

NOTE: The Park Board will call its meeting to order in the Village Board Room and hold a Joint Meeting with the Village Board to discuss the 2011 Park Budget. Following the Joint Meeting, the Park Board will continue with its regularly scheduled monthly meeting in the Community Room

AGENDA

**VILLAGE OF OREGON
REGULAR PARK BOARD COMMITTEE MEETING AND JOINT BUDGET
MEETING
WITH VILLAGE BOARD**

**Wednesday, October 6, 2010
7:00 P.M.**

Lower Level
Village Hall
117 Spring Street
Oregon, WI 53575

1. Call to order
2. Roll Call
3. **Joint Meeting with Village Board at Approximately 7:00PM**
4. **Update regarding Revised Grass Mowing Schedule Implemented in 2010 due to budget constraints**
5. **Park Board Recommendation to the Village Board re: General Fund Park's Budget in 2011 Preliminary Budget**
6. **Park Board Recommendation to the Village Board re: Park Fund in 2011 Preliminary Budget**
7. **Park Board will return to its regularly scheduled meeting in the Community Room**
8. Approval of Minutes – 9/1/10
9. Public Appearances
 - a) Lerner Conservation Park – Oregon Rotary – Possible Recommendation to Village Board Eagle Scout Projects
 - b) Discussion regarding Development of an Athletic Field Plan in Jaycee Park with Rettler

10. Communications and Miscellaneous Business
 - a) Initial Discussion and Possible Recommendation to the Village Board re: Draft Ten-Year Capital Improvement Plan for Parks
 - b) Discussion and Possible Recommendation to Village Board re: Proposal to Complete Revised Outdoor Plan to be in compliance with DNR Standards
 - c) Discussion of Kathy Esch's September 8th Email regarding 2011 Tree Planting in Village Parks
11. Unfinished Business
12. New Business
13. Report of Public Works/Parks Department
14. Items for Future Meetings and Future Assignments
 - a) Ribbon Cutting for Jefferson Street/North Alpine Parkway Bike/Pedestrian Path and Dedication of Keller Alpine Meadows Park
 - b) Jim Lease Merri-Hill 4th Edition
 - c) Anderson County Park with Laura Guyer from Dane County
 - d) Discussion re: moving Dega Park playground equipment - Possible West Side Community Park
 - e) 6/07/10 Jt. w/ Village Board – Not available
15. Adjournment

Committee Members: Jon Blanchard; Vacant; Dan Olson; School Representative: Ron Novinska; Chamber Representative: Chad Winklepleck; Student Representative: Vacant; Village Board Representative: David Donovan, Rotary Representative: Rich Strohmenger

Notice is hereby given that a majority of the Village Board of the Village of Oregon is expected to be present at the meeting of the Park Board scheduled for October 6, 2010 to gather information about subjects over which they have decision making responsibility. This constitutes a meeting of the Village Board of the Village of Oregon pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 N.W. 2d 480 (1993) and must be noticed as such although the Village Board will not take any formal action at this meeting.

Any person who has a qualifying disability as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format must contact the Village Clerk at (608) 835-3118, 117 Spring Street, Oregon, Wisconsin, at least twenty-four hours prior to the commencement of the meeting so that any necessary arrangements can be made to accommodate each request.

5 3 6

Renee Hoeft

From: Michael Gracz
Sent: Monday, September 27, 2010 8:47 AM
To: 'jblanchard@oregonband.org'
Cc: Gary Disch; Renee Hoeft
Subject: RE: 2011 Park Budget Additions

Thanks.

I have prepared the agenda for the 6th. I will send it to both of you to review.

From: jblanchard@oregonband.org [mailto:jblanchard@oregonband.org]
Sent: Monday, September 27, 2010 7:37 AM
To: Michael Gracz
Cc: Gary Disch
Subject: 2011 Park Budget Additions

Hi Mike,

We came up with a few additions for the 2011 Park Board budget. I have listed them below. Please let me know if you have questions.

\$15,000 - shelter to be built by high school students (location TBD)
\$2,000 - replace sand in Stone Ridge Park with bark

We would also like to keep \$3,000 for trees and the same dollar amount for wood chips as a line item in the other account for next year. The other item we discussed was signage for Keller Alpine Meadows Park. I believe that money was to come from another source other than the parks budget. We would really like to move forward with something out there.

Thanks,
Jon

Total Control Panel

[Login](#)

To: mgracz@vil.oregon.wi.us [Remove](#) this sender from my allow list
From: jblanchard@oregonband.org

You received this message because the sender is on your allow list.

VILLAGE OF OREGON

2011 BUDGET

GENERAL FUND

	2009 ACTUAL	2010 BUDGET	YTD ACTUAL	2010 PROJECTED	2011 DEPT HEAD	2011 ADMIN	2011 ADOPTED	PERCENT CHANGE
PARKS								
00-55200-110 SALARIES MANAGERIAL	1,407	0	474	0	0	0	0	.00
00-55200-111 SALARIES SUPERVISORY	7,707	6,846	5,198	6,846	6,886	6,886	6,886	.58
00-55200-113 SALARIES OPERATIONS	51,033	54,188	43,789	54,188	54,520	54,520	54,520	.61
00-55200-114 OVERTIME	29	0	0	0	0	0	0	.00
00-55200-131 FICA	3,677	3,784	2,999	3,784	3,807	3,807	3,807	.61
00-55200-132 MEDICARE	860	885	701	885	890	890	890	.56
00-55200-133 PENSION	5,536	5,993	5,004	5,993	7,123	7,123	7,123	18.86
00-55200-134 HEALTH INSURANCE	12,751	17,321	18,257	17,321	19,992	19,150	19,150	10.56
00-55200-142 LONGEVITY	364	399	0	399	433	433	433	8.52
00-55200-143 LIFE INSURANCE/LTD	174	197	187	197	178	178	178	(9.64)
00-55200-193 WORKERS COMPENSATION	1,699	1,739	1,210	1,739	2,066	2,087	2,087	20.01
PERSONNEL	85,237	91,352	77,819	91,352	95,176	95,074	95,074	4.07
ELECTRICITY/GAS								
100-55200-221 ELECTRICITY/GAS	9,908	11,000	7,448	11,000	11,000	11,000	11,000	.00
100-55200-223 WATER & SEWER	2,070	2,866	1,618	2,866	2,866	2,950	2,950	2.93
100-55200-240 REPAIR & MAINT SERVICES OTHER	9,725	5,600	5,070	5,600	0	0	0	(100.00)
100-55200-290 OTHER CONTRACTUAL SERVICES	349	500	472	500	500	500	500	.00
CONTRACTED SERVICES	22,052	19,966	14,608	19,966	14,366	14,450	14,450	(27.63)
OFFICE SUPPLIES								
100-55200-310 OFFICE SUPPLIES	32	0	0	0	0	0	0	.00
100-55200-330 TRAINING	36	100	0	100	100	100	100	.00
100-55200-340 OPERATING SUPPLIES	23,741	11,800	7,774	11,800	11,800	11,800	11,800	.00
100-55200-361 TIRES	774	500	702	500	500	500	500	.00
100-55200-362 GAS/OIL	4,549	6,000	5,402	6,000	6,000	6,000	6,000	.00
SUPPLIES	29,132	18,400	13,878	18,400	18,400	18,400	18,400	.00

164

VILLAGE OF OREGON

2011 B SET

GENERAL FUND

	2009 ACTUAL	2010 BUDGET	YTD ACTUAL	2010 PROJECTED	2011 DEPT HEAD	2011 ADMIN	2011 ADOPTED	PERCENT CHANGE
100-55200-522 AUTO INSURANCE	230	328	275	328	328	328	328	.00
100-55200-524 PROPERTY INSURANCE	588	1,196	1,161	1,196	1,196	1,196	1,196	.00
OTHER EXPENSE	818	1,524	1,436	1,524	1,524	1,524	1,524	.00
TOTAL PARKS	137,240	131,242	107,741	131,242	129,466	129,448	129,448 (1.37)

165

VILLAGE OF OREGON

2011 BGET

PARK FUND

	2009 ACTUAL	2010 BUDGET	YTD ACTUAL	2010 PROJECTED	2011 DEPT HEAD	2011 ADMIN	2011 ADOPTED	PERCENT CHANGE
REVENUES								
403-44210 DOG LICENSE REVENUE	683	600	251	600	600	600	600	.00
403-46720 FEE	0	0	0	1,500	0	0	0	.00
403-48100 INTEREST INCOME	471	500	266	300	500	500	500	.00
403-48510 DONATIONS (SEE NOTES)	6,363	0	0	0	3,920	3,920	3,920	.00
403-48610 LAND RENT	2,300	1,600	0	1,600	1,600	1,600	1,600	.00
403-48622 SODA COMMISSION	943	1,500	548	1,000	1,500	1,500	1,500	.00
TOTAL FUND REVENUE	10,760	4,200	1,065	5,000	4,200	8,120	8,120	93.33
EXPENDITURES								
403-53100-113 SALARIES OPERATIONS	463	0	0	0	0	0	0	.00
403-53100-131 FICA	29	0	0	0	0	0	0	.00
403-53100-132 MEDICARE	7	0	0	0	0	0	0	.00
403-53100-133 PENSION	48	0	0	0	0	0	0	.00
403-53100-143 LIFE INSURANCE/LTD	0	0	0	0	0	0	0	.00
403-53100-193 WORKERS COMPENSATION	15	0 (1)	0	0	0	0	0	.00
403-57337-850 SIDEWALK/BIKE PATH	909	0	0	0	0	0	0	.00
403-57620-213 ENGINEERING	2,260	5,000	161	0	0	0	0	(100.00)
403-57620-214 PLANNER (SEE NOTES)	0	10,000	0	3,920	3,000	3,000	3,000	(70.00)
403-57620-340 OPERATING SUPPLIES	1,455	14,100	9,217	14,100	14,100	14,100	14,100	.00
403-57620-825 LAND IMPROVEMENTS (SEE NOTES)	0	0	0	0	0	15,000	15,000	.00
403-57620-830 PARK PLAYGROUND EQUIPME (SEE NOTES)	24,735	12,600	4,524	12,600	12,600	12,600	12,600	.00
403-57770-213 ENGINEERING	295	0	0	0	0	0	0	.00
403-59210-990 TRANSFER OUT TO OTHER FUNDS	0	50,000	0	0	0	0	0	(100.00)
TOTAL FUND EXPENDITURES	30,216	91,700	13,900	30,620	26,700	44,700	44,700	(51.25)
NET REVENUES OVER EXPENDITURES	(19,456)	(87,500)	(12,835)	(25,620)	(22,500)	(36,580)	(36,580)	58.19
BEGINNING OF THE YEAR FUND BALANCE	236,918	217,462	217,462	217,462	191,842	191,842	191,842	(11.78)
END OF THE YEAR FUND BALANCE	217,462	129,962	204,626	191,842	169,342	155,262	155,262	19.47

205

VILLAGE OF OREGON

2011 BUDGET

PARK FUND

2009 ACTUAL	2010 BUDGET	YTD ACTUAL	2010 PROJECTED	2011 DEPT HEAD	2011 ADMIN	2011 ADOPTED	PERCENT CHANGE
----------------	----------------	---------------	-------------------	-------------------	---------------	-----------------	-------------------

Budget Notes

- 403-48510 DONATIONS
~2011 donation for Jaycee park plan
- 403-57620-214 PLANNER
~2011 redesign of Jaycee Park \$3,920 in 2010 and \$3,000 in 2010
- 403-57620-825 LAND IMPROVEMENTS
~2011 Parking lot Kiser Park
- 403-57620-830 PARK PLAYGROUND EQUIPMENT
~2011
\$4,000 benches for westside park & 1 picnic table
update or additions to park equipment \$5,000 upgrade/replace worn out equipment
fence upgrading/repairs for Kiser Park ball fields \$7,200
- 10 ft wide Bike/Pedestrian path east side of N. Perry Parkway (future project)

NET REVENUES OVER EXPENDITURES

206

**Village of Oregon
JC Park Conceptual Plan Development**

August 19, 2010 revised September 10, 2010

Scope of Services

I. Data Gathering

- A. Obtain base map information including survey and topographic information, in digital format, provided by Village of Oregon / Dane County.
- B. Obtain existing wetland, floodplain, environmental corridor, utility data, and soils mapping as provided by local regulatory agency (Dane County, WDNR, etc.).
- C. Review Village of Oregon planning and zoning requirements/approvals required for redevelopment of park and facility.
- D. Review Village of Oregon Comprehensive Outdoor Recreation Plan for conformance of proposed improvements to Village standards.

II. Site Analysis (2 Meetings)

A. Prepare a base map of the existing site and analyze the following:

- 1. Topography and slope.
- 2. Drainage.
- 3. Soils.
- 4. Pedestrian circulation.
- 5. Natural areas/environmental corridors.
- 6. Utility locations.
- 7. Vehicular traffic flow and parking.
- 8. Buildings and other facilities.
- 9. Future needs and expansion.
- 10. Existing trees/vegetation.
- 11. Adjacent land uses.

B. Need Assessment

1. Facilitate kick-off meeting with user groups, to identify goals and objectives, schedule, and desired facilities to generate approximate spatial commitments to each activity proposed. Facilitate user group workshop meeting and document comments for park planning input. Likely site components and other items to be evaluated include:

- a) Needs identified by Village Park and Recreation Department
- b) Needs identified by Oregon Youth Baseball

- c) Needs identified by Oregon School District
 - d) Needs identified by Oregon Soccer Association
 - e) Needs identified by Adjacent Neighborhood
 - f) Needs identified by Oregon Girls Softball group
 - g) Needs identified by Oregon Boys Football group
 - h) Identify and review how adjacent existing and or planned facilities will work in conjunction with JC Park proposed uses.
 - i) Joint parking needs for all users and public.
 - j) Identify storm water regulation and requirements and the possibility of combined storm water management with Hockey facility and School District facilities.
 - k) Proposals and phasing considerations of future improvements.
 - l) Site circulation including pedestrian and vehicular traffic.
 - m) Baseball field lighting, electric systems, and other utilities.
 - n) Safety issues.
 - o) Review adjacent property impacts.
 - p) Overall site drainage (surface water and underground control systems).
 - q) ADA compliance.
- 2. Summarize and document site needs list for review with client.
 - 3. Obtain approval, of need criteria, with client prior to proceeding with conceptual plan development.

III. Concept Plan Development (1 Meeting)

- A. Provide up to two (2) preliminary plan layouts.
- B. Present concepts to client for review and comment.
- C. Refine conceptual plan, provide and review preliminary cost estimate with staff.
 - 1. Provide itemized cost estimate for site specific improvements, utilizing Rettler Corporation construction cost estimates developed from similar projects in 2010.
 - 2. Recommend priority order within funding constraints.
 - 3. Providing phasing cost estimates as developed with critical input from Owner.
 - 4. Identify funding from other non-city organizations and regulatory bodies.
 - 5. Identify potential permit applications from regulatory agency.
- D. Develop preferred conceptual plan(s), based on staff input.

IV. Master Plan Development (2 Meetings)

- A. Develop final Master Plan for Park based on planning process completed to date.

- B. Present final Master Plan and cost estimates to Client and Park and Recreation Board, and Village Board.
- C. Provide copies of all presentation materials.
- D. One (1) 24" X 36" color rendering of the Final Plan. Provide rendering in digital format for use by Owner.

V. Compensation of Services

- A. All payments will be billed against the "Not to Exceed" total.
- B. If the Owner changes the Scope of Services after initiation of services, the Consultant has the right to renegotiate the compensation for the charged services.
- C. All governmental fees will be paid directly by the Owner.
- D. Periodic invoices will be submitted on a 30-day basis. The billing amount will be determined based upon the current percent completion of services.
- E. Geotechnical services and property or topographic survey services are not included. Rettler Corporation will utilize existing information.
- F. The following items are not included in this proposal. If required we will negotiate as needed.
 - 1. Construction documents
 - 2. Permit applications
 - 3. Wetland delineation
 - 4. Construction layout
 - 5. Landscape plan
 - 6. Site topographic survey
 - 7. Geotechnical investigations

VI. Schedule of Not to Exceed Payment

A. Items I-IV.....\$6,920.00

Rettler Corporation

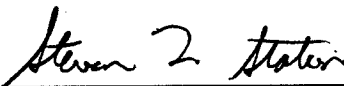


Rick Rettler, RLA, ASLA
President

September 10, 2010

Date

Village of Oregon



9-21-2010

Date



VANDEWALLE & ASSOCIATES INC.

To: Village of Oregon Park Board
From: Jessica Schmiedicke
Date: August 27, 2010
Re: Park Plan Update Proposal

As requested, I have reviewed the Village's updated 2010 Outdoor Recreation Plan. Overall, the new Plan will be a useful tool for guiding park and recreation maintenance and development decisions in the future. However, I would recommend the following additions and revisions to meet WisDNR guidelines and State Statutes related to impact fees, and ensure a user-friendly and implementable Plan.

1. Revise Text to Meet WisDNR Guidelines.

The WisDNR's "Guidelines for the Development of Local Comprehensive Outdoor Recreation Plans" identifies the required components for an approved plan. While the updated Plan includes the majority of these components, detailed information related to the social and physical characteristics of the Village and as assessment of the State's Comprehensive Outdoor Recreation Program is needed.

Cost: \$350

2. Revise Needs Assessment.

The needs assessment in the updated Plan includes an analysis using acreage standard, service area, recreational demand, and resource preservation. The Plan uses an acreage standard of 15 acres per 1,000 residents, which is based on national averages, but this standard bears no relationship to Oregon's current level of service for Village-owned active parkland. I recommend establishing an Oregon-specific level of service and projecting future need based on that level or a different number that is clearly defended in the Plan. Also, I recommend noting that the Park Plan uses the population projections from the Comprehensive Plan when calculating the number of future additional residents to ensure consistency between documents.

Cost: \$850

120 East Lakeside Street • Madison, Wisconsin 53715 • 608.255.3988 • 608.255.0814 Fax
611 North Broadway • Suite 410 • Milwaukee, Wisconsin 53202 • 414.421.2001 •
414.732.2035 Fax
www.vandewalle.com

Shaping places, shaping change

3. Prepare GIS Maps.

The updated Plan includes a map graphic of existing and proposed park locations. I recommend preparing the following GIS-based maps: Map 1 Existing Park and Open Space Facilities, Map 2 Existing Service Areas, Map 3 Future Park and Open Space Facilities. The recently prepared Bike and Pedestrian Plan Map could serve as a starting point for all of these maps. Also, the bike and pedestrian recommendations should be included on Map 3 and in the text of the Plan.

Cost: \$1,700

4. Provide a Photo Inventory of Existing Parks.

The updated Plan includes detailed air photos maps of existing Village Parks. It appears as if these images are from the internet, in which case they are copyright protected and cannot be used without permission. Our GIS inventory includes high quality air photos from 2008. We could use these images as well as photos taken on the ground to create an inventory of existing Village parks.

Cost: \$1,000

5. Attend Park Board Meetings.

I will attend two Park Board meetings to discuss Village policies and review draft materials prepared in tasks 1 through 4.

Cost: \$350

While not included in this cost proposal, the Village should consider reviewing its subdivision ordinance to ensure that land dedication and fee-in-lieu of dedication requirements reflect up-to-date land costs and parkland level of service standards identified in the updated Plan. In addition to land dedication and fees-in-lieu of dedication requirements, many communities in Wisconsin are also establishing park improvement fees, which are intended to fund certain park improvements, as permitted under State Statutes. Fees collected must bear a rational relationship to the need for land acquisition or improvement resulting from new development. Mike Slavney and I would be happy to discuss these issues with the Village.

The total cost for all the proposed tasks is \$4,250. We look forward to discussing our proposal with the Village. Please contact us with any questions.

September 20, 2010

Mr. Michael G. Gracz
Administrator
Village of Oregon
117 Spring Street
Oregon, WI 53575-1494

RE: Village of Oregon Outdoor Recreation Plan Update

Dear Mr. Gracz:

Ruekert/Mielke is pleased to submit this proposal to the Village of Oregon to assist with finalizing the draft of the Village of Oregon Outdoor Recreation Plan, so that it is in compliance with Wisconsin Department of Natural Resources (WDNR) requirements for development of a Comprehensive Outdoor Recreation Plan (CORP). We have reviewed the existing draft of the Plan and have identified deficiencies that need to be addressed before WDNR approval can be obtained. The Plan will be an update of the Village of Oregon Outdoor Recreational Plan, adopted in March of 2002, and it will include all necessary components for approval. We propose to provide services to complete the project as outlined in this proposal.

Comprehensive Outdoor Recreation Plan Update

A. Purpose

The Village of Oregon seeks assistance with finalizing the draft of the Village of Oregon Outdoor Recreation Plan (the Plan). Subsequent approval and adoption of the Plan will afford the Village eligibility to participate in park-related funding programs administered by the Wisconsin Department of Natural Resources for a period of five years.

B. Proposal

Ruekert/Mielke will provide the following services to address deficiencies in the current draft, to bring the Plan into compliance with WDNR requirements:

1. Attend a project kickoff meeting with Village staff and the Park Board to finalize the project schedule, public input methods, meeting and deliverable dates, lines of communication, and billing procedures.
2. Research and compile information specific to the planning region and provide a more detailed description of the physical characteristics of the planning region, to include topography, water resources, climate, soils and flora and fauna.



Mr. Michael G. Gracz
Re: Comprehensive Outdoor Recreation Plan
September 20, 2010
Page 2

3. Provide a review of the 2002 Village of Oregon Outdoor Recreational Plan and the Dane County Parks & Open Space Plan for their application to current Plan recommendations.
4. Conduct a public input process to complete the needs assessment of the existing park system:
 - a. Attend one (1) public meeting to obtain input regarding the current and future state of the Village park system.
 - b. Assistance with the development of a needs assessment survey can be substituted for the public meeting, for the same fee. The Village of Oregon would be responsible for survey mailing, distribution and postage.
5. Perform a general evaluation of existing accessibility conditions at all park facilities based on ADA guidelines. This includes an on-site evaluation of the facilities at each Village-owned park site.
6. Evaluate park operation and maintenance procedures, equipment, and staffing, and recommend future upgrades to coincide with expansions and upgrades to park and open space lands and facilities.
7. Collaborate with Village Staff and the Park Board to finalize budget projections for a five-year Capital Improvement Schedule (CIS) for improvements to the park system. It is our understanding that a draft CIS was created but not included in the Plan. Ruekert/Mielke will review and confirm the accuracy of all cost estimates that were developed, based on the Action Program in the Plan.
8. Provide an overview of the 2005-2010 Wisconsin Statewide Comprehensive Outdoor Recreation Plan (SCORP) and adjust the Plan Action Program as necessary to address priority needs listed in the SCORP for Oregon's region of the State.
9. Provide a detailed description of all potential funding mechanisms available to the Village of Oregon for outdoor recreation projects.
10. Prepare 10 bound copies of the final Plan document.



Mr. Michael G. Gracz
Re: Comprehensive Outdoor Recreation Plan
September 20, 2010
Page 3

C. Village of Oregon's Responsibilities

1. Provide all criteria and full information as to the Village's requirements for the project.
2. Furnish Ruekert/Mielke with all existing studies, reports, ordinances, policies and other available data pertinent to the project. Obtain or authorize Ruekert/Mielke to obtain or provide additional reports and data, as required for the performance of Ruekert/Mielke's services.
3. Provide locations for conducting the public meeting as indicated in this proposal.
4. Prepare all public meeting announcements and meeting notifications and other materials in accordance with State of Wisconsin Open Meetings Act law.
5. Serve as liaison or spokesperson with the local media.

D. Timeframe

Ruekert/Mielke can commence work on the project immediately, with an anticipated project duration of three months.

E. Payments to Ruekert/Mielke

1. Ruekert/Mielke will provide the services outlined in this proposal for a lump sum cost of \$6,700.00.

Any additional copies of the report or attendance at additional meetings will be provided upon the request of the Village at our standard hourly and reimbursable rates.

The above described professional services will be provided to you in accordance with the attached two page, **Standard Terms & Conditions** dated December 7, 2000, which are made part of this agreement by reference. With the appropriate signatures provided below on three copies of this agreement, the contract between the Village of Oregon and Ruekert/Mielke regarding the selected services will become effective. Please indicate your acceptance of this agreement by checking the box next to each accepted service, and having the appropriate authorized officials affix their signatures where indicated and return two fully executed copies to our office.



Ruekert·Mielke


engineering solutions for a working world

Mr. Michael G. Gracz
Re: Comprehensive Outdoor Recreation Plan
September 20, 2010
Page 4

On behalf of Ruekert/Mielke, I thank you for your time and cooperation. Should any questions arise, please feel free to contact me at any time.

Very truly yours,

RUEKERT/MIELKE


Steven A. Brunner, ASLA
Senior Landscape Architect

SAB/:crp
Enclosure
cc: File



Ruekert·Mielke

engineering solutions for a working world

Mr. Michael G. Gracz
Re: Comprehensive Outdoor Recreation Plan
September 20, 2010
Page 5

CLIENT NAME:

Village of Oregon

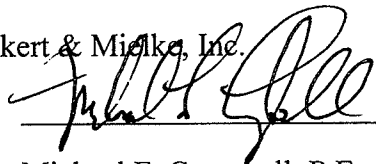
By: _____

Title: _____

Date: _____

ENGINEER:

Ruekert & Mielke, Inc.

By: 

Michael F. Campbell, P.E.

Title: Senior Vice President

Date: September 20, 2010

ATTEST:

By: _____

Title: _____

Date: _____

Designated Representative:

By: _____


Name: _____

Title: _____

Phone Number: _____

Facsimile Number: _____

Designated Representative:

By: 

Name: Steven A. Brunner, ASLA

Title: Senior Landscape Architect

Phone Number: (262) 542-5733

Facsimile Number: (262) 542-5631

A. Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. Authorized Representative

Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and duties and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of each respective party.

C. Payments to ENGINEER

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges.

D. Ownership and Reuse of Documents

All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service, and ENGINEER shall retain an ownership and property interest therein. Reuse of any documents pertaining to this Agreement by OWNER shall be at OWNER's sole risk; and OWNER agrees to indemnify, defend, and hold ENGINEER harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by OWNER or by others acting through OWNER.

E. Opinions of Probable Construction Cost

Construction Cost is the cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to this Agreement. Construction Cost is one of the items comprising Total Project Costs.

F. Total Project Costs

Total Project Costs are the sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, OWNER's costs for legal, accounting, insurance counseling or auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to OWNER.

G. Hazardous Environmental Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Project. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and Regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with ENGINEER's activities under this Agreement.

H. Access

OWNER shall arrange for safe access to and make all provisions for ENGINEER and ENGINEER's consultants to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

I. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents, and consultants, or any of them to OWNER and anyone claiming by, through, or under OWNER, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of ENGINEER or ENGINEER's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not exceed the total amount of \$2,000,000.

J. Insurance

ENGINEER will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to OWNER upon request.

K. Termination of Contract

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, OWNER shall pay to ENGINEER all amounts owing to ENGINEER under this Agreement, for all work performed up to the effective date of termination.

L. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and consultants in the performance of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and consultants with respect to this Agreement.

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

4. In addition to the indemnity provided under paragraph L.2. of this Exhibit, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph L.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph L.1. is subject to and limited by the provisions agreed to by OWNER and ENGINEER in paragraph I. "Limit of Liability," of this Agreement.

M. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or the ENGINEER. ENGINEER's services under this Agreement are being performed solely for the OWNER's benefit, and no other entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. OWNER agrees to include a provision in all contracts with CONTRACTORS and other entities involved in this project to carry out the intent of this paragraph.

N. Force Majeure

ENGINEER shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond ENGINEER's reasonable control.

O. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

P. Dispute Resolution

1. OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out of relating to this Agreement or the breach thereof ("disputes") to mediation.

Q. Construction Review

1. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

END OF DOCUMENT

10 (c)

Michael Gracz

To: jblanchard@oregonband.org; rjn@oregon.k12.wi.us; myolsonmail@yahoo.com;
Chad.Winklepleck@edwardjones.com; richs@bruceco.com; david.d.donovan@xcelenergy.com; David
Donovan

Cc: Gary Disch

Subject: FW: Park Board Members

FYI

From: Kathy E Esch [mailto:prairiehillart@verizon.net]

Sent: Wednesday, September 08, 2010 8:48 PM

To: Michael Gracz

Subject: Park Board Members

Please forward to all Park Board Members,

Jack Mitchell and Kathy Esch marked the proposed tree planting sites Wednesday Sept 8 with tall stakes. If you want to see where we are proposing trees, check out the parks ASAP if you want to have us plant less or move the stakes. We will be meeting with Gary ASAP for his approval.

The mulch put on the trees is rotting the base of the trees. It is killing them. The bark is falling off and mold and fungus are growing on the trunks. We can't emphasize enough, the practice needs to be stopped.

Kathy Esch

Kathy E. Esch

220-9700

prairiehillart@verizon.net

Total Control Panel

[Login](#)

To: mgracz@vil.oregon.wi.us [Remove](#) this sender from my allow list

From: prairiehillart@verizon.net

You received this message because the sender is on your allow list.

9/14/2010