the following responsibilities for the Department of Safety and Professional Services (Department):

      1. Provide HVAC and structural inspection of all sized commercial buildings with certified commercial building inspectors.
      2. Provide HVAC and structural plan review of all sized commercial buildings with certified commercial building inspectors.

   b) Plan Examination. Drawings, specifications, and calculations for all the types of buildings and structures, except state-owned buildings and structures, to be constructed within the limits of the municipality shall be submitted, if the plans are for any of the following:

      1. All commercial buildings, without size limitations [Appointed Agent per Wis. Stat.§ 101.12(3g)].

   c) Notes.

      1. A certified municipality may waive its jurisdiction for the plan review of a specific project or type of project, or components thereof, in which case plans and specifications shall be submitted to the Department for review and approval.
      2. The Department may waive its jurisdiction for the plan review of a specific project, agreed to by a certified municipality, in which case plans and specifications shall be submitted to the certified municipality for review and approval.

   d) Plan Submission Procedures. All commercial buildings, structures, and alterations, including new buildings and additions less than 25,000 cubic feet, require plan submission as follows:

      1. Building permit application.
      2. Application for review - SBD-118, or equivalent.
         a. Fees per Table SPS 302.31-2 and SPS 302.31.
         b. Fees apply to commercial projects.
      3. Four sets of plans.
         a. Signed and sealed per SPS 361.31.
         b. One set of specifications.
         c. Component and system plans.
         d. Calculations showing code compliance.

Section 1.4 – Building-HVAC-Electrical-Plumbing Inspector

1) Creation and Appointment. There is hereby created the office of the Building Inspector. The Building Inspector shall be appointed by the municipality. The Building Inspector shall be certified for inspection

purposes by the Department in the required categories specific under SPS 305, Wisconsin Administrative Code.

2) Assistants. The Building Inspector may employ, assign, or appoint, as necessary, assistant inspectors. Any assistant hired to inspect buildings shall be certified as defined in SPS 305, Wisconsin Administrative Code by the Department.

3) Duties. The Building Inspector shall administer and enforce all provisions of this ordinance.

4) Powers. The Building Inspector or an authorized certified agent of the Building Inspector may, at all reasonable hours, enter upon any public or private premises for inspection purposes. The Building Inspector may require the production of the permit for any building, plumbing, electrical, or heating work. No person shall interfere with or refuse to permit access to any such premises from the Inspector or his/her agent while in the performance of his/her duties. If the Inspector is refused access to any such premises, then the Inspector is authorized to apply for a special inspection warrant pursuant to Section 66.0119, Stats.

5) Inspection results. The findings of inspection by the Building Inspector, plumbing inspector and electrical inspector are intended to report conditions of non-compliance with code standards that are readily apparent at the time of inspection. The inspection does not involve a detailed examination of the closed structural and non-structural elements or the mechanical systems of the building and premises. No warranty of the operation, use, or durability of equipment and materials not specifically cited in the findings of inspection are expressed or implied.

Section 1.5 - Violations and Penalties

1) Prohibition. No person, entity, or firm may construct, remodel, demolish, or repair any building in a manner which violates any provision or provisions of this ordinance.

2) Every person, firm, or entity which violates this code shall, upon conviction, forfeit not less than $25.00 nor more than $1,000.00 for each day of non-compliance, together with the costs of prosecution.

3) Violations discovered by the Building Inspector shall be corrected within 30 days, or more if allowed by the Inspector, after written notice is given. Violations involving life safety issues shall be corrected in a reasonable time frame established by the Building Inspector.

4) Compliance with the requirements of this ordinance is necessary to promote the safety, health, and well-being of the community and the owners, occupants, and frequenters of buildings. Therefore, violations of this ordinance shall constitute a public nuisance that may be enjoined in a civil action.

Section 1.6 – Unsafe Buildings – Razing or Repair

1) Whenever the Building Inspector shall find that any building or structure, or any part thereof, is dangerous to life or adjoining property by reason of bad conditions, defective construction, overloaded floors, decay, lack of guards against fire, general dilapidation or other cause, he or she shall order the owner of or tenant thereof to cause the same to be made safe or to be removed, as in the judgment of the Building Inspector may be necessary; and he or she shall also affix a notice of such order in a conspicuous place on the outside wall of the building. No person shall remove or deface such notice. The owner or tenant of such building or structure shall thereupon immediately cause the same to be made safe, or to be removed, as ordered.
Any person who fails to comply with any such order shall be guilty of a violation of this section.

2) Where the public safety requires immediate action, the Building Inspector shall enter upon the premises with such assistance as may be necessary and cause the building or structure to be made safe or to be removed, and the expense of such work may be recovered by the Town in an action against the owner or tenant.

3) Whenever any building or portion thereof is, in the judgment of the Building Inspector, so old, dilapidated, or out of repair and consequently dangerous, unsafe, unsanitary, or otherwise unfit for human habitation and unreasonable to repair, order the owner of the building to raze the building or, if the building can be made safe by reasonable repairs, order the owner to either make the building safe and sanitary or to raze the building, at the owner's option; or, where there has been a cessation of normal construction of any building or structure for more than two years, to raze and remove such building or part thereof. The order

shall specify a time within which the owner shall comply therewith and shall specify repairs, if any. It shall be served as provided by Wis. Stats. § 66.0413.

a) If the owner fails or refuses to comply within the time prescribed, the Building Inspector shall cause the building, or part thereof, to be razed and removed or closed if unfit for human habitation, use or occupancy. The cost of such razing and removal or closing shall be charged against the real estate upon which the building is located and shall be a lien upon such real estate and the amount thereof shall be certified by the Building Inspector to the Town Treasurer, which shall be collected as a special tax.

b) If the building, or part thereof, is unsanitary and unfit for human habitation, occupancy, or use, and is not in danger of structural collapse, the Building Inspector shall placard the premises as follows: "This Building Cannot Be Used for Human Habitation, Occupancy, Or Use."

Section 1.7 – Severability

1) If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision and shall not affect the validity of any other provisions, sections, or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

Adopted by the Town of Caledonia, Columbia County, WI on this date_____.

DRAFT

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Portage, WI 53901

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Engineers • Consultants • Inspectors

AGREEMENT FOR MUNICIPAL PLAN EXAMINATION AND INSPECTION SERVICES

This Agreement for Municipal Plan Examination and Inspection Services ("**Agreement**") is made as of _TBD_____, _2024, by and between the Municipality and the Inspector.

ARTICLE 1 – FUNDAMENTAL TERMS

1.1 "**Municipality**" shall mean the Town of Caledonia, Columbia County, Wisconsin and its agents, employees, and authorized representatives.

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

1.3 "**Work**" shall mean, collectively, the following services to be performed by the Inspector with respect to residential and, to the extent of the Municipality's certification by or registration with the Wisconsin Department of Safety and Professional Services ("**DSPS**"), multifamily, commercial, industrial, and institutional building projects, including plumbing and electrical and additions and alterations, within the Municipality's jurisdictional boundaries (each, a "**Building Project**"): (i) examine and process building plans as required by the applicable codes; (ii) process building permits; (iii) coordinate, perform and complete required inspections for permitted building construction; (iv) collect and remit to the Municipality their percentage of the permit fees collected from applicants ("**Permit Fees**"); (v) prepare and submit monthly plan examination and permit activity reports; and (vi) complete and submit a year-end report to the Municipality after the end of each calendar year.

1.4 **Scope.** The Inspector shall perform the Work for the Municipality pursuant to and in accordance with the terms and conditions of this Agreement.

1.5 **Compensation.** The Inspector shall compensate the Municipality its percentage for the Work on the basis of the fee schedule attached hereto as Addendum A; the Inspector shall remit to the Municipality 10% from permit fees collected. The Municipality acknowledges and agrees that the Inspector has the right to review and amend the Fee Schedule at the commencement of each Renewal Term, provided, however, that any change in the Fee Schedule shall not be effective until thirty (30) days after written notice of the change is delivered to the Municipality by Inspector.

This Agreement is subject to the terms and conditions as shown on pages 2 through 4 hereof. The Municipality and the Inspector have signed this Agreement as of the date first written above.

Town of Caledonia

By:_____

Print Name:_____

Date:_____

General Engineering Company

By:_____

Print Name:_____

Date:_____

ARTICLE 2 – PERFORMANCE STANDARDS

The Inspector shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services with respect to the category of services being performed. The Municipality acknowledges and agrees that: (i) plan examinations to be provided as part of the Work shall be solely based on the statements, representations, and information in the application, plans and other required and related submissions, including, but not limited to, statements, information and representations as to the location, measurement and/or identification of boundary lines, easements, and elevations; and (ii) inspections to be provided as part of the Work: (a) shall be based only upon visible, observable, and accessible conditions as they exist at the time of inspection; (b) are not designed or intended to predict future conditions; and (c) do not cover any latent defects, concealed defects, or defects not reasonably observable in the course of or at the time of inspection.

ARTICLE 3 – TERM AND TERMINATION

3.1 **Initial Term and Renewal.** This Agreement shall become effective on TBD, 2024 (the "**Effective Date**") and shall, unless earlier terminated pursuant to Section 3.2, remain in full force and effect until December 31, 2024 (the "**Initial Term**"). The Inspector shall begin performing the Work pursuant to this Agreement upon the Effective Date. Unless earlier terminated pursuant to Section 3.2, this Agreement shall automatically renew for successive twelve (12) month periods (each a "**Renewal Term**") unless either party gives written notice of nonrenewal (a "**Nonrenewal Notice**") at least ninety (90) days prior to the end of the then-current term, in which case the Agreement shall terminate at the end of the then-current term.

3.2 **Termination.** Either party may terminate this Agreement for any reason or no reason upon 60 days advance written notice to the other party (a "**Termination Notice**"), which notice shall set forth the date of termination of this Agreement. The Municipality shall remain liable to the Inspector for compensation for all Work (or Additional Services) performed by the Inspector prior to the date set forth in the Termination Notice for the termination of this Agreement. The Inspector may terminate this Agreement immediately and without notice if the Municipality fails to make timely payment of an invoice from the Inspector. Upon the termination of this Agreement under this Section 3.2 or nonrenewal pursuant to a Nonrenewal Notice, the Inspector shall have no further responsibilities with respect to any ongoing building project and shall retain all compensation paid as of the date of termination for the Work. If this Agreement is terminated pursuant to a Termination Notice or Nonrenewal Notice and the Inspector has collected Permit Fees, Inspector shall deliver such Permit Fees to the Municipality.

ARTICLE 4 – ADDITIONAL SERVICES

Notwithstanding anything in Section 1.3 to the contrary, the Work shall be limited to building plan examinations and inspections necessary to administer and enforce ch. 316, Electrical Code, chs. SPS 320 to 327, Uniform Dwelling Code, chs. SPS 361 to 366, Commercial Building Code, and chs. SPS 380 to 387, Plumbing Code, shall not include services for which the Municipality is not certified by or registered with DSPS to perform, and, regardless of the Municipality's codes and/or ordinances, shall not include any ancillary or related services, including, but not limited to, zoning, planning, floodplain zoning, or shoreland zoning administration. In the event the Inspector provides services beyond those set forth in Section 1.3 at the direction of the Municipality (collectively, "**Additional Services**"), then the Municipality shall pay the Inspector for all such Additional Services based on the Inspector's then current hourly rates as set forth in the Inspector's fee schedule, which present fee schedule is set forth in Addendum A, plus expenses.

ARTICLE 5 – INSURANCE

The Inspector shall maintain: (i) commercial general liability insurance in the minimum amount of $1,000,000.00, with Municipality named as an additional insured thereon; (ii) a professional liability policy of $2,000,000.00; and (iii) workers' compensation insurance covering all employees or agents of the Inspector assisting or participating in any way in the rendering of Work under this Agreement and in an amount not less than that required under Wisconsin law.

ARTICLE 6 – RELATIONSHIP OF THE PARTIES

6.1 **General.** It is understood, agreed, and is the intent of the parties that the Inspector is at all times acting and performing as an independent contractor, not as a servant or employee of the Municipality, and the Inspector shall not hold itself out as such. The Inspector is solely responsible for the Inspector's employee benefit, tax withholding, employment taxes and workers' compensation insurance, and for complying with all other applicable laws, rules and regulations with regard to the Inspector's performance of the Work. The Inspector shall be solely liable for all Federal and State tax liability associated with any payments received from the Municipality under the terms of this Agreement. Each party shall furnish all legal, insurance and accounting services as may be reasonably necessary at any time for the services and to meet each party's needs and interests. Nothing in this Agreement shall be deemed to create an employment, partnership, or joint venture relationship between the Municipality and the Inspector or any of the Inspector's employees. Neither party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party. Both the Municipality and the Inspector expressly acknowledge that the Municipality is not liable for unemployment compensation with regard to any services provided by the Inspector in accordance with the Agreement. The Inspector shall not receive from the Municipality any retirement or savings benefits, health insurance, or any other benefit offered to the Municipality's employees. Notwithstanding the foregoing or any other provision of this Article 6, the Inspector shall be the Municipality's "agent" as that term is specifically utilized and defined by the court in *Estate of Lyons v. CNA Ins.*, 207 Wis. 2d 446, 558 N.W.2d 658 (Ct. App. 1996) and as further explained in *Melchert et al. v. Pro Electric Contractors et al.*, 2017 WI 30, for purposes of governmental contractor immunity.

6.2 **Licensing.** The Inspector is responsible for, and shall keep in full force and effect, any necessary federal and/or state licensing and bonding, and shall comply with all federal and state law regarding any services to be provided pursuant to this Agreement. The Municipality warrants and represents that it is certified by and registered with DSPS to perform the building plan examinations and building inspection services to be performed by Inspector under this Agreement.

6.3 **Facilities and Equipment.** The Inspector shall maintain a separate business from the Municipality with its own office, equipment, materials, and other such facilities. The Inspector shall be responsible for providing all code books, technical manuals and inspection equipment, incurring the cost of all necessary professional organization dues and costs of on-going training and re-certification, and a properly registered and insured vehicle for use while performing services, including the costs of maintenance and fuel.

6.4 **Means of Performing Work.** The Inspector shall control the means of providing services under this Agreement, and the Municipality will not control the details of the Work. The Municipality shall have no control or supervision over the Inspector, other than accepting or rejecting the Work. Inspector is not required to work any set number of hours per week, any schedule or any routine. The Municipality has no right to compel the Inspector to work at a certain time, to travel to any particular location, to canvass a certain territory, or to work at specific places or at specific times. Any and all agreed upon office hours between the Municipality and the Inspector are subject to change depending on the availability of the Inspector. In addition, the Inspector has a right to alter any agreed upon office hours during times of the year when permit

applications have decreased. In addition, the Municipality cannot compel the Inspector to enter into any structure that the Inspector deems unsafe or which may cause said Inspector bodily harm until said building is deemed to be safe for entry.

6.5 **Municipality's Property.** The Inspector has no right to, and shall not, use the Municipality's name, symbol, or logo in the promotion of the Inspector's business or other activities, unless preapproved in writing by Municipality.

6.6 **Hold Harmless and Indemnification.** Liability for bodily injury, disability and/or death of Inspector employees shall be assumed by Inspector. Inspector shall indemnify, defend and hold Municipality harmless against all claims, actions, proceedings, damages and liabilities, including reasonable attorney's fees and whether for bodily injury, disability and/or death of any person or for damages to property, resulting from the negligent acts, errors or omissions or willful misconduct of Inspector, its employees, agents, representatives or other person(s) doing business with Inspector in connection with this Agreement. However, Inspector shall not be liable to Municipality for damages incurred by Municipality due to the negligent or intentional acts or omissions of Municipality or its employees, agents, or representatives. This section is not to be in conflict with Section 893.80(4), Wis. Stats.

ARTICLE 7 – DOCUMENTS AND RECORDS

7.1 **Municipality's Obligations.** The Municipality shall timely provide all data, information, plans, specifications, records and other documentation required by Inspector to perform the Work. Notwithstanding anything to the contrary in this Agreement, the Municipality acknowledges and agrees that the Inspector shall be entitled to rely upon the adequacy, accuracy and completeness of any and all data, information, plans, specifications, records and other documentation that the Municipality provides to the Inspector relative to the Work.

7.2 **Inspector's Obligations.** Inspector acknowledges and agrees that the Municipality is subject to the Public Records Law of the State of Wisconsin. The Inspector shall maintain copies of all data, information, plans, specifications, records (as defined by §19.32(2), Wis. Stat.) and other documentation utilized or created on behalf of the Municipality in the performance of the Work (collectively, the "**Inspector's Records**") for a period of time not less than 7 years from the date of creation or last utilization thereof. Inspector will provide Municipality with electronic copies of any Inspector's Records requested by Municipality. All original data, information, plans, specifications, records (as defined by §19.32(2), Wis. Stat.) and other documentation relating to the Work (collectively, the "**Original Records**") performed shall be housed at the offices of the Municipality. The Inspector shall assist the Municipality in answering or responding to requests for open records but shall not be considered the records custodian for purposes of determining whether or not records should be provided in response to a request. The Inspector shall not destroy any Original Records without the written permission of the Municipality. Inspector shall indemnify and hold harmless Municipality for any liability, including without limitation, attorney fees, related to or in any way arising from Inspector's: (i) failure to maintain the Inspector's Records for the period of time required under this Section 7.2; (ii) failure to deposit the Original Records with Municipality; or (iii) destruction of Original Records without the written permission of Municipality. This Section 7.2 shall survive the termination of this Agreement; provided, however, upon termination of this Agreement, Inspector may deliver the Inspector's Records to Municipality, and if Inspector so delivers the Inspector's Records to Municipality, this Section 7.2 shall not survive termination of this Agreement.

ARTICLE 8 – THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of the parties hereto and no third-party rights are intended or implied except with respect to permit applicants and, if a permit applicant is not the owner(s) of the real property to be improved pursuant to the applied for permit, the owner of the real property to be improved pursuant to the applied for permit (collectively, the "**Third Parties**"). The parties acknowledge and agree that: (i) the approval or conditional approval of a building plan shall not be construed as an assumption of any responsibility on the part of the Municipality or Inspector for the design or construction of the permitted improvement; (ii) the issuance of a building permit creates no legal liability, express or implied, on the Municipality or Inspector; (iii) the Third Parties are responsible for complying with all applicable codes, statutes, ordinances relative to the permitted improvements and the conditions of the building plan approval or building permit; (iv) no examination or inspection made by Inspector at any time relieves the Third Parties of responsibility for complying with all applicable codes, statutes, ordinances relative to the permitted improvements or the conditions of the building plan approval and/or permit; (v) excepting Inspector's obligation to indemnify, defend and hold Municipality harmless pursuant to Section 6.6, Inspector is released and discharged from any and all liability, claims, demands or causes of action that the Third Parties may hereafter have for injury, death or other damages arising out of or related to the permitted improvements, including, but not limited to, negligence claims, warranty claims and/or breach of contract claims; and (vi) the approvals, inspections, permits, reports and findings issued after the examinations, reviews or inspections are not intended as, nor are they to be construed as, a guarantee. In furtherance of the foregoing, the following disclaimer shall be included on all reviews or inspections: *The review of applications and/or the findings of inspection contained herein are intended to report conditions of noncompliance with applicable codes, statutes, and ordinances relative to the permitted improvements that are readily apparent at the time of review or inspection. The review or inspection does not involve a detailed examination of the property lines or surveys, mechanical systems or the closed structural and nonstructural elements of the building and premises. No warranty of the operation, use or durability of equipment, materials, products, or improvements is expressed or implied.*

ARTICLE 9 – NOTICES

All notices, demands, and communications provided for under this Agreement shall be delivered by first class mailing, postage prepaid, or e-mail addressed in each case as follows, until some other address shall have been designated in a written notice given in like manner, and shall be deemed to have been given or made when so delivered or mailed: (i) if to the Inspector, General Engineering Company, c/o Michael E. Parrott, PO Box 340, 916 Silver Lake Drive, Portage, WI 53901; e-mail: mparrott@generalengineering.net ; and (ii) if to the Municipality, Town of Caledonia, c/o Barb Davis, N5479 Beich Rd. Portage, WI 53901; e-mail: caltown@caltown.org.

ARTICLE 10 – MISCELLANEOUS

10.1 **Amendment of Agreement.** This Agreement may be amended, modified, or superseded only by a written instrument executed by all of the parties to this Agreement.

10.2 **Waiver.** The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right at a later time to enforce that provision. No waiver by any party of any breach of any term contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach or a waiver of any other term contained in this Agreement.

10.3 **Severability.** If any covenant, term or provision of this Agreement is held to be invalid or unenforceable for any reason, it is agreed that such invalidity or unenforceability shall not affect any other covenant, term or provision of this Agreement, and that the remaining covenants, terms, and provisions, or portions thereof, shall remain in full force and effect.

10.4 **Counterparts and Copies.** This Agreement may be fully executed in separate counterparts by each of the parties hereto, such counterparts when combined constituting but one and the same instrument. Such counterparts may be exchanged electronically via e-mail or facsimile transmission, which shall be deemed an original. A copy of this Agreement shall have the same full force and effect as the original.

10.5 **Successors and Assigns**. Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors and allowed assigns.

10.6 **Jurisdiction and Governing Law.** All actions or proceedings in any manner relating to or arising out of this Agreement may be brought only in courts of the State of Wisconsin located in Columbia County, and the Municipality hereby consents to the jurisdiction of such court. The Municipality hereby waives any objection to the venue of such court. This Agreement shall be governed by the laws (excluding conflicts of laws rules) of the State of Wisconsin. To the extent of any conflict between the terms of this Agreement and the Municipality's codes or ordinances, this Agreement shall control.

10.7 **Integration.** This Agreement, including the Addendum hereto, constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof and supersedes all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matters hereof.

ARTICLE 11 – CURRENT HOURLY RATES

2024 hourly rates for Additional Services are as follows:

Expert Witness	$300/hr	Professional Land Surveyor	$125/hr
Principal	$150/hr - $180/hr	Field Crew Chief (1-person Total Station)	$82/hr
Project Engineer or Project Manager	$110/hr - $140/hr	Field Crew Chief (1-person GPS)	$164/hr
Staff Engineer	$90 - $125/hr	Land Survey Crew	$164/hr
Technician	$70 - $115/hr	Grant & Funding Staff	$100-$120/hr
GIS Staff	$60 - $80/hr	Administration and Support Staff	$45/hr
Zoning Administration	$125-$160/hr	GEC Mileage Rate	$0.70/mi

Meeting Attendance per Request by Municipality

1. Field Inspector	$85.00 / hour + Mileage/Expenses
2. Inspection Department Head	$125.00 / hour + Mileage/Expenses
3. Engineering Staff	$130.00 / hour + Mileage/Expenses

ADDENDUM A
Town of Caledonia
BUILDING INSPECTION FEE SCHEDULE

BUILDING PERMITS	GEC FEES	FEES
1) Residential Early Start	$150.00	$165.00
2) New Residential (includes garage, decks & basements) (Mechanicals included)	$0.25 per sq. ft. (Min. Fee $700.00)	$0.28 per sq. ft. (Min. Fee $770.00)
3) Manufactured & HUD Dwellings (plus mechanical costs)	$350.00 plus $0.25 per sq. ft. for basements, attached garage and decks	$385.00 plus $0.28 per sq. ft. for basements, attached garage and decks
4) Camping Units	$250.00 (Includes State Insignia) + Mechanical Costs	$275.00 (Includes State Insignia) + Mechanical Costs
5) State Seal	$35.00	$35.00
6) Residential Additions	$0.25 per sq. ft. (Min. Fee $175.00) + Mechanical Costs	$0.28 per sq. ft. (Min. Fee $193.00) + Mechanical Costs
7) Residential Remodels & Alterations	$0.25 per sq. ft. (Min. Fee $116.00) + Mechanical Costs	$0.28 per sq. ft. (Min. Fee $128.00) + Mechanical Costs
8) Residential Electrical (Including Service Upgrade)	$125.00	$138.00
9) Residential Plumbing	$95.00	$105.00
10) Residential HVAC	$95.00	$105.00
11) In Ground Pools	$250.00	$275.00
12) Detached Garage/Sheds/Accessory Buildings (>120 sq. ft.)	$0.15 per sq. ft. (Min. Fee $150.00) + Mechanical Costs	$0.17 per sq. ft. (Min. Fee $165.00) + Mechanical Costs
13) Decks	$0.58 per sq. ft. (Min. Fee $116.00)	$0.64 per sq. ft. (Min. Fee $128.00)
14) New One- & Two-Family Erosion Control	$95.00	$105.00
15) Residential Additions Erosion Control	$60.00	$66.00
16) Raze/Demo	$60.00	$66.00
17) Preliminary Inspection for Relocation of Structure	$290.00	$319.00
18) Commercial Early Start	$175.00	$193.00
19) Commercial New Construction & Additions: Multi-Family (3 family or more), Restaurants, Motels, Offices, CBRF, Taverns, Mercantile, Assembly Halls, Manufacturing and Industrial, Schools, Hospitals, Institutional, and Vehicle Repair and Storage, etc.	Construction $0.15 per sq. ft. (Min. Fee $150.00) Electrical $0.06 per sq. ft. Plumbing $0.06 per sq. ft. HVAC $0.05 per sq. ft.	Construction $0.17 per sq. ft. (Min. Fee $165.00) Electrical $0.07 per sq. ft. Plumbing $0.07 per sq. ft. HVAC $0.06 per sq. ft.
20) Minimum Comm. Plumbing or Minimum Comm. HVAC Fee	$100.00	$110.00
21) Minimum Commercial Electrical Fee	$160.00	$176.00
22) Commercial Remodel	$0.10 per sq. ft. (Min. Fee $150.00) + Mechanical Costs	$0.11 per sq. ft. (Min. Fee $165.00) + Mechanical Costs
23) Commercial New Construction, Additions or Remodel For Storage Buildings or Shell Buildings	$0.09 per sq. ft. (Min. Fee $150.00) + Mechanical Costs	$0.10 per sq. ft. (Min. Fee $165.00) + Mechanical Costs
24) Commercial Erosion Control	$175.00 for the first acre & $60.00 per acre thereafter	$193.00 for the first acre & $66.00 per acre thereafter
25) Re-Inspection for Corrective Actions Ordered	$85.00 Each Additional Inspection	

ADDENDUM A
Town of Caledonia
BUILDING INSPECTION FEE SCHEDULE

BUILDING PERMITS	**GEC FEES**	**FEES**
26) Residential Solar PV Systems Installation		
System Rating AC: 0.1kW – 15kW	$340	$374
System Rating AC: Over 15kW	$340 plus $15/kW over 15kW	$374 plus $16.5/kw over 15kW
27) Commercial Solar PV Systems Installation		
System Rating AC: 0.1kW – 25kW	$450	$495
System Rating AC: 25.1kW – 50kW	$450 plus $15/kW over 25kW	$495 plus $16.5/kW over 25kW
System Rating AC: 50.1kW – 100kW	$825 plus $10/kw over 50kW	$910 plus $11/kW over 50kW
System Rating AC: 100.1kW – 200kW	$1,325 plus $7/kW over 100kW	$1,450 plus $8/kW over 100kW
System Rating AC: 200.1kW – 1MW	$2,025 plus $2/kW over 200kW	$2,225 plus $2.25/kW over 200kW
System Rating AC: Over 1MW	$3,625 plus $25/MW over 1MW	$3985 plus $27.50/MW over 1MW

No permits required for siding or same size replacements of windows and doors. Roof permit issued by Clerk.

All work started without first obtaining a building permit will be subject to double the inspection fees.

COLUMBIA COUNTY

Highway and Transportation

608-429-2136
FAX: 608-429-3750
E-MAIL: highway@co.columbia.wi.us
WEBSITE: www.co.columbia.wi.us

303 Old Highway 16 West
P.O.Box 875
Wyocena, WI 53969-0875

April 24, 2024

Stephanie Brensike
N4470 State Rd 78
Portage, WI 53901

Dear Stephanie,

The estimate you requested is as follows:

Allan Rd - N4412 – Top of Curve, (360' 20')

***Mill the existing blacktop from the Curve to N4412**

***Pave the super elevation to the West to redirect water to the ditch**

***Install a 2' gravel shoulder where needed.**

Total Project Cost: **$25,000.00**

If you have any questions please contact me at (608) 429-2136

Sincerely,

Don Nichols, Asset Program Manager
Columbia County Highway and Transportation