

1. Agenda

Documents: [CC_20150113_AG.PDF](#)

2. Complete Packet

Documents: [CC_20150113_PK.PDF](#)



Administrative Offices
5520 Lacy Road
Fitchburg, WI 53711-5318
Phone: (608) 270-4200 Fax: (608) 270-4212
www.fitchburgwi.gov

**AGENDA
FITCHBURG COMMON COUNCIL
JANUARY 13, 2015
7:30 P.M.
CITY HALL**

NOTICE IS HEREBY GIVEN that the Fitchburg Common Council will meet at 7:30 P.M. on Tuesday, January 13, 2015 in the Council Chambers of the City Hall, 5520 Lacy Road to consider and act on the following:

(Note: Full coverage of this meeting is available through FACTv and Streaming Video, accessible on the city web site at <http://factv.city.fitchburg.wi.us/Cablecast/Public/Main.aspx?ChannelID=3>)

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **PUBLIC APPEARANCES NON-AGENDA ITEMS / NEW APPOINTMENTS**
 - A. Non Agenda Items
5. **CONSENT AGENDA**

ALL ITEMS LISTED UNDER THE CONSENT AGENDA are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a motion to amend is passed in which event the item will be removed from the Consent Agenda and considered on the agenda under the appropriate section.

 - A. **APPROVAL OF MINUTES**
 1. Common Council – December 9, 2014
 - B. **REFERRALS TO COMMISSIONS AND COMMITTEE**
 1. **Rezone Request, RZ-2049-14**, by Michael McMahan, Agent for Fitchburg Development, LLC, to Rezone from the B-H (Business Highway) to the B-G (General Business), Property Addressed as 5973 Executive Drive, Lots 14 & 15 of Fitchburg Business Park
 - a. Plan Commission
 2. **Ordinance 2015-O-01** An Ordinance Amending Section 22-6(e)(1) Relative to Wind Turbines in A-X Zoning, Section 22-481(c)(2) Relative to A-X Rezoning Reporting and Section 22-482(4) Relative to Limited Vocational Activities of Chapter 22, Zoning Ordinance
 - a. Plan Commission
 - b. Ag & Rural Affairs Committee
 3. **Ordinance 2015-O-02** An Ordinance Amending Chapter 22 Relative to Convenient Cash Businesses and Secondhand Businesses
 - a. Plan Commission

5. **Consent Agenda (continued)**

4. **Resolution R-01-15** A Resolution Recognizing International Migratory Bird Day, City Of Fitchburg, Wisconsin
 - a. Park Commission
5. **Resolution R-02-15** Authorizing Acceptance of 2015 Stormwater Pond Projects Bid
 - a. Board of Public Works
 - b. Finance
6. **Resolution R-03-15** Final Resolution Exercising Police Powers and Levying Special Assessments for 2014 Curb and Gutter Replacement in the City of Fitchburg, Wisconsin
 - a. Board of Public Works
 - b. Finance
7. **Resolution R-04-15** Expressing City of Fitchburg Commitment toward Becoming a “Dementia Friendly Community”
 - a. Commission on Aging
8. **Resolution R-05-15** Resolution to Approve Amendment to Techlands Development Agreement
 - a. Plan Commission

C. **Public Safety & Human Services**

1. **Operator Licenses: (Issuance Contingent upon Payment of all Fees Owed to City of Fitchburg – Notes: N = New, All Others = Renewal)** Dustin Dilks – N; Spencer Galbavy – N; Edward Kenney – N; Sabrina McDonald – N; Meredith Rhodes Carson – N; Sean Roberson – N; Jeremy Tanner – N;

6. **ADMINISTRATOR’S REPORT**

7. **COMMISSION/COMMITTEE REPORTS**

A. **Plan Commission**

1. **Resolution R-115-14** A Resolution Approving a Comprehensive Development Plan for Fahey Fields Development, Lot 2 CSM 9896
 - a. Park Commission
2. **Resolution R-116-14** A Resolution Approving Certified Survey Map Request CS-2044-14 by Michael Marty of Vierbicher Associates, Inc., Agent for Green-Tech Land Company, LLC to Reconfigure into Two Lots and Two Outlots, Lots 14-17 and Outlot 22 of Second Addition to Nine Springs
3. **Ordinance 2014-O-36** An Ordinance Amending Chapter 23 to Amend Article 3 Table 4a, Amend Article 5.13.5(c), Amendment Article 5.13.6(d), Amendment Article 6 Block Definition, Create Article 5.1.2(a)(xix) and amend Article 3 Table 6

B. **Board of Public Works**

1. **Resolution R-108-14** Approving an Agreement with Wisconsin & Southern Railroad Co. for the Construction of Warning Devices at the Lacy Road and E. Cheryl Parkway Railroad Crossings in the City of Fitchburg
 - a. Finance Committee
2. **Resolution R-111-14** A Resolution Accepting Public Easements on Lots 33 and 34, and Outlot 23 in the Plat of Third Addition to Nine Springs, City of Fitchburg, Wisconsin

3. **Resolution R-112-14** A Resolution Accepting Public Stormwater Easements on Lot 4 in The Plat of Techlands and on Outlot 7 in the Plat of 1st Addition to Fitchburg Technology Campus City of Fitchburg, Wisconsin
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- E. **Commission on Aging**
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 - a. Finance Committee
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- G. **Transportation & Transit Commission**
- H. **Community & Economic Development Authority**
- I. **Agriculture & Rural Affairs Committee**
- J. **Reports from other Commissions and Committees**
8. **STANDING COMMITTEE REPORTS**
 - A. **Finance Committee**
 1. **APPROVAL OF BILLS -**
Review of Bills Under \$25,000 or Previously Pre-Approved (Council Action Not Required)
 - a. General Checks 108514 through 108897 dated January 8, 2015 Total \$754,942.45
 2. **Approval of Bills for \$25,000 or more** (Council Action Required)
 - a. Batch Dated January 8, 2015 - \$295,332.28
 - B. **Personnel Committee**
 - C. **Public Safety & Human Services**
9. **MAYOR'S REPORT**
 - A. Alder District Reports
10. **UNFINISHED BUSINESS**
11. **NEW BUSINESS**
 1. Denial of Claim – Trish Schlicher
 2. **Closed Session:** Motion to go into closed session pursuant to Wisconsin Statutes §19.85(1) (e)deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (*Jamestown Park and Fire Station Property Acquisitions*)
 3. **Reconvene into Open Session**
 4. **Discussion and Possible Action Regarding Issues Discussed in Closed Session**

12. **ANNOUNCEMENTS**

- A. Next Common Council Meeting, January 27, 2015
- B. Next Committee of the Whole Meeting, January 28, 2015

13. **ADJOURNMENT**

Note: It is possible that members of and possibly a quorum of members of other government bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Fitchburg City Hall, 5520 Lacy Road, Fitchburg WI 53711,(608) 270-4200



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**DRAFT MINUTES
FITCHBURG COMMON COUNCIL
DECEMBER 9, 2014
7:30 P.M.
CITY HALL**

1. **CALL TO ORDER** - Mayor Pfaff called the meeting to order at 7:30 p.m.
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL:** Steve Arnold, Becky Baumbach, Richard Bloomquist, Jason Gonzalez, Dorothy Krause (8:19 p.m.) Carol Poole, Patrick Stern. Absent with excuse: Dan Carpenter. Others: Tony Roach, City Administrator, Patti Anderson, City Clerk
4. **PUBLIC APPEARANCES NON-AGENDA ITEMS / NEW APPOINTMENTS**
 - A. Non Agenda Items – Mayor Pfaff asked for a moment of silence for Alder Dan Carpenter's father who passed away this past week.
 - B. Mayoral Proclamation – A proclamation was presented to Tim Shackleton, Utility Superintendent honoring Tim for his 30 years of service to the City.
5. **CONSENT AGENDA**
 - A. **APPROVAL OF MINUTES** – November 25, 2014
 - B. **REFERRALS TO COMMISSIONS AND COMMITTEE**

Conditional Use Permit Request, CU-2048-14 by City of Fitchburg Public Works, to Exceed the 35 Foot Height Limitation Under R-L Zoning to Allow for Installation of a 60 Foot Pole, with a 5.5 Foot Antenna, at the City's Well House Number 8 at 5127 Hilltop Road (***Plan***) **Resolution R-113-14** Approval of 2015 Contract with Dane County Human Services (***COA, Finance, PSHS***)
 - C. **Public Safety & Human Services**

Operator Licenses: Emily Ash - N; Alex Brown; Dennis Dahler; Andrew Illene – N; Riley Mahr – N; Joseph Misemer – N; Michael Pieart – N; Kimberly Schultz – N; Paul Thurston; Stephanie Troallier – N.

 1. Motion by Baumbach, 2nd by Gonzalez to **approve** the consent agenda.
 2. **Motion carried.**
6. **ADMINISTRATOR'S REPORT**

Roach presented the Administrators Report.
7. **COMMISSION/COMMITTEE REPORTS**
 - A. **Plan Commission** - Poole noted that the next meeting is December 16th.
 - B. **Board of Public Works**
 1. Motion by Bloomquist, 2nd by Poole to **approve Resolution R-110-14** Accepting Subdivision Improvements in the North Parks Plat in the City of Fitchburg, Wisconsin
 2. **Motion carried.**
 3. Bloomquist noted the next meeting is December 15th.

- C. **Park Commission**
 - 1. Motion by Gonzalez, 2nd by Bloomquist to **reject Resolution R-97-14** Authorizing Acceptance of the McKee and McGaw Park Shelter Renovation (recommended action – motion to reject the resolution)
 - 2. **Motion carried.**
 - 3. Gonzalez noted the next meeting is January 8, 2015.
- D. **Library Board** – The Mayor gave an update of the Library board events.
- E. **Commission on Aging** – next meeting is December 11th.
- F. **Resource Conservation Commission** – next meeting is January 21, 2015.
- G. **Transportation & Transit Commission** – next meeting will be in January (date to-be-determined)
- H. **Community & Economic Development Authority** – next meeting December 18th.
- I. **Agriculture & Rural Affairs Committee** - next meeting January 20, 2015.
- J. **Reports from other Commissions and Committees**
 - 1. Stern spoke regarding the EMS Commission.

8. **STANDING COMMITTEE REPORTS**

- A. **Finance Committee**
 - 1. Motion by Bloomquist, 2nd by Arnold to **approve** bills as presented
 - a. **APPROVAL OF BILLS - Review of Bills Under \$25,000 or Previously Pre-Approved** General Checks 108379 through 108513 dated December 3, 2014 Total \$219,423.16
 - b. **Approval of Bills for \$25,000** or more - Batch Dated December 3, 2014 \$1,137,012.13
 - c. **Motion carried.**
- B. **Personnel Committee** – Baumbach spoke regarding the upcoming meeting scheduled for December 11th at 5:30 p.m.
- C. **Public Safety & Human Services** – Poole spoke regarding the upcoming meeting for January 13, 2015.

9. **MAYOR'S REPORT**

- A. Mayor Pfaff presented the Mayor's report, including a report on accomplishments for 2014.
- B. Alder District Reports
 - 1. Alders Arnold, Baumbach, Bloomquist, Gonzalez, Krause, Poole, Stern spoke regarding the accomplishments over this past year at City Hall as well as within their districts.

10. **UNFINISHED BUSINESS** - None

11. **NEW BUSINESS** - None

12. **ANNOUNCEMENTS**

- A. Next Common Council Meeting, January 13, 2015
- B. Next Committee of the Whole Meeting, January 28, 2015

13. Motion by Stern, 2nd by Bloomquist to **adjourn.**

- A. **Motion carried.** Time: 8:30 p.m.

City of Fitchburg

Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred: **January 13, 2015** Ordinance Number:
Date to Report Back: **January 27, 2015** Resolution Number:

Sponsored by: Mayor Drafted by: Planning / Zoning

TITLE: Rezone Request, RZ-2049-14, by Michael McMahan, Agent for Fitchburg Development, LLC, to Rezone from the B-H (Business Highway) to the B-G (General Business), Property Addressed as 5973 Executive Drive, Lots 14 & 15 of Fitchburg Business Park

Background: Applicant is requesting approval to rezone lots 14 & 15 of the Fitchburg Business Park from the B-H district to the B-G district to allow for a medical office to locate on the property, which is not allowed under B-H. The existing users on the property, the fitness facility and hair salon, are allowed in the B-G district.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Plan Commission	Hovel/Badtke	January 20, 2015	
2				

Amendments:



City of Fitchburg
 Planning/Zoning Department
 5520 Lacy Road
 Fitchburg, WI 53711
 (608-270-4200)

REZONING APPLICATION

The undersigned owner, or owner's authorized agent, of property herein described hereby petitions to amend the zoning district map of the Fitchburg zoning ordinance by reclassifying from the BH district to the B-4 district the following described property:

1. Location of Property/Street Address: 5973 EXECUTIVE DR

Legal Description - (Metes & Bounds, or Lot No. And Plat):

FITCHBURG BUSINESS PARK LOT 14 AND 15 AND ALSO INCL PART OF OUT LOT 2
 DESCR AS BEG AT SE CORNER OF LOT 14 TH N03DEG09'29" E ALG LN
 BTW SD LOT 14 & OUT LOT 2 240.00 FT TH S03DEG00'43D FT TH S10DEG20'
 05" W 111.62 FT TO SE COR OF SD LOT 14 & POB

***Also submit in electronic format (MS WORD or plain text) by email to: planning@fitchburgwi.gov

2. Proposed Use of Property - Explanation of Request:

USE 800 SQ FOOT SUITE FOR CHIROPRACTIC OFFICE
 2200 SQ FOOT SUITE FOR BEAUTY SALON
 35,000 SQ FOOT FITNESS CENTER

3. Proposed Development Schedule:

***Pursuant to Section 22-3(b) of the Fitchburg Zoning Ordinance, all Rezoning shall be consistent with the currently adopted City of Fitchburg Comprehensive Plan.

***Attach three (3) copies of a site plan which shows any proposed land divisions, plus vehicular access points and the location and size of all existing and proposed structures and parking areas. Two (2) of the three (3) copies shall be no larger than 11" x 17". Submit one (1) electronic pdf document of the entire submittal to planning@fitchburgwi.gov. Additional information may be requested.

Type of Residential Development (If Applicable): _____

Total Dwelling Units Proposed: _____ No. Of Parking Stalls: _____

Type of Non-residential Development (If Applicable): _____

Proposed Hours of Operation: _____ No. Of Employees: _____

Floor Area: _____ No. Of Parking Stalls: _____

Sewer: Municipal Private Water: Municipal Private

Current Owner of Property: FITCHBURG DEVELOPMENT LLC

Address: 1414 N VAN BUREN ST. MILWAUKEE WI 53202 Phone No: 608. 712 5973

Contact Person: MICHAEL McMAHON

Email: MIKE@PHFITNESS.COM

Address: 5949 SCHUMANN DR FITCHBURG WI Phone No: 608. 712. 5973

Respectfully Submitted By: [Signature] MICHAEL McMAHON
 Owner's or Authorized Agent's Signature Print Owner's or Authorized Agent's Name

PLEASE NOTE - Applicants shall be responsible for legal or outside consultant costs incurred by the City. Submissions shall be made at least four (4) weeks prior to desired plan commission meeting.

For City Use Only: Date Received: 12/9/2014 Publish: _____ and _____

Ordinance Section No. _____ Fee Paid: \$565

Permit Request No. RZ-2049-14



GARY BRINK & ASSOCIATES
ARCHITECTS

8401 EXCELSIOR DRIVE
MADISON, WI 53717
608-829-1750
608-829-3056 (FAX)

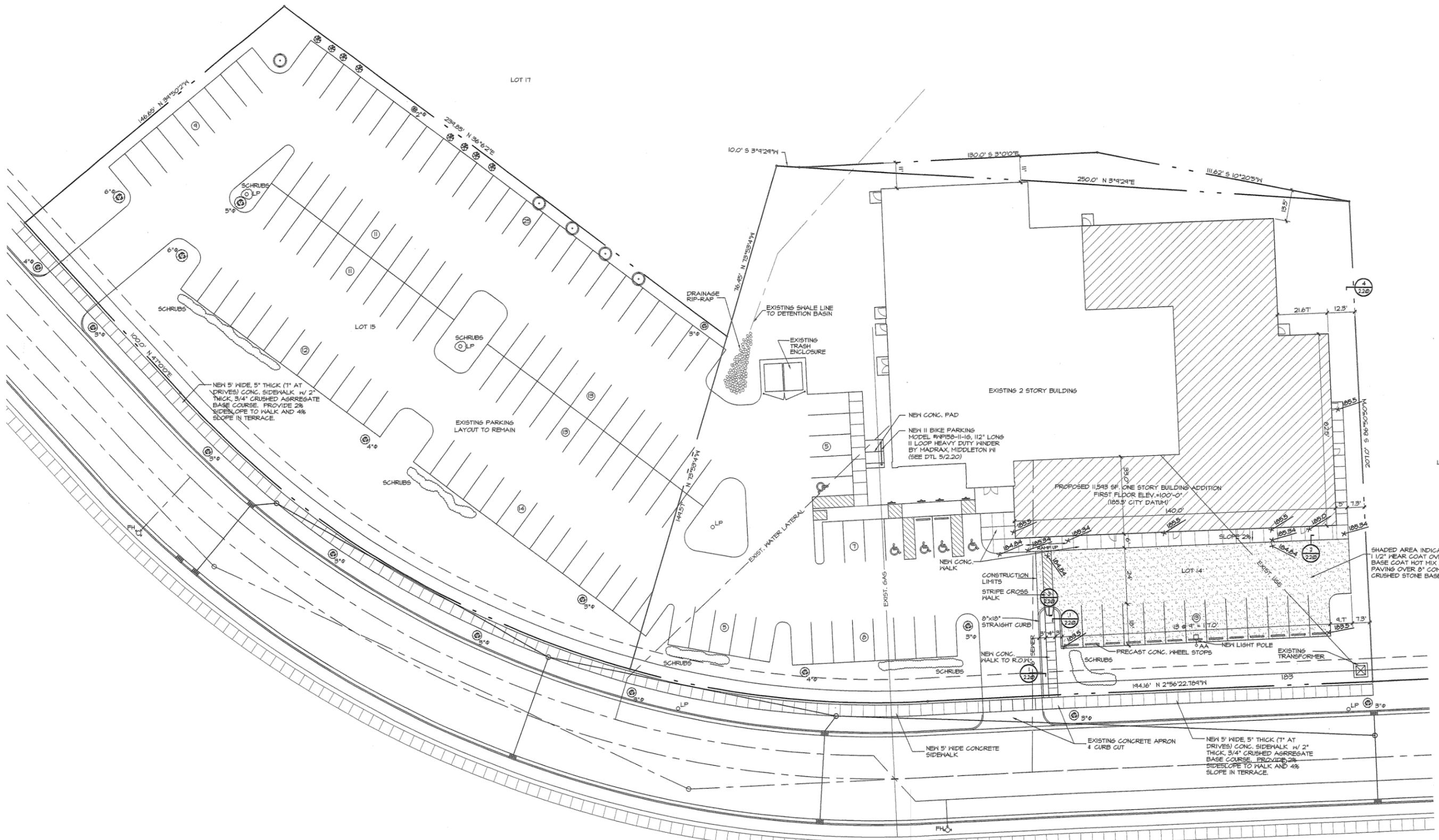
PROJECT:
EXPANSION FOR PINNACLE HEALTH CLUB
5973 EXECUTIVE DRIVE FITCHBURG, WISCONSIN 53719

CLIENT:
FITCHBURG DEVELOPMENT, LLC.
1414 NORTH VAN BUREN MILWAUKEE, WISCONSIN 53202

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GARY BRINK & ASSOC.

PROJECT: 200402
CAD FILE: 201-200233
DRAWN BY: TB/rjm
DATE: 09/07/04



NEW 5' WIDE 5" THICK (1" AT
DRIVES) CONC. SIDEWALK w/ 2"
THICK 3/4" CRUSHED AGGREGATE
BASE COURSE. PROVIDE 2%
SIDESLOPE TO WALK AND 4%
SLOPE IN TERRACE.

SHADED AREA INDICATES NEW
1 1/2" WEAR COAT OVER 1 1/2"
BASE COAT HOT MIX ASPHALT
PAVING OVER 8" COMPACTED
CRUSHED STONE BASE

IMPERVIOUS SURFACE RATIO (ISR) = 64%

LUMINAIRE SCHEDULE		
LABEL	LUMENS, LLF	DESCRIPTION
AA	34,200, 850	SINGLE HEAD ON 25' POLE, VFT2444-M (400W MH)

NOTE:
ALL WORK WITHIN RIGHT-OF-WAY OR PUBLIC
EASEMENTS SHALL BE ACCORDING TO CITY OF
FITCBURG STANDARD SPECIFICATIONS FOR
PUBLIC WORKS CONSTRUCTION (APRIL 2004).

SITE, GRADING & EROSION CONTROL PLAN

1" = 20'



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City of Fitchburg

Committee or Commission Referral

Direct Referral Initiated by:

Direct Referral Approved by:

Date Referred: **January 6, 2015**

Ordinance Number: **2015-O-01**

Date to Report Back: **February 24, 2015**

Resolution Number:

Sponsored by: Mayor Pfaff

Drafted by: Planning / Zoning

TITLE: AN ORDINANCE AMENDING SECTION 22-6(e)(1) RELATIVE TO WIND TURBINES IN A-X ZONING, SECTION 22-481(c)(2) RELATIVE TO A-X REZONING REPORTING AND SECTION 22-482(4) RELATIVE TO LIMITED VOCATIONAL ACTIVITIES OF CHAPTER 22, ZONING ORDINANCE

Background: The State of Wisconsin's Department of Agriculture, Trade and Consumer Protection (DATCP) administers the state's Farmland Preservation Tax Credit. Agricultural landowners in the state who meet various qualifying criteria are eligible for the tax credit. An initial tax credit qualifying requirement is that land must be located within a zoning authority that has a Farmland Preservation (FP) zoning ordinance certified by DATCP, and within a county that has a FP plan also certified by DATCP. Re-certification and re-adoption of both FP zoning ordinances and county FP plans are required every 10 years per State Statute 91.

The City has had a FP (Exclusive Agriculture (A-X)) zoning ordinance certified by DATCP for many years. To ensure timing consistency with the recently re-certified Dane County FP Plan, the City's FP zoning ordinance was also recently re-certified by DATCP. No major changes to the City's FP zoning ordinance were proposed in the re-certification process, however the process did uncover a few required minor, non-substantive zoning ordinance edits. This ordinance amends these items to satisfy DATCP.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Plan Commission	Hovel/Badtke	February 17, 2015	
2	Agriculture and Rural Affairs Committee	Thompson	February 17, 2015	

Amendments:

Plan Commission

Initiated by

Planning/Zoning

Drafted by

February 3, 2015

Date

ORDINANCE NO. 2015-O-01

AN ORDINANCE AMENDING SECTION 22-6(e)(1) RELATIVE TO WIND TURBINES IN A-X ZONING, SECTION 22-481(c)(2) RELATIVE TO A-X REZONING REPORTING AND SECTION 22-482(4) RELATIVE TO LIMITED VOCATIONAL ACTIVITIES OF CHAPTER 22, ZONING ORDINANCE.

The Common Council of the City of Fitchburg, Dane County, Wisconsin hereby ordains as follows:

SECTION 1: Article I., Sec. 22-6 (e) (1) is hereby amended to read as follows: No turbine shall be permitted within an environmental corridor or wetland, and any turbine in the A-X zoning district shall be subject to Article V., Sec. 22-482 (4) (b) herein.

SECTION 2: Article V., Sec. 22-481 (c) (2) is hereby amended to read as follows: The city shall, by March 1 of each year, provide a rezone report and map to DATP and Dane County identifying the number of acres rezoned out of A-X.

SECTION 3: Article V., Sec. 22-482 (4) (d) is hereby amended to read as follows: Limited vocational activities (refer to section 22-55 (2)).

SECTION 4: This ordinance shall take effect the day after its publication.

SECTION 5: If any section, subsection, sentence, clause or phrase of this Ordinance or revision to Chapter 22, is for any reason held to be invalid or unconstitutional by reason of a decision of any court of competent jurisdiction, such decision shall not affect the validity of any other section, subsections, sentence, clause or phrase thereof.

Adopted this _____ day of _____, 2015.

Shawn Pfaff, Mayor

Attested: _____

Patti Anderson, City Clerk

Published: _____

City of Fitchburg

Committee or Commission Referral

Direct Referral Initiated by:
 Direct Referral Approved by:

Date Referred: **January 13, 2015** Ordinance Number: 2015-O-02
 Date to Report Back: **January 27, 2015** Resolution Number:

Sponsored by: Mayor Pfaff Drafted by: Planning/Zoning

TITLE: An Ordinance Amending Chapter 22 Relative to
 Convenient Cash Businesses and Secondhand Businesses

Background: Alder Stern had previously submitted an ordinance to amend the Zoning Code for payday lenders, auto title loan, tax preparation and check-cashing businesses to be a conditional use in all business districts and also be a minimum of 5,000 feet from any other such business. This ordinance was discussed at the Plan Commission and some deficiencies were identified. Planning Staff has worked with the City Attorney to draft a new ordinance that should meet the concerns and regulate the location of these types of businesses.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Plan Commission	Hovel/Badtke	January 20, 2015	
2				
3				
4				

Amendments:

Mayor Pfaff
Introduced By

Planning Dept.
Drafted By

Plan Commission
Referred to

Dec. 17, 2014
Date

ORDINANCE NO. 2015-O-02
An Ordinance Amending Chapter 22 Relative to
Convenient Cash Businesses and Secondhand Businesses

The Common Council of the City of Fitchburg, Dane County, Wisconsin hereby ordains as follows:

SECTION 1: Amend Section 22-247(1)(b) to read:

- (b) Finance, real estate, insurance. (60-67, **except for convenient cash business**)

SECTION 2: Amend Section 22-278(1)(b) to read:

- (b) Finance, real estate, insurance. (60-67, **except for convenient cash business**)

SECTION 3: Amend Section 22-278(2)(i) to read:

- (i) Miscellaneous retail stores. (59, except 598 **and secondhand business**)

SECTION 4: Create Section 22-279(12) to read:

(12) Convenient cash business or secondhand business. In addition to the standards of section 22-640(c) the following standards shall also be applied by the Plan Commission:

- (a) Distance to any other convenient cash business or pawn shop**
(b) Distance to an existing residential zoning district or residential use
(c) Distance to a school

In its review of the application the Plan Commission shall avoid concentrations of these uses within any one locale, or to be detrimental to a neighborhood. Any distance of less than 1000 feet shall be presumed to be detrimental.

SECTION 5: Amend Section 22-427(3) to read:

- (3) Offices, business and professional, including banks and financial institutions.**
(Except for convenient cash business)

SECTION 6: Amend Section 22-651 Definitions to add:

Convenient cash business is a business licensed pursuant to Wis. Stats. 138.09, or 218.05 which provide nontraditional, short-term consumer loans in which the consumer receives cash in exchange for giving the lender a post-dated check, title to a motor vehicle, or electronic access to the consumer's bank account for the amount of the loan for a period of time before negotiating the check or for payment to the lender an agreed-upon finance fee or refinancing or consolidating such transaction. Such business are also known as, but not limited to, payday loan, cash advance, or check-cashing, or title loan. This does not include financial institutions authorized to do business under state

or federal laws including, without limitation, banks and trust companies, savings banks, building and loan associations, savings and loan associations and credit unions.

Secondhand business is any person or business requiring a license under Chapter 66 of the Fitchburg Municipal code.

SECTION 7: This ordinance shall take effect the day after its publication.

SECTION 8: If any section, subsection, sentence, clause or phrase of this Ordinance or revision to Chapter 22, is for any reason held to be invalid or unconstitutional by reason of a decision of any court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence, clause or phrase thereof.

Adopted this _____ day of _____, 2015.

Shawn Pfaff, Mayor

Attested: _____

Patti Anderson, City Clerk

Published: _____

City of Fitchburg

Committee or Commission Referral

Direct Referral Initiated by:

Direct Referral Approved by:

Date Referred: **January 13, 2015**

Ordinance Number:

Date to Report Back: **February 10, 2015**

Resolution Number: **R-01-15**

Sponsored by: Mayor

Drafted by: Park, Recreation & Forestry

TITLE: A RESOLUTION RECOGNIZING INTERNATIONAL MIGRATORY BIRD DAY, CITY OF FITCHBURG, WISCONSIN

Background: Participating in International Migratory Bird Day (IMBD) results in many community benefits including but not limited to:

- o continued efforts towards improved habitat conditions for breeding and migrating birds
- o continued strong management of urban forests
- o recognizing and reducing hazards for birds
- o improved public understanding and appreciation of birds and their needs
- o recognizes City of Fitchburg's engagement in conservation activities conducted by local government, community organizations, individuals, schools, and businesses
- o promotes a strong sense of community pride in conservation accomplishments and ethic.

The Park and Forestry Department will be hosting a Migratory Bird Day along with Arbor Day on May 2nd, 2015-- find below a brief draft of tentative activities that are being planned:

The City of Fitchburg will be hosting its official celebration of Arbor Day and International Migratory Bird Day on May 2, 2015 at McKee Farms Park. We are planning on having activities (for all ages) throughout the morning that may include an introduction to birding and bird identification, tree planting, tree walk, live raptor program, kids crafts, and a Tree City and Bird City recognition ceremony. We hope to partner with the Tree Advisory Committee, UW Extension and the Madison Audubon Society to run activities. We would also like to bring back the Raptor Education Group, Inc. (REGI) and their birds for another captivating raptor education program.

May 2nd IMBD & Arbor Day Tentative Schedule:

8:00-9:30 – Intro to birding

8:00-12:00 – Kids crafts and games

9:30 – Arbor Day tree planting

10:00 – Welcome; Bird City & Tree City recognition

10:15 – Live raptor program

11:15 – Tree walk

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Park Commission	Endl	February 5, 2015	

Amendments:

Parks Department
Introduced By

Ed Bartell – City Forester/Naturalist
Drafted By

Park Commission
Referred To

January 13, 2015
Date

Resolution R-01-15
A RESOLUTION RECOGNIZING INTERNATIONAL MIGRATORY BIRD DAY
CITY OF FITCHBURG, WISCONSIN

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our communities; *and*

WHEREAS, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring; *and*

WHEREAS, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide; *and*

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes; *and*

WHEREAS, public awareness and concern are crucial components of migratory bird conservation; *and*

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations; *and*

WHEREAS, since 1993 International Migratory Bird Day (IMBD) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S.; *and*

WHEREAS, hundreds of thousands of people will observe IMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun; *and*

WHEREAS, while IMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants, *and* **WHEREAS**, IMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Fitchburg that May 2, 2015 is proclaimed as INTERNATIONAL MIGRATORY BIRD DAY in the City of Fitchburg, and all citizens are encouraged to celebrate this observance and to support efforts to protect and conserve migratory birds and their habitats in Fitchburg and the world at large.

Adopted by the Common Council of the City of Fitchburg this 13 day of January, 2015.

Approved By: _____ Shawn Pfaff, Mayor

Attested By: _____ Patti Anderson, City Clerk

City of Fitchburg

Committee or Commission Referral

Direct Referral Initiated by:

Direct Referral Approved by:

Date Referred: **January 13, 2015**

Ordinance Number:

Date to Report Back: **January 27, 2015**

Resolution Number: **R-02-15**

Sponsored by: Mayor

Drafted by: Public Works

TITLE: Authorizing Acceptance of 2015 Stormwater Pond Projects Bid

Background: Attached is the bid tabulation and resolution for the 2015 Stormwater Pond Projects. The Public Works stormwater budget has funds available for this project. The Public Works Department followed a number of procedures to ensure that all area contractors completing this type of work were informed of the City's project. The project was advertised by legal notice in the Wisconsin State Journal and posted on www.demandstar.com. Demand Star notifies suppliers statewide who are registered on their system. The City adds "Supplemental" suppliers, which are local suppliers who perform this type of work in the area.

On January 7, 2015, at 11:00 a.m., the bid opening was held and 4 bids were received for the 2015 Stormwater Pond Projects. A copy of the Bid Tab is attached to this referral sheet.

The project consists of dredging and deepening two stormwater ponds. The dredging will remove sediment and debris that have accumulated over the last 15-20 years. The Harlan Hills East Pond and Ashbourne Pond have been in service for 16 and 21 years, respectively, and both have significant sediment build up, necessitating the dredging work in order to continue meeting DNR stormwater performance standards.

Staff is currently checking references for Contractor qualifications and will provide a staff recommendation memo prior to the BPW and Finance Committee meetings.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	January 13, 2015	
2	Finance	Roach	January 27, 2015	
3				
4				

Amendments:

Shawn Pfaff, Mayor
Introduced By

Public Works
Drafted By

Board of Public Works & Finance
Committee

January 13, 2015
Date

RESOLUTION R-02-15

**AUTHORIZING ACCEPTANCE OF THE
2015 STORMWATER POND PROJECTS BID**

WHEREAS, through the City's Stormwater facility inspection program, it has been determined that the dredging and deepening of the Harlan Hills East and the Ashbourne stormwater ponds is necessary; and

WHEREAS, the Stormwater Utility Capital budget includes funding for the dredging and improvement of stormwater facilities; and

WHEREAS, the Director of Public Works has prepared construction plans/specifications and obtained competitive bids for this work; and

WHEREAS, the project was advertised by legal notice in the Wisconsin State Journal on December 9, 2014 and December 16, 2014 and posted on www.demandstar.com; and

WHEREAS, on January 7, 2015 at 11:00 a.m. 4 sealed bids received were publicly opened; and

WHEREAS, [REDACTED], had the low bid of \$ [REDACTED] and was found to be in compliance with the bid specifications;

NOW THEREFORE BE IT HEREBY RESOLVED, by the Fitchburg Common Council that it approves the award of the 2015 Stormwater Pond Projects to [REDACTED], in the amount of \$ [REDACTED]; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to sign the contracts with Badgerland Excavating, Corp., for the 2015 Stormwater Pond Projects.

Adopted by the Common council of the City of Fitchburg this ____ day of January, 2015

Approved By: _____
Shawn Pfaff, Mayor

Approved By: _____
Patti Anderson, City Clerk

City of Fitchburg

Committee or Commission Referral

Direct Referral Initiated by:
 Direct Referral Approved by:

Date Referred: **January 13, 2015** Ordinance Number:
 Date to Report Back: **January 27, 2015** Resolution Number: **R-03-15**

Sponsored by: Mayor Drafted by: Public Works

TITLE: Final Resolution Exercising Police Powers and Levying
 Special Assessments for 2014 Curb and Gutter Replacement in
 the City of Fitchburg, Wisconsin

Background: The curb and gutter and sidewalk replacement work was completed in conjunction with the street resurfacing project. In order to levy the assessments, the Council has to adopt a final assessment resolution. The assessment report will be modified if Resolution R-03-15 is approved at the January 27, 2015 council meeting.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	January, 21, 2015	
2	Finance	Roach	January 27, 2015	
3				
4				

Amendments:

Shawn Pfaff, Mayor
Introduced By

Public Works
Prepared by

Board of Public Works, Finance
Referred to

January 13, 2015
Date

RESOLUTION R-03-15
FINAL RESOLUTION EXERCISING POLICE POWERS AND LEVYING SPECIAL ASSESSMENTS FOR 2014 CURB AND GUTTER REPLACEMENT IN THE CITY OF FITCHBURG, WISCONSIN

WHEREAS, on January 28, 2014, the Common Council of the City of Fitchburg adopted resolution No R-06-14 declaring its intent to exercise its police power under Wis. Stat. §66.0703 (7), and section 10.213-10.216 of the Fitchburg General Ordinances to levy special assessments for special benefits conferred upon properties within the following Assessment District for the cost of replacing defective curb and gutter on streets in the 2014 Street Resurfacing contract in the City of Fitchburg.

ASSESSMENT DISTRICT

All properties with defective curb and gutter as identified by the City Engineer fronting Bryneland Street from S. Fish Hatchery Road to Richardson Street, Cheryl Drive from S. Fish Hatchery Road to Florann Drive, Osmundsen Road from Lacy Road to Devoro Road, and Richardson Street from Lacy Road to Nutone Street. The curb and gutter fronting Marledge Street from Raritan Road to 200' south of Barbara Drive was not constructed in 2014 as originally shown in the preliminary assessment report.

WHEREAS, pursuant to said resolution a report was filed by the City Engineer in the office of the City Clerk, notice thereof was duly given to the public and to owners of affected properties, and the Board of Public Works on March 3, 2014, held a public hearing at the Fitchburg City Hall for purposes of hearing all persons interested concerning the preliminary resolution and report on the proposed assessments; and

WHEREAS, all work described in Resolution No. R-06-14 has been completed and a final report of the direct and indirect costs of the improvements and proposed final assessments has been filed in the office of the City Clerk by the City Engineer; and

WHEREAS, the report of the engineer shows that the final assessments do not exceed by ten percent (10%) or more the preliminary assessments in the preliminary report heard by the Board of Public Works on March 3, 2014, as above described;

NOW, THEREFORE BE IT HEREBY RESOLVED, the Common Council of the City of Fitchburg, Wisconsin, pursuant to the authority vested in it by Wis. Stat. 62.11(5) and 66.0703(7) hereby resolve as follows:

1. The final report of the City Engineer pertaining to the construction of 2014 Curb and Gutter Replacement in the above-described Assessment District is hereby adopted and approved.

2. Payment for the improvements described in paragraph 1 shall be made by assessing the costs to the properties and in the amounts indicated in the report as shown on Exhibit A attached hereto which is incorporated herein as if fully set forth.

3. The assessments shown on the attached Exhibit A represent an exercise of the police power and have been determined on a reasonable basis and are hereby confirmed.

4. The assessments may be paid to the City Clerk in cash within sixty (60) days from the adopted date of this resolution or in equal annual installments of principal as follows:

- a. If the assessment is less than \$500.00, the assessment shall be paid in one (1) annual installment.
- b. If the assessment is at least \$500.00 but less than \$999.00, the assessment shall be paid in three (3) installments.
- c. If the assessment is at least \$1000.00 but less than \$4,999.00, the assessment shall be paid in five (5) annual installments.
- d. If the assessment is greater than \$5000.00, the assessment shall be paid in seven (7) annual installments.

Upon sale or transfer of the property any outstanding balances are due. Deferred principal payments shall bear interest on the unpaid balance at the rate of 2.5% per annum from January 1, 2015. Installments not paid when due shall bear additional interest on the amount due at the rate of 18% per annum. Partial payments received on or before ninety days from the adopted date of this resolution shall be applied to the principal amount due and installments reduced pro-rata.

5. The unpaid balance of principal of any assessment levied hereby and interest thereon shall be a lien upon the assessed property from the date of adoption of this resolution.

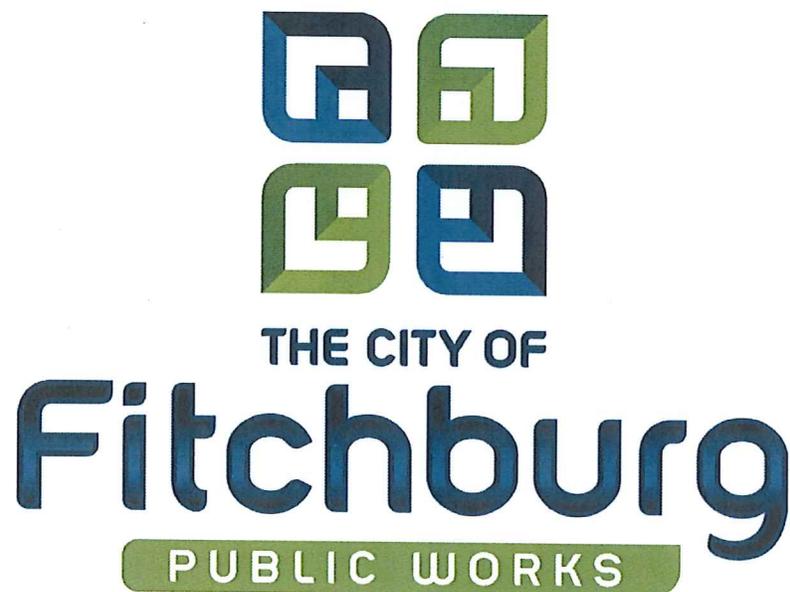
6. The City Clerk shall publish this resolution and an installment assessment notice as Class 1 Notices in the City's official newspaper and mail a copy of this resolution and a statement of the final assessment against each property, together with an installment assessment notice, to the owner of every property whose name appears on the assessment roll and whose post office address is known or can with reasonable diligence be ascertained.

Adopted this 27th day of January, 2015.

Approved By: _____
Shawn Pfaff, Mayor

Attested By: _____
Patti Anderson, City Clerk

**2014 STREET RESURFACING
CURB & GUTTER REPLACEMENT
PRELIMINARY ASSESSMENT REPORT
PROJECT NO. 14-SR-101-0**



**City of Fitchburg
Department of Public Works
5520 Lacy Road
Fitchburg, WI 53711
Dane County
Wisconsin**

Introduction

This report is required by the Common Council of the City of Fitchburg as per Resolution Number R-06-14, declaring Intent to Exercise Special Assessment Powers. It is submitted to the Common Council as a Preliminary Assessment Report for the replacement of deficient curb and gutter fronting Byrneland Street from S. Fish Hatchery Road to Richardson Street, Cheryl Drive from S. Fish Hatchery Road to Florann Drive, Marledge Street from Raritan Road to 200' south of Barbara Drive, and Richardson Street from Lacy Road to Nutone Street.

This report contains the following:

- 1) Statement of Benefits
- 2) Opinion of Project Costs (Table 1)
- 3) The Preliminary Assessments for the subject properties with list of Property Owners (Exhibit A)
- 4) Preliminary Assessment Resolution R-06-14 (Appendix A)
- 5) Assessment District boundary map (Appendix B)

Statement of Benefits

The improvements will abut the properties within the proposed assessment districts as shown in Appendices A and B.

By correcting deficiencies in the existing curb and gutter, this will benefit the properties where the improvements are to be installed.

In this project, properties will generally benefit in proportion to their linear footage of curb and gutter. Therefore, in our opinion, the linear footage method of assessment best assures that each property owner pays a proportionate share of the costs. Per the assessment policy, a property owner may not be charged more than 40 linear feet.

The linear footage charge is determined by dividing the total curb and gutter replacement cost, as shown in Table 1, by the total linear footage as shown in Exhibit A. For this project, the preliminary assessment rate is calculated to be \$35.75 per linear foot for curb and gutter.

Opinion of Project Costs

The opinion of Project Costs shown in Table 1 contains the estimated construction cost, engineering, and administrative costs.

**TABLE 1
OPINION OF PROJECT COSTS
2013 STREET RESURFACING
CURB & GUTTER AND SIDEWALK REPLACEMENT**

Construction Costs		
Estimated Construction Costs	\$11,326.25	
Less City Costs*	<u>\$ 5,663.13</u>	
Total Assessable Construction Costs		\$5,663.13
Technical Services		
Engineering 8%	\$453.05	
Administrative 2%	\$113.26	
Subtotal:		\$566.31
Total Assessable Project Cost		\$6,229.44

**The City is responsible for 50% of the curb and gutter costs per the assessment policy.*

PRELIMINARY ASSESSMENT RATE

Assessable Curb and Gutter Cost \$35.75 / Linear Foot

The preliminary assessments for each parcel are shown on Exhibit A. The total assessable curb and gutter replacement is 348.5 LF.



**EXHIBIT A
PRELIMINARY ASSESSMENT SCHEDULE
2014 STREET RESURFACING, CURB AND GUTTER REPLACEMENT
PROJECT No. 14-SR-101-0**

PARCEL No. 225/0609	PARCEL ADDRESS	OWNER NAME	MAILING ADDRESS		Preliminary Assessment						
			Address	CITY, STATE, ZIP	Assessable Linear FT	Cost per LF \$35.75	Resident Assessment \$17.88	City Portion \$17.88			
09364898	5739 Barbara Dr	Joseph J Lourigan & Tanya L Lourigan	5739 Barbara Dr	Fitchburg, WI 53711	20.0	\$715.00	R	50%	\$357.50	50%	\$357.50
16404385	5588 Byrneland St	William A Conn Jr & Kathleen J Conn	5588 Byrneland St	Fitchburg, WI 53711	20.5	\$732.88	R	50%	\$366.44	50%	\$366.44
16404607	5593 Byrneland St	Henry S Martin III & Jennifer R Heberling	5593 Byrneland St	Fitchburg, WI 53711	14.0	\$500.50	R	50%	\$250.25	50%	\$250.25
16423220	5651 Byrneland St	James D Scully & Becky J Scully	5651 Byrneland St	Madison, WI 53711	10.5	\$375.38	R	50%	\$187.69	50%	\$187.69
16425719	5654 Byrneland St	Theodore R McCarthy & Mary J McCarthy	5654 Byrneland St	Fitchburg, WI 53711	7.0	\$250.25	R	50%	\$125.13	50%	\$125.13
16425602	5658 Byrneland St	Jane A Gilbertson	5658 Byrneland St	Fitchburg, WI 53711	5.0	\$178.75	R	50%	\$89.38	50%	\$89.38
16423551	5663 Byrneland St	Louis C Chiang & So S Chiang	5663 Byrneland St	Fitchburg, WI 53711	5.0	\$178.75	R	50%	\$89.38	50%	\$89.38
09411229	5571 Cheryl Dr	Gerald L Doepke	5571 Cheryl Dr	Fitchburg, WI 53711	11.0	\$393.25	R	50%	\$196.63	50%	\$196.63
09365119	2701 Marledge St	David R Carlson & Verna J Carlson	2701 Marledge St	Fitchburg, WI 53711	15.5	\$554.13	R	50%	\$277.06	50%	\$277.06
09365333	2706 Marledge St	Daniel D Giesler & Jacqueline A Ramin	2706 Marledge St	Fitchburg, WI 53711	19.5	\$697.13	R	50%	\$348.56	50%	\$348.56
09365440	2712 Marledge St	Ryne D Natzke & Phoebe E Natzke**	2712 Marledge St	Fitchburg, WI 53711	40.0	\$1,430.00	R	50%	\$715.00	50%	\$715.00
09364781	2721 Marledge St	Rodney B Bina & Coletta Mulvihill Bina	2721 Marledge St	Fitchburg, WI 53711	5.0	\$178.75	R	50%	\$89.38	50%	\$89.38
09364567	2729 Marledge St	Gary Tsarovsky & Lesley A Coert	2729 Marledge St	Fitchburg, WI 53711	16.0	\$572.00	R	50%	\$286.00	50%	\$286.00
0936654	2744 Marledge St	Frank H Novak & Kathleen T Lange-Novak	2744 Marledge St	Fitchburg, WI 53711	22.0	\$786.50	R	50%	\$393.25	50%	\$393.25
09364236	2745 Marledge St	Thomas J Farley & Patricia Farley	2745 Marledge St	Fitchburg, WI 53711	8.5	\$303.88	R	50%	\$151.94	50%	\$151.94
09364012	2753 Marledge St	Cheryl A Hamilton	2753 Marledge St	Fitchburg, WI 53711	8.0	\$286.00	R	50%	\$143.00	50%	\$143.00
16262038	2582 Richardson St	David Mullins & Mary Mullins	2582 Richardson St	Fitchburg, WI 53711	13.0	\$464.75	R	50%	\$232.38	50%	\$232.38
16263573	2583 Richardson St	Gregory N Curless & Judy L Curless	2583 Richardson St	Fitchburg, WI 53711	15.0	\$536.25	R	50%	\$268.13	50%	\$268.13
16261922	2586 Richardson St	Leslie L Boettcher & David Y Toy	2586 Richardson St	Fitchburg, WI 53711	13.0	\$464.75	R	50%	\$232.38	50%	\$232.38
16261815	2590 Richardson St	Brian Nolan & Maria A G Nolan	2590 Richardson St	Fitchburg, WI 53711	14.5	\$518.38	R	50%	\$259.19	50%	\$259.19
16261593	2598 Richardson St	Mark J Mueller & Sandra L Mueller	2598 Richardson St	Fitchburg, WI 53711	20.0	\$715.00	R	50%	\$357.50	50%	\$357.50
16220565	2638 Richardson St	Ronald Peter Makin & Andrina Margaret Makin	2638 Richardson St	Fitchburg, WI 53711	25.0	\$893.75	R	50%	\$446.88	50%	\$446.88
16200569	2679 Richardson St	Mary V Upshaw	2679 Richardson St	Fitchburg, WI 53711	15.5	\$554.13	R	50%	\$277.06	50%	\$277.06
16406801	2534 Targhee St	Justin D Hartman	2534 Targhee St	Fitchburg, WI 53711	5.0	\$178.75	R	50%	\$89.38	50%	\$89.38
TOTAL C&G:					348.5	\$12,458.88			\$6,229.44		\$6,229.44

**Curb and gutter assessments may not be exceed 40 linear feet, actual is 46 linear feet.

Shawn Pfaff, Mayor
Introduced By

Public Works
Prepared by

Board of Public Works, Finance
Referred to

January 14, 2014
Date

**RESOLUTION R-06-14
PRELIMINARY ASSESSMENT RESOLUTION FOR
2014 RESURFACING CURB AND GUTTER REPLACEMENT**

Preliminary Resolution Declaring Intent to Exercise Special Assessment Police Powers Under Municipal Police Powers pursuant to §66.0701 Wisconsin Statutes, and Fitchburg Code of Ordinances Section 10-215 for the cost of replacing defective curb and gutter on streets in the 2014 Street Resurfacing contract in the City of Fitchburg.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Fitchburg, Dane County, Wisconsin that

1. The Common Council hereby declares its intention to exercise its police power under Sec. 66.0703 Wis. Stats. as incorporated in Section 10-215 of the Fitchburg Ordinances, to levy special assessments upon property in the assessment district hereafter described for benefits conferred upon such property by replacement of defective curb and gutter.
2. The property to be assessed lies within the following described assessment district:

ASSESSMENT DISTRICT

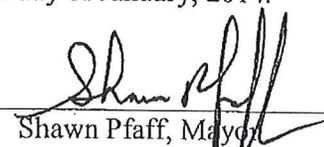
All properties with defective curb and gutter as identified by the City Engineer fronting Bryneland Street from S. Fish Hatchery Road to Richardson Street, Cheryl Drive from S. Fish Hatchery Road to Florann Drive, Marledge Street from Raritan Road to 200' south of Barbara Drive, Osmundsen Road from Lacy Road to Devoro Road, and Richardson Street from Lacy Road to Nutone Street.

3. The City Council hereby determines that the improvements constitute an exercise of the police power for the health, safety and welfare of the public.
4. The total amount assessed against the properties in the defined assessment district shall not exceed 100% of the City's direct and indirect costs of the improvements including, but not limited to, actual construction costs and related costs of engineering and legal services, administrative expense and borrowing costs related to the project.
5. The assessment against any parcel may be paid in cash or equal annual installments in accordance with schedule below, with interest on the unpaid balance at one percent (1%) over the City's borrowing rate. If the installment method is selected the remaining balance is due at time of transfer or sale of ownership of parcel.
Assessment Schedule:
 - a. If the assessment is less than \$500.00, the assessment shall be paid in one (1) annual installment.
 - b. If the assessment is at least \$500.00 but less than \$999.00, the assessment shall be paid in three (3) annual installments.

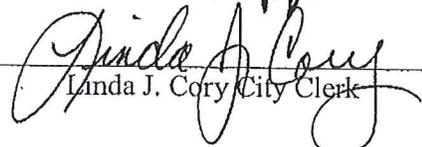
- c. If the assessment is at least \$1000.00 but less than \$4,999.00, the assessment shall be paid in five (5) annual installments.
 - d. If the assessment is greater than \$5000.00, the assessment shall be paid in seven (7) or more annual installments.
6. The City Engineer shall prepare a Preliminary Assessment Report which shall consist of:
 - a. Plans and specifications for the improvements.
 - b. An estimate of the entire direct and indirect cost of the improvements.
 - c. A schedule of the proposed assessments as to each parcel of property within the defined assessment district.
 - d. A statement that the respective properties against which the assessments are proposed are benefitted.
7. When the Preliminary Assessment Report is completed, the City Engineer shall file a copy of the Report with the City Clerk for public inspection.
8. Upon receiving the report of the City Engineer, the Clerk shall cause notice to be given pursuant to § 66.0703(7) Wisconsin Statutes, stating the nature of the proposed improvement, the general boundary lines of the proposed assessment district, the time and place at which the report may be inspected, and the time and place of the public hearing on the matter contained in the Preliminary Resolution and the Report. The notice shall be published as a Class 1 notice under Wis. Stat. Ch. 985 and a copy shall be mailed at least ten (10) days before the hearing, to every interested person whose post office address is known or can be ascertained with reasonable diligence.
9. The hearing shall be held before the Board of Public Works at a time set by the City Clerk in accordance with § 66.0703(7) Wis. Stats.

Adopted this 28th day of January, 2014.

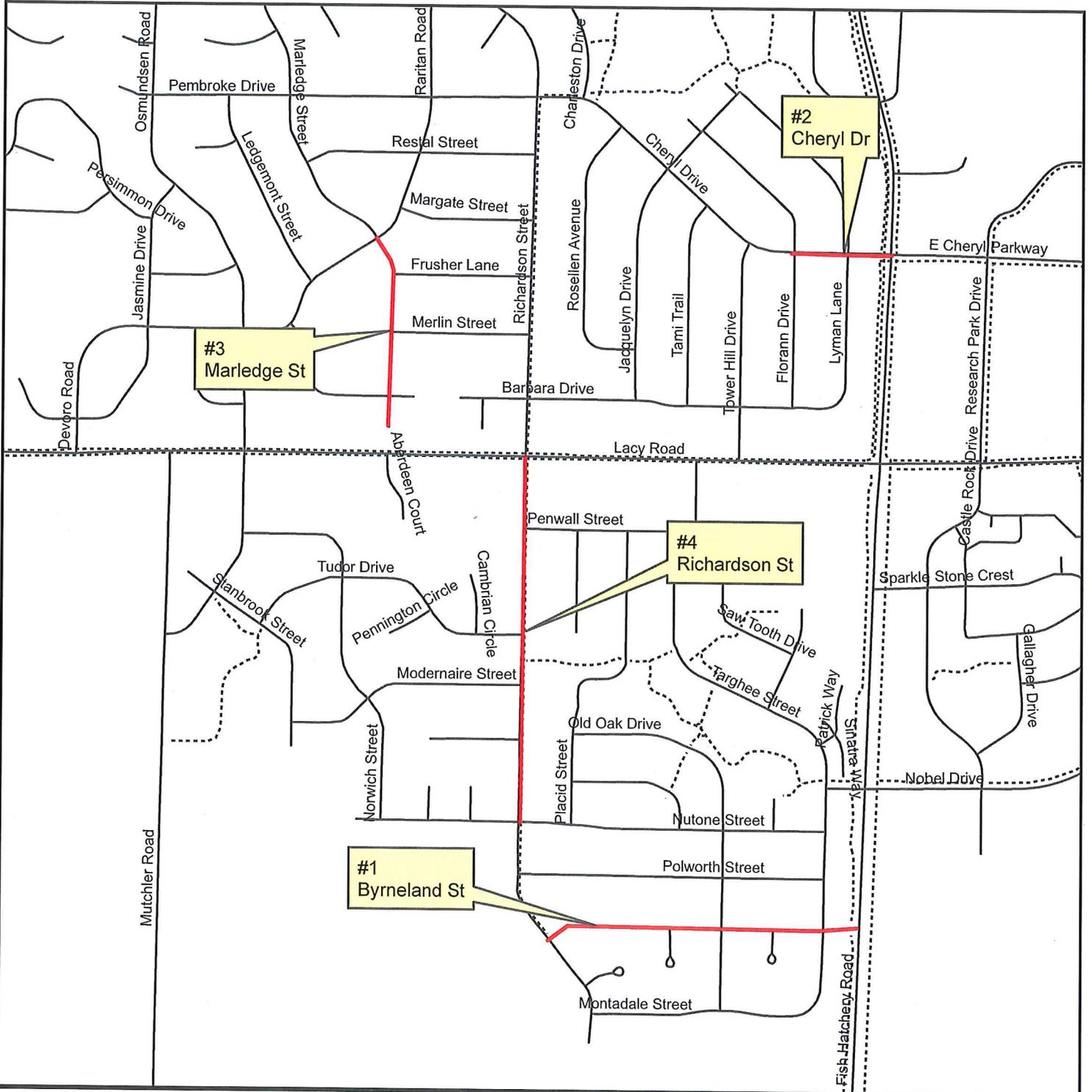
Approved By: _____


Shawn Pfaff, Mayor

Attested By: _____


Linda J. Cory, City Clerk

2014 Street Improvements Assessment District Boundary Map



1 inch = 912 feet

Created: 1/14/2014
By Public Works



City of Fitchburg
Public Works
5520 Lacy Road
Fitchburg, WI 53711-5318
(608) 270-4260

**EXHIBIT A
FINAL ASSESSMENT SCHEDULE
2014 STREET RESURFACING, CURB AND GUTTER REPLACEMENT
PROJECT No. 14-SR-101-0**

PARCEL		OWNER	MAILING ADDRESS		Measured Linear Feet	Final Cost					
PARCEL No.	ADDRESS	NAME	Address	CITY, STATE, ZIP		Cost per LF	Resident Assessment		City Portion		
225/0609						\$35.75	\$17.88	\$17.88			
09364898	5739 Barbara Dr	Joseph J Lourigan & Tanya L Lourigan	5739 Barbara Dr	Fitchburg, WI 53711	0	\$0.00	R	50%	\$0.00	50%	\$0.00
16404385	5588 Byrneland St	William A Conn Jr & Kathleen J Conn	5588 Byrneland St	Fitchburg, WI 53711	21.5	\$768.63	R	50%	\$384.31	50%	\$384.31
16404607	5593 Byrneland St	Jennifer R Heberling	5593 Byrneland St	Fitchburg, WI 53711	19.0	\$679.25	R	50%	\$339.63	50%	\$339.63
16423220	5651 Byrneland St	James D Scully & Becky J Scully	5651 Byrneland St	Madison, WI 53711	11.5	\$411.13	R	50%	\$205.56	50%	\$205.56
16425719	5654 Byrneland St	Theodore R McCarthy & Mary J McCarthy	5654 Byrneland St	Fitchburg, WI 53711	7.0	\$250.25	R	50%	\$125.13	50%	\$125.13
16425602	5658 Byrneland St	Sean D Amundson & Joy L Amundson	5658 Byrneland St	Fitchburg, WI 53711	5.5	\$196.63	R	50%	\$98.31	50%	\$98.31
16423551	5663 Byrneland St	Louis C Chiang & So S Chiang	5663 Byrneland St	Fitchburg, WI 53711	7.0	\$250.25	R	50%	\$125.13	50%	\$125.13
09411229	5571 Cheryl Dr	Gerald L Doepke	5571 Cheryl Dr	Fitchburg, WI 53711	12.0	\$429.00	R	50%	\$214.50	50%	\$214.50
09365119	2701 Marledge St	David R Carlson & Verna J Carlson	2701 Marledge St	Fitchburg, WI 53711	0	\$0.00	R	50%	\$0.00	50%	\$0.00
09365333	2706 Marledge St	Daniel D Giesler & Jacqueline A Ramin	2706 Marledge St	Fitchburg, WI 53711	0	\$0.00	R	50%	\$0.00	50%	\$0.00
09365440	2712 Marledge St	Ryne D Natzke & Phoebe E Natzke	2712 Marledge St	Fitchburg, WI 53711	0	\$0.00	R	50%	\$0.00	50%	\$0.00
09364781	2721 Marledge St	Rodney B Bina & Coletta Mulvihill Bina	2721 Marledge St	Fitchburg, WI 53711	0	\$0.00	R	50%	\$0.00	50%	\$0.00
09364567	2729 Marledge St	Gary Tsarovsky & Lesley A Coert	2729 Marledge St	Fitchburg, WI 53711	0	\$0.00	R	50%	\$0.00	50%	\$0.00
0936654	2744 Marledge St	Frank H Novak & Kathleen T Lange-Novak	2744 Marledge St	Fitchburg, WI 53711	0	\$0.00	R	50%	\$0.00	50%	\$0.00
09364236	2745 Marledge St	Thomas J Farley & Patricia Farley	2745 Marledge St	Fitchburg, WI 53711	0	\$0.00	R	50%	\$0.00	50%	\$0.00
09364012	2753 Marledge St	Cheryl A Hamilton	2753 Marledge St	Fitchburg, WI 53711	0	\$0.00	R	50%	\$0.00	50%	\$0.00
16262038	2582 Richardson St	David Mullins & Mary Mullins	2582 Richardson St	Fitchburg, WI 53711	13.0	\$464.75	R	50%	\$232.38	50%	\$232.38
16263573	2583 Richardson St	Gregory N Curless & Judy L Curless	2583 Richardson St	Fitchburg, WI 53711	15.0	\$536.25	R	50%	\$268.13	50%	\$268.13
16261922	2586 Richardson St	Leslie L Boettcher & David Y Toy	2586 Richardson St	Fitchburg, WI 53711	20.0	\$715.00	R	50%	\$357.50	50%	\$357.50
16261815	2590 Richardson St	Brian Nolan & Maria A G Nolan	2590 Richardson St	Fitchburg, WI 53711	14.0	\$500.50	R	50%	\$250.25	50%	\$250.25
16261593	2598 Richardson St	Mark J Mueller & Sandra L Mueller	2598 Richardson St	Fitchburg, WI 53711	20.0	\$715.00	R	50%	\$357.50	50%	\$357.50
16220565	2638 Richardson St	Ronald Peter Makin & Andrina Margaret Makin	2638 Richardson St	Fitchburg, WI 53711	25.0	\$893.75	R	50%	\$446.88	50%	\$446.88
16200569	2679 Richardson St	Mary V Upshaw	2679 Richardson St	Fitchburg, WI 53711	15.0	\$536.25	R	50%	\$268.13	50%	\$268.13
16406801	2534 Targhee St	Justin D Hartman	2534 Targhee St	Fitchburg, WI 53711	5.5	\$196.63	R	50%	\$98.31	50%	\$98.31
TOTAL C&G:					211	\$7,543.25			\$3,771.63		\$3,771.62

**Work did not take place on Barbara Drive or Marledge Street therefore assessment linear feet display zero. Construction is anticipated in 2015 with a new preliminary and final assessment to be issued.

**2014 STREET RESURFACING
CURB & GUTTER REPLACEMENT
FINAL ASSESSMENT REPORT
PROJECT NO. 14-SR-101-0**



**City of Fitchburg
Department of Public Works
5520 Lacy Road
Fitchburg, WI 53711
Dane County
Wisconsin**

City of Fitchburg

Committee or Commission Referral

Direct Referral Initiated by: Mandi M. Miller
 Direct Referral Approved by:

Date Referred: **January 13, 2015** Ordinance Number:
 Date to Report Back: **February 24, 2015** Resolution Number: **R-04-15**

Sponsored by: Mayor Drafted by: Mandi M. Miller

TITLE: EXPRESSING CITY OF FITCHBURG COMMITMENT TOWARD BECOMING A “DEMENTIA FRIENDLY COMMUNITY”

Background:

Dementia currently affects 116, 000 people in Wisconsin and this number is expected to double by the year 2025; women over the age of 60 have a 1 in 6 chance of developing dementia and men have a 1 in 11 chance; the percentage of those over age 85 with dementia is almost 50%. The growing numbers of people suffering from this creates a need in our community to be sensitive to the issues of older adults and work to improved accessibility to city services by pursuing senior-friendly initiatives in city parks, conservancies, along trails, at crosswalks, and through training of emergency response personnel. Becoming a Dementia Friendly Community will help to connect those suffering from dementia to the Fitchburg community and all that it offers residents.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Commission on Aging	Jill McHone	February 12, 2015	
2				
3				
4				

Amendments:

Shawn Pfaff, Mayor
Introduced by

Mandi M. Miller
Prepared by

Fitchburg Common Council
Referred to

January 13, 2014
Date

RESOLUTION R-04-15

**EXPRESSING CITY OF FITCHBURG COMMITMENT TOWARD BECOMING A
“DEMENTIA FRIENDLY COMMUNITY”**

WHEREAS dementia currently affects 116, 000 people in Wisconsin and this number is expected to double by the year 2025; women over the age of 60 have a 1 in 6 chance of developing dementia and men have a 1 in 11 chance; the percentage of those over age 85 with dementia is almost 50%; and

WHEREAS, The City of Fitchburg has made a significant commitment to older adults with dementia and their families through their support of services and programs at the Fitchburg Senior Center, including Case Management services, caregiver support groups, and educational programs in partnership with the Alzheimer’s and Dementia Alliance of Wisconsin; and

WHEREAS, other City of Fitchburg departments need to be sensitive to the issues of older adults and work to improved accessibility to city services by pursuing senior-friendly initiatives in city parks, conservancies, along trails, at crosswalks, and through training of emergency response personnel; and

WHEREAS, the Alzheimer’s & Dementia Alliance of Wisconsin is leading an initiative to establish “Dementia Friendly Communities” to help increase awareness of dementia and decrease the stigma for those who live with a disease that causes memory and thinking impairments; and

WHEREAS, a Dementia Friendly Community works to improve the quality of life for all those who are affected, both for the people with memory challenges and their caregivers, by educating employees in local businesses on how to recognize and best assist a person with dementia.

NOW BE IT HEREBY RESOLVED, BY THE Fitchburg Common Council that it directs staff to work with the Dementia Friendly Community task force to create a community that addresses the needs of individuals living with dementia as well as their caregivers.

Adopted this ____ day of February, 2015.

Patti Anderson, City Clerk

Shawn Pfaff, Mayor

City of Fitchburg

Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred: **January 13, 2015**

Date to Report Back: **January 27, 2015** Resolution Number: **R-05-15**

Sponsored by: Mayor

Drafted by: City Attorney

TITLE: RESOLUTION TO APPROVE AMENDMENT TO
TECHLANDS DEVELOPMENT AGREEMENT

Background: Developer requests that single family lots be removed from the Development Agreement for Tax Incremental Financing to construct Nobel Drive and Mica Road so as to allow the sale of those lots to a third party.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Plan Commission	Hovel	January 20, 2015	
2				
3				
4				

Amendments:

Document Number

**AMENDMENT TO
DEVELOPMENT AGREEMENT**

This Amendment to Development Agreement (the "**Amendment**") is made as of the _____ of _____, 2015, by and between Tech Lands, LLC ("**Tech Lands**") and the City of Fitchburg, Wisconsin (the "**City**").

WITNESSETH

WHEREAS, Tech Lands and the City, along with Green-Tech Land Company, LLC and FTC Holdings, Inc., entered into that certain Development Agreement recorded in the office of the Dane County, Wisconsin Register of Deeds on June 2, 2011, as Document No. 4767948 (the "**Development Agreement**"); and

WHEREAS, the real property affected by the Development Agreement included certain lands owned by Tech Lands, now platted, the legal description of which is currently as follows:

Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21, Techlands, located in the City of Fitchburg, Dane County, Wisconsin. (the foregoing lots shall be herein collectively referred to as the "**Single Family Residential Lots**"); and

WHEREAS, the Single Family Residential Lots are to be used and developed for single family residential purposes, and is desirable that the Development Agreement be terminated as to the Single Family Residential Lots; and

WHEREAS, the City is willing to agree to terminate the Development Agreement as to the Single Family Residential Lots.

NOW, THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

- 1.) The Development Agreement shall not be applicable to, and is released with respect to, the Single Family Residential Lots. All terms, covenants, and conditions of the Development Agreement are hereby terminated as to the Single Family Residential Lots. Nothing herein shall be construed as an amendment to the boundaries of City of Fitchburg Tax Incremental District No. 4 and it is acknowledged by City and Tech Lands that the Single Family Residential Lots remain within said District and any actual Aggregate Value Increment (as that term is defined in the Development Agreement) generated thereby shall be counted for all purposes under the Development Agreement, including but not limited to Article III thereof.

Record this document with the Register of Deeds

Name and Return Address:

See Exhibit A
(Parcel Identification Number)

- 2.) All other terms, covenants, and conditions of the Development Agreement, as previously amended, shall remain unchanged with respect to the remainder of the real property described in the Development Agreement.

[See Attached Signature Pages]

CONSENT OF GREEN-TECH

The undersigned Green-Tech Land Company, LLC, by its authorized representative, does hereby consent to the foregoing Amendment to Development Agreement this ____ day of _____, 2015.

GREEN-TECH LAND COMPANY, LLC

By: _____

Print Name: _____

Print Title: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this ____ day of _____, 2015, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

Notary Public, Dane County, WI
My Commission Expires: _____

Exhibit A

Tax Parcel Numbers

Tax Parcel Numbers: 225/0609-152-6545-2, 225/0609-152-6556-2, 225/0609-152-6567-2, 225/0609-152-6578-2, 225/0609-152-6589-2, 225/0609-152-6600-2, 225/0609-152-6611-2, 225/0609-152-6622-2, 225/0609-152-6633-2, 225/0609-152-6644-2, 225/0609-152-6655-2, 225/0609-152-6666-2, 225/0609-152-6677-2, 225/0609-152-6688-2, 225/0609-152-6699-2, 225/0609-152-6710-2, 225/0609-152-6721-2

Mayor
Introduced by

City Attorney
Prepared by

Plan Commission
Referred to

January 13, 2015
Date

RESOLUTION R-05-15

RESOLUTION TO APPROVE AMENDMENT TO TECHLANDS DEVELOPMENT
AGREEMENT

WHEREAS, The City and Techlands, LLC along with others entered into an agreement to provide Tax Incremental Financing to assist in the construction of Nobel Drive and Mica Road; and

WHEREAS, The property subject to the agreement has been platted and now contains a number of single family lots; and

WHEREAS, The agreement creates a cloud on title limiting the salability of the single family lots; and

WHEREAS, Techlands desires to sell the single family lots to allow construction on those lots.

NOW BE IT HEREBY RESOLVED, BY THE Fitchburg Common Council that it approves the attached Amendment to the Development Agreement, removing the single family lots from the agreement.

BE IT FURTHER RESOLVED, by the Fitchburg Common Council that it authorizes the Clerk and Mayor to sign the attached agreement.

Adopted this _____ day of _____, 20____.

Patti Anderson, Clerk

Shawn Pfaff, Mayor

City of Fitchburg

Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred: **November 25, 2014** Ordinance Number:
Date to Report Back: **January 13, 2015** Resolution Number: **R-115-14**

Sponsored by: Mayor Drafted by: Planning / Zoning

TITLE: A RESOLUTION APPROVING A COMPREHENSIVE
 DEVELOPMENT PLAN FOR FAHEY FIELDS
 DEVELOPMENT, LOT 2 CSM 9896

Background: Comprehensive Development Plan Request CDP-2045-14 by Tony Heinrichs, agent for Fahey Land LLC, for a residential development for the Fahey Fields development project, on property located near Nobel Drive.

Applicant is requesting CDP approval for the Fahey Property. The proposed CDP calls for 145 parcels, 141 which would be buildable.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Plan Commission	Hovel/Sloper	December 16, 2014	Approved
2	Park Commission	Endl	December 4, 2014	Approved

Amendments:

Park Commission approved CDP-2045-14 with an amendment to include the addition of an east-west path to McGaw Park between proposed Lots #106-#107. Documents have been updated by the applicant to include this additional path.



City of Fitchburg
 Planning/Zoning Department
 5520 Lacy Road
 Fitchburg, WI 53711
 (608-270-4200)

LAND DIVISION APPLICATION

The undersigned owner, or owner's authorized agent, of property herein described hereby submits ten (10) copies of the attached maps, one (1) copy no larger than 11" x 17", and one (1) pdf document of the complete submittal (planning@fitchburgwi.gov) for approval under the rules and requirements of the Fitchburg Land Division Ordinance.

- 1. Type of Action Requested:**
- Certified Survey Map Approval
 - Preliminary Plat Approval
 - Final Plat Approval
 - Replat
 - Comprehensive Development Plan Approval

- 2. Proposed Land Use (Check all that Apply):**
- Single Family Residential
 - Two-Family Residential
 - Multi-Family Residential
 - Commercial/Industrial

3. No. of Parcels Proposed: ≈200

4. No. Of Buildable Lots Proposed: ≈200

5. Zoning District: Existing: A-T; Transitional Agriculture Proposed: R-LM; Low to Medium Density Residential

6. Current Owner of Property: Fahey Land LLC

Address: 5370 Irish Lane, Fitchburg, WI 53711 **Phone No:** (608) 271-3878

7. Contact Person: Tony Heinrichs

Email: tonyheinrichs@aol.com

Address: 702 N. High Point Road, Suite 200, Madison, WI 53717 **Phone No:** (608) 235-9220

8. Submission of legal description in electronic format (MS Word or plain text) by email to: planning@fitchburgwi.gov

Pursuant to Section 24-2 (4) of the Fitchburg Land Division Ordinance, all Land Divisions shall be consistent with the currently adopted City of Fitchburg Comprehensive Plan.

Respectfully Submitted By: *Tony Heinrichs* Tony Heinrichs
 Owner's or Authorized Agent's Signature Print Owner's or Authorized Agent's Name

PLEASE NOTE - Applicants shall be responsible for legal or outside consultant costs incurred by the City. Submissions shall be made at least four (4) weeks prior to desired plan commission meeting.

For City Use Only: **Date Received:** _____

Ordinance Section No. _____ **Fee Paid:** _____

Permit Request No. _____

Comprehensive Development Plan Fahey Fields Fitchburg, WI

**Irish 1855 Development LLC
Fitchburg, WI
December 9th, 2014**

**Prepared by:
D'Onofrio, Kottke & Associates Inc.
7530 Westward Way
Madison, WI 53717
608-833-7530
Nathan G. Oswald, E.I.T.**

FN: 14-07-113

Contact Information Sheet for Fahey Fields

Land Owner/Subdivider

Tony Heinrichs
702 N. High Point Road, Suite 200
Madison, WI 53717
Phone: 608-836-9444
Email: tonyheinrichs@aol.com

Land Owner/Subdivider

David Fahey
5376 Irish Lane
Madison, WI 53711
Phone: 608-658-0174
Email: faheyfields1@gmail.com

Planner/Surveyor/Civil Engineer

D'Onofrio, Kottke & Associates, Inc
Ron Klaas, P.E.
Brett Stoffregan, R.L.S.
7530 Westward Way
Madison, WI 53719
Phone: 608-833-7530
Email: rklaas@donofrio.cc
bstoffregan@donofrio.cc

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1 Introduction

D’Onofrio, Kottke & Associates Inc. has prepared this Comprehensive Development Plan (CDP) for the proposed Fahey Fields development project. The CDP will be used as the guide for developing the former 80 acre parcel owned by Fahey Land LLC located near Nobel Drive. A mix of residential neighborhood, park land, and a potential school site are included in the proposed development, which will meet the City of Fitchburg’s and the McGaw Park Neighborhood Plan’s minimum standards and requirements.

This CDP is submitted for review and approval by the City of Fitchburg under Zoning Ordinance Chapter 22.

2 Existing Conditions

2.1 Site Location

The subject property is composed of 80 acres and is located north of Irish Lane and south of Lacy Road. It is the northerly 80 acres of Lot 2, CSM 9896, within Section 15 of the City of Fitchburg. The property is approximately bounded by:

- South: Fahey family farm and Irish Lane.
- North: The Crossing Condominium property, Waterford Glen, and vacant land owned by Joe and Karen Rueden.
- East: McGaw Park and the Stoneman family farm
- West: Fitchburg Technology Campus and Bowman farms

Figure 1 illustrates the project location and the surrounding existing area.

2.2 Zoning

The property is currently zoned as A-T (Transitional Agriculture) development as shown in **Figure 2**. **Figure 3** illustrates the location of the development within the McGaw Park Neighborhood Plan future development map. We plan on zoning the single family lots as R-LM (Low to Medium Density District) and multi-family lots as PDD (Planned Development District) as defined by Chapter 22 in the City of Fitchburg’s ordinances. The multi-family development is planned to have a density similar to The Vue and the density proposed at Quarry Vista.

2.3 Topography

Figure 4 displays the existing conditions of the project site which currently functions as cultivated farmland.

2.4 Soil Information

The project site’s existing soil consists of mostly Ringwood silt loam (65%) at 6 to 12 percent slopes, Griswold loam (25%) at 2 to 6 percent slopes, and small amount of Plan silt loam (10%) at 2 to 6 percent slopes, according to the Natural Resources Conservation Service Web Soil Survey

(<http://websoilsurvey.nrcs.usda.gov>). Based on the web soil survey, all of the existing soils are assigned to a hydrologic soil group B, which consists of “soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.” **Figure 5** shows the location of the different soil types.

Prior to construction of the proposed development, soil borings will be performed and analyzed.

2.5 Natural Features

The “Heritage and Specimen Tree Assessment” section on page 3-41 of the McGaw Park Neighborhood Plan states that National Resource Consultants (NRC) has located 33 heritage trees and 56 specimen trees in the study area of the McGaw Park Neighborhood Plan. However, there are no specimen or heritage trees located within the proposed development according to the McGaw Park Neighborhood Plan. This was confirmed with a site visit as well.

2.6 Environmental Designations

According to the Wisconsin Wetland Inventory on the DNR Surface Water Data Viewer, the proposed project site contains a “small area of wetland too small to delineate”. Approximately 300 feet to the west of the proposed site contains a wetland indicator which will not influence construction of the proposed development. **Figure 6** displays the existing wetland and wetland indicators. However, during the site visit, no wetland vegetation was observed, and therefore, we do not believe there is any wetland within the project.

Existing environmental corridor locations within and near the project site are shown in **Figure 7** and are incorporated in the development design to be unbuildable land.

2.7 Surface Runoff

The storm water surface runoff of the pre-developed site currently drains to the north which eventually drains to the McGaw regional detention basin. Fahey Fields is located within the Yahara River and Lake Monona watershed within the Lower Rock watershed as shown in **Figure 8** according to Dane County Land & Water Resources.

3 Proposed Development

3.1 Proposed Site Plan

The proposed Fahey Fields development consists of a mixed residential neighborhood with approximately 138 single family dwelling units located on 35.7 acres and 333 multi-family units on 11.1 acres. Since the proposed development is located in a residential area with a minimum average density of 10 DU/Ac according to the McGaw Neighborhood Plan Growth Model (page 1-12), the gross density for the proposed site will meet or exceed the minimum required DU/Ac for each respective zone.

A north-south path is planned to be constructed through the Techlands Park to the south of Nobel Drive. We plan to construct a bike path north of Nobel Drive through outlot 1 to the northern property line and continue the path east, to McGaw Park.

3.2 Proposed Utility Plan

The western half of the proposed development will be serviced by the 10” sanitary sewer stubbed to the plat line from Fahey Glen (by the Woods Hollow Interceptor). The eastern half of the development will be serviced by the 8” sanitary sewer that is stubbed to the west end of Harvest Way in The Crossing (by the Syene Interceptor). 10” sanitary sewer shall be installed on Fahey Glen, from the north plat line to the intersection of Nobel Drive, and 8” sanitary sewer shall be installed throughout the remainder of the plat.

A 10-inch sanitary sewer with a minimum slope of 0.4% has a capacity of 1.63 cfs. Using 150 gpd for multi-family units (333 units) and 225 gpd for single family residential units (75 units) with a peak factor of 4, the development will produce 0.41 cfs during peak periods.

An 8-inch sanitary sewer with a minimum slope of 0.4% has a capacity of 0.90 cfs. Using 150 gpd for multi-family units (0 units) and 225 gpd for single family residential units (60 units) with a peak factor of 4, the development will produce 0.08 cfs during peak periods.

MMSD fees, Woods Hollow Interceptor fees, and Syene Interceptor fees will be paid for at the time of platting.

Public water main will be extended from Nobel Drive and Fahey Glen and looped throughout the project. All buildings at an elevation of 1007’ or less that have water services fed from Nobel Drive and Fahey Glen plat connections will require pressure reducing valves. Those buildings will have water pressures greater than 80 psi.

Water impact fees will be paid for prior to the City of Fitchburg’s release of any building permits. These fees are included with each building permit.

The proposed sanitary sewer and water main layout will be reviewed by the City of Fitchburg’s Utility Project Engineer prior to construction.

3.3 Proposed Street Plan

All streets located within the proposed project will be designed to meet all of the public road specification requirements for the City of Fitchburg (Chapter 27, division 6) and McGaw Park Neighborhood Plan.

We would like to propose a reduced speed limit of 25 mph for both Notre Dame Drive and Fahey Glen through this neighborhood. This would assist with traffic calming at intersections and at the mid-block path crossings. Table-top type speed bumps are proposed at the mid-block path crossings.

3.4 Proposed Park

McGaw Park is located to the east of the proposed Fahey Fields development site, and is designed to be expanded approximately 14 acres in order to better serve the recreational needs of the neighborhood residents. This park expansion will be dedicated and meet the McGaw Park Neighborhood park dedication requirements. Fees in lieu of park dedication may be paid at a rate of \$4,330 per dwelling unit or approximately \$65,000 per acre per the City of Fitchburg's Chapter 24-2 (d)(2)(e) ordinance.

Within outlots 1 and 3, the park area will consist of a 20' wide strip of land for the recreational trail running the length of each outlet.

3.5 Proposed Development Plan

The Fahey Fields development project is anticipated to be developed over a 10-year time frame in 6 phases. The exact number of phases and their corresponding time frame will be determined based on market demand. The staging areas for Fahey Fields are to be addressed prior to each construction phase on an individual basis.

We are proposing a buffer on the multi-family lot (south of Nobel Drive) along with the 104' boulevard street, which will provide a buffer between the proposed single family lots and multi-family lots.

A neighborhood meeting that included town residents has already occurred on August 5th, 2014 which discussed the proposed development of Fahey Fields.

3.6 Storm Water Management Plan

The proposed storm water management system for the development site will be designed to meet all of the City of Fitchburg's requirements as described in Ordinance Chapter 30-28. The "McGaw Basin Stormwater Charge Report" includes this project within its boundaries. An erosion control and storm water management permit application along with a storm water management maintenance agreement will be submitted to the Public Works Department prior to construction of the development.

Since this project is located within the McGaw Neighborhood Plan, stormwater performance standards will need to be met within the proposed plat boundary.

A large portion of our project that is within the watershed draining to The Crossing is park land, which will not increase the flow. The Crossing, which is downstream of the proposed project, has a known stormwater capacity restriction. If The Crossing cannot find a way to handle off-site flow, then we will look at diverting a portion of this project within this watershed to the Rueden channel.

3.7 Proposed Land Use Data

Total Site = 80 Acres

<u>Proposed land use area and units</u>	<u>Ac</u>	<u>units</u>	<u>Density</u>
Low Density Single Family Residential	32.9	137	4.2
High Density Apartments	11.1	333	30.0
Total	44.0	470	10.6

<u>Residential density</u>	
Gross Density	10.7 DU/Ac

<u>Multifamily Breakdown</u>	<u>Total</u>
1 – bedroom	25%
2 – bedroom	50%
3 – bedroom	25%

<u>Area by land use</u>	
Total Residential Development Acreage	44.0 Ac (55.0% of total site)
Proposed Parks & Open Space	14.4 Ac (18.0% of total site)
Stormwater Facilites	4.0 Ac (5.0% of total site)
Total Public Streets	15.2 Ac (19.0% of total site)
Institutional	2.4 Ac (3.0% of total site)
Total	80.0 Ac

4 Estimated Assessed Value

Development Type	Estimated Assessed Value
137 SF Homes @ \$300,000	\$41,100,000
333 Apartments @ \$70,000	\$23,310,000
Total Estimated Assessed Value	<u>\$64,410,000</u>

Figures

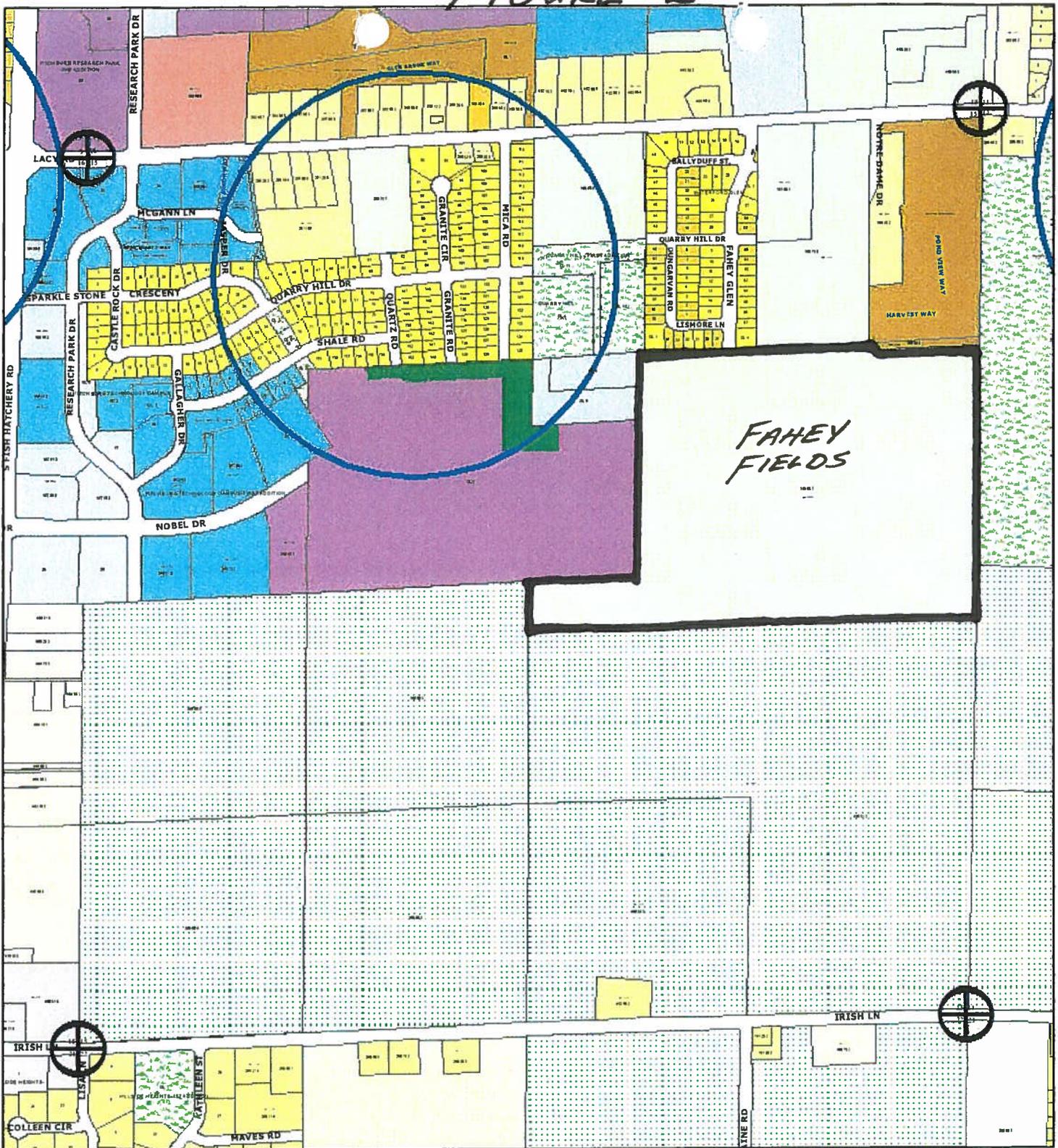
Figure 1	Project Location
Figure 2	Zoning Map
Figure 3	McGaw Park Neighborhood Plan Map
Figure 4	Existing Topography
Figure 5	Web Soil Survey Map
Figure 6	Wetland Map
Figure 7	Environmental Corridors
Figure 8	Watershed Map
Figure 9	Draft Preliminary Plat
Figure 10	On-Site Watershed Map
Figure 11	Off-Site Watershed Map
Figure 12	Urban Service Area Map
Figure 13	Phase Map
Figure 14 & 15	Preliminary Street & Utility Plans



Google earth



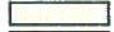
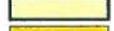
FIGURE 2



CITY OF FITCHBURG

SECTION 15 TOWNSHIP 6N RANGE 9E

Zoning Districts

	R-R, Rural Residential		R-D, Rural Development		City Limits
	R-L, Low Density Residential		I-S, Specialized Industrial		Wellhead Protection Area
	R-LM, Low to Medium Density Residential		I-G, General Industrial		Reduced Setbacks
	R-HA, Former R-4 Residential		PDD-GIP, Planned Development District - General Implementation Plan		Section Corner
	R-M, Medium Density Residential		PDD-SIP, Planned Development District - Specific Implementation Plan		
	R-H, High Density Residential		P-R, Park and Recreation District		
	B-P, Professional Business		A-T, Transitional Agriculture		
	B-G, General Business		A-X, Exclusive Agriculture		
	B-H, Highway Business		A-S, Small Lot Agriculture		
			SC-NC, SmartCode - New Community		



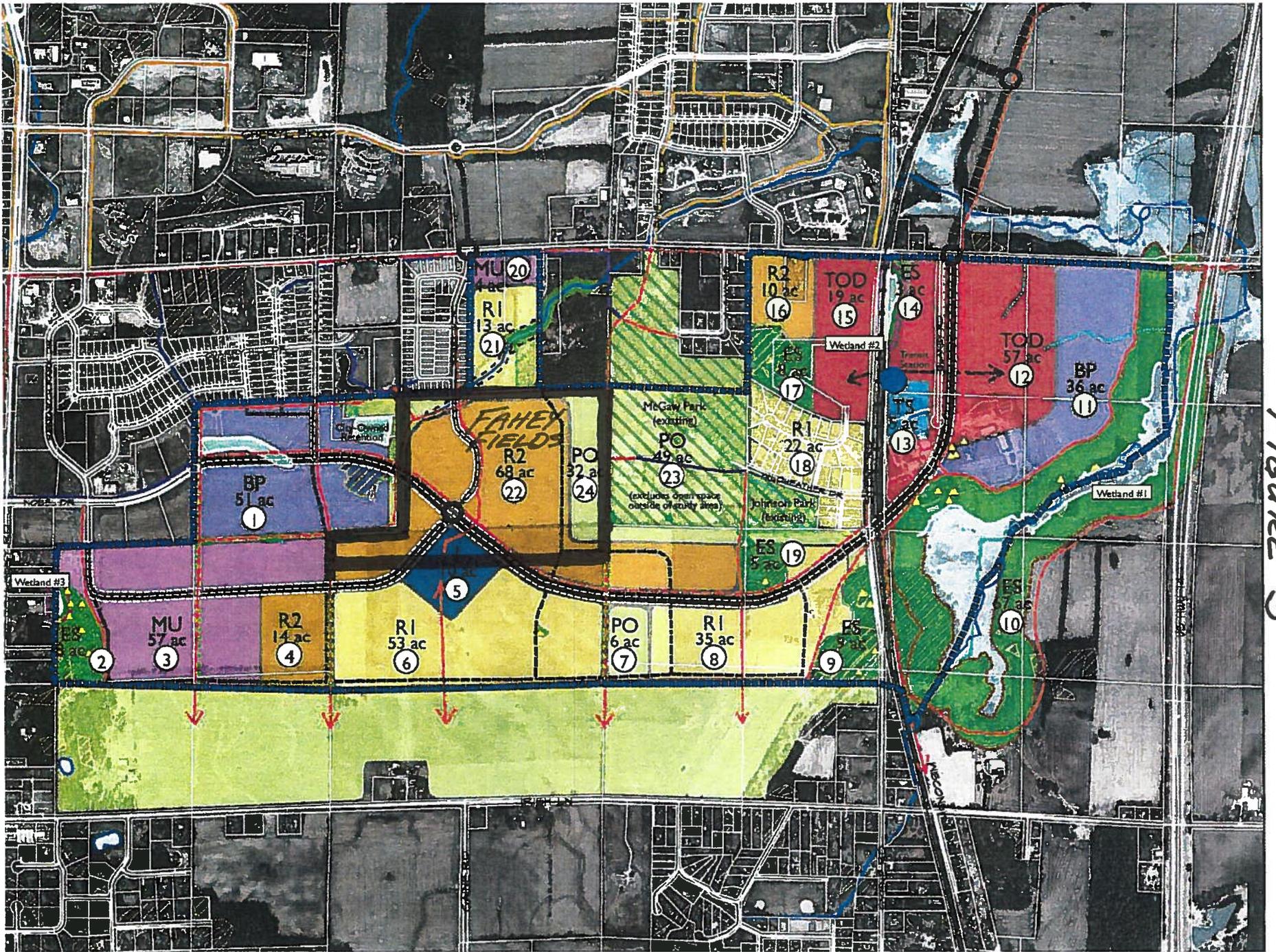


FIGURE 3

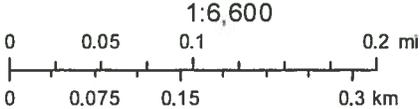
Fahey Fields



FIGURE 4

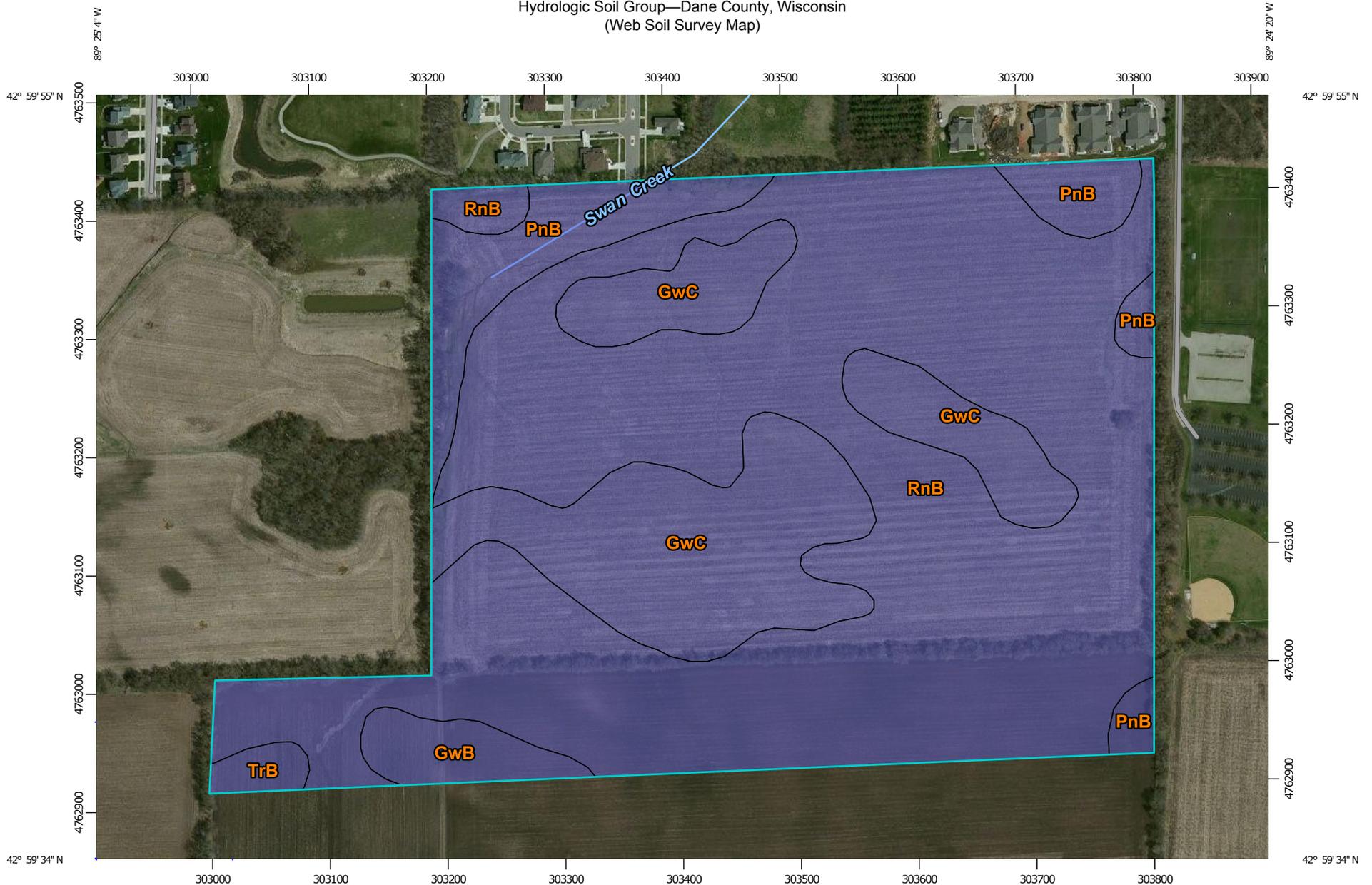
November 7, 2014

- Contours - 10 ft Intervals
- Rivers and Streams
- DNR Wetlands
- Special Flood Hazard Text
- ▨ Floodway Areas in Zone AE
- (A; AE)
- 0.2 Percent Annual Flood Chance Area
- ▨ Tax Parcels

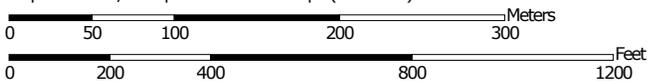


Planning Geophysical

Figure 5
Hydrologic Soil Group—Dane County, Wisconsin
(Web Soil Survey Map)



Map Scale: 1:4,550 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Lines

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Points

 A
 A/D
 B
 B/D

 C
 C/D
 D
 Not rated or not available

Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Dane County, Wisconsin
 Survey Area Data: Version 12, Sep 18, 2014

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 29, 2011—Sep 10, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Hydrologic Soil Group— Summary by Map Unit — Dane County, Wisconsin (WI025)				
Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
GwB	Griswold loam, 2 to 6 percent slopes	B	2.0	2.5%
GwC	Griswold loam, 6 to 12 percent slopes	B	16.5	20.4%
PnB	Plano silt loam, till substratum, 2 to 6 percent slopes	B	6.8	8.4%
RnB	Ringwood silt loam, 2 to 6 percent slopes	B	54.8	67.8%
TrB	Troxel silt loam, 1 to 3 percent slopes	B	0.7	0.9%
Totals for Area of Interest			80.8	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

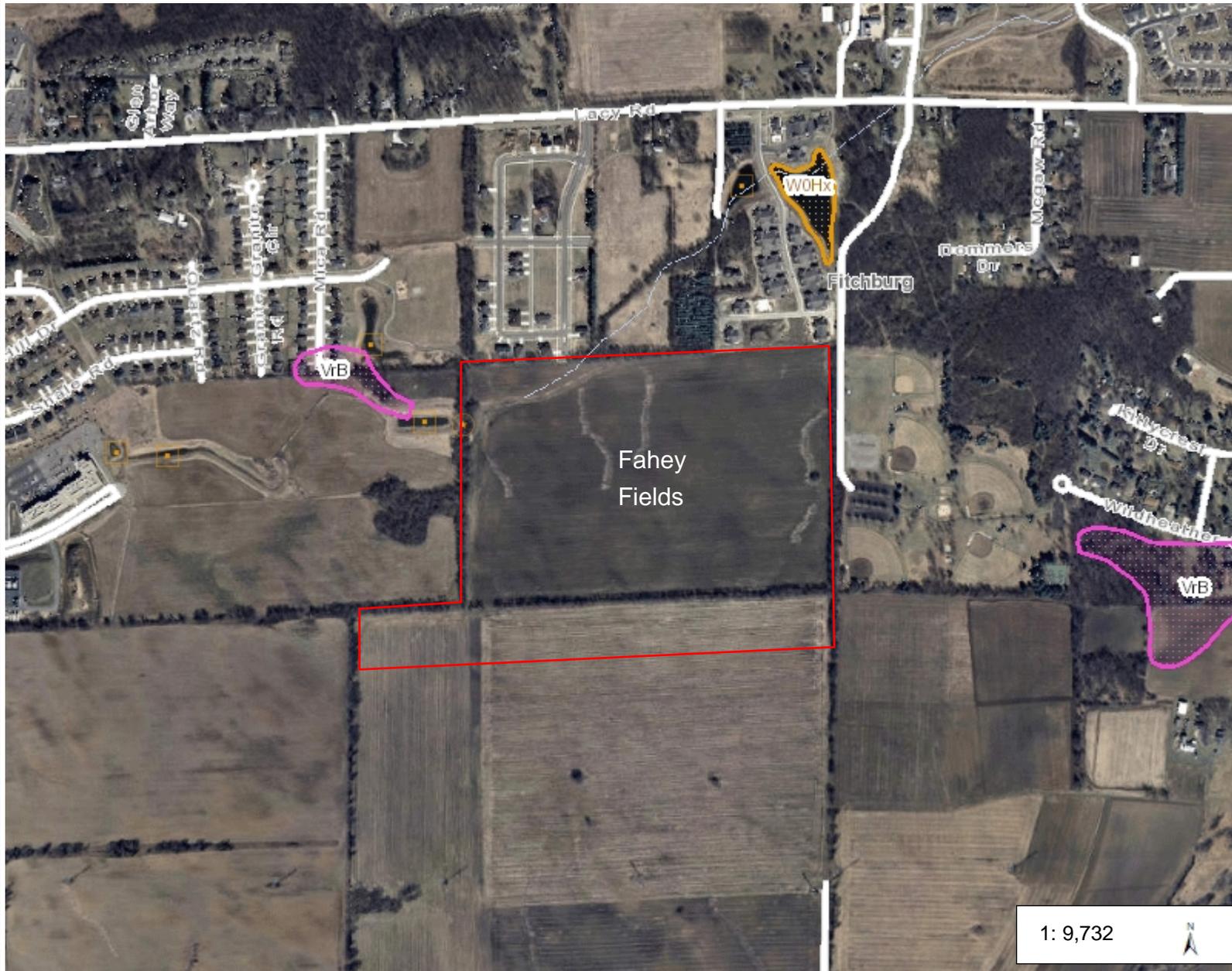
Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher



Figure 6 - Surface Water Data Viewer Map



Legend

- Wetland Class Points**
 - Dammed pond
 - Excavated pond
 - Filled excavated pond
 - Filled/draind wetland
 - Wetland too small to delineate
 - Filled Points**
 - Filled Points
 - Wetland Class Areas**
 - Wetland
 - Upland
 - Filled Areas**
 - Filled Areas
 - Other Features**
 - NRCS Wetspots
 - Wetland Indicators
 - Rivers and Streams
 - Open Water
- 2010 Air Photos (WROC)

1: 9,732



NAD_1983_HARN_Wisconsin_TM
© Latitude Geographics Group Ltd.

DISCLAIMER: The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: <http://dnr.wi.gov/org/legal/>

Notes

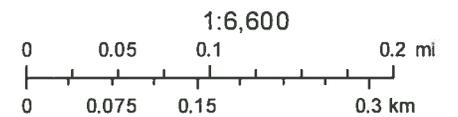
Fahey Fields



FIGURE 7

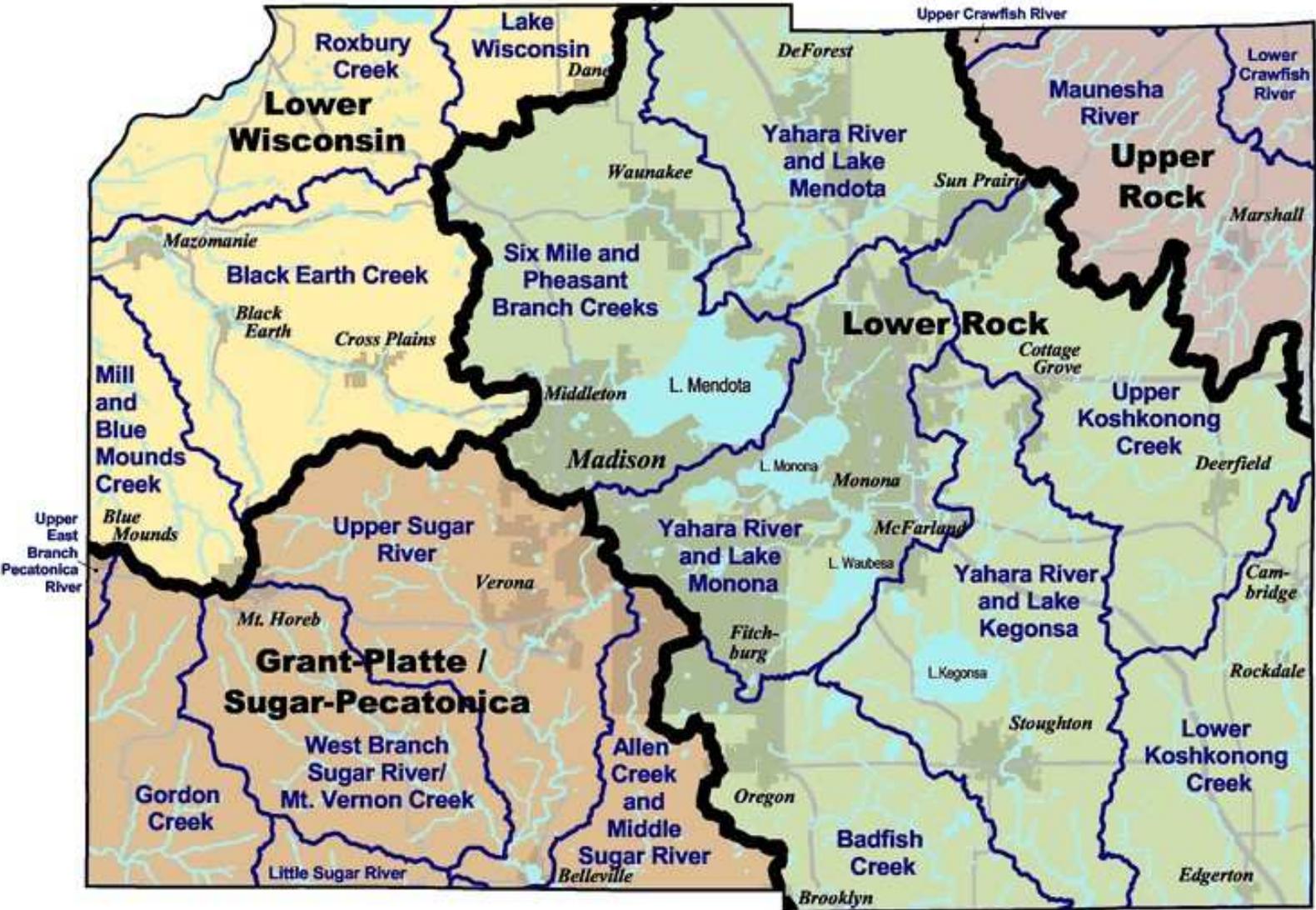
November 7, 2014

- | | | |
|--|--|--|
|  Rivers and Streams |  Floodway Areas in Zone AE |  Environmental Corridor |
|  DNR Wetlands |  (A; AE) |  Tax Parcels |
| Special Flood Hazard Text |  0.2 Percent Annual Flood Chance Area | |

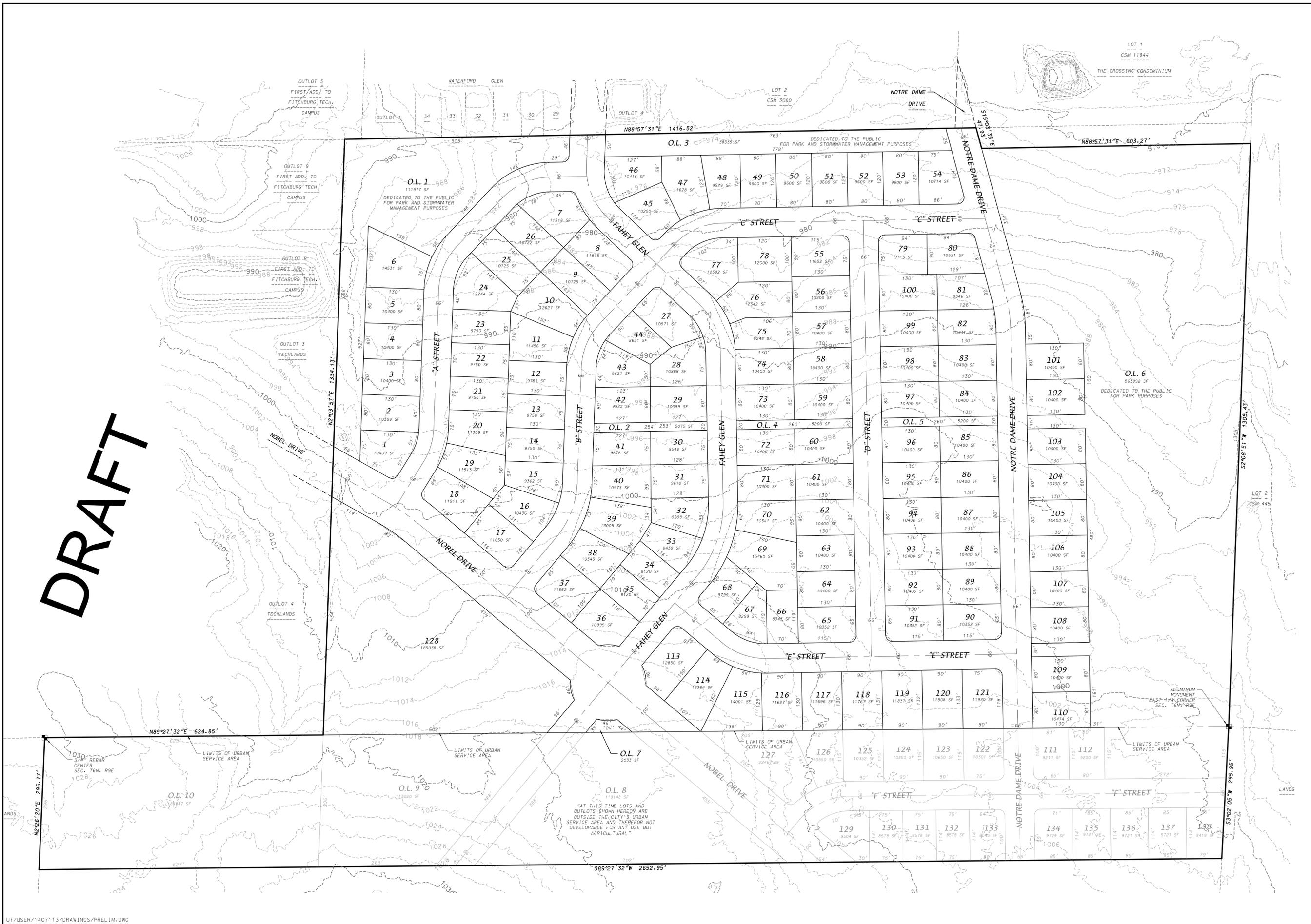


Planning
Geophysical

Figure 8 – Watershed Map



DRAFT



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7530 Westward Way, Madison, WI 53717
Phone: 608.835.7530 • Fax: 608.835.1089
YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

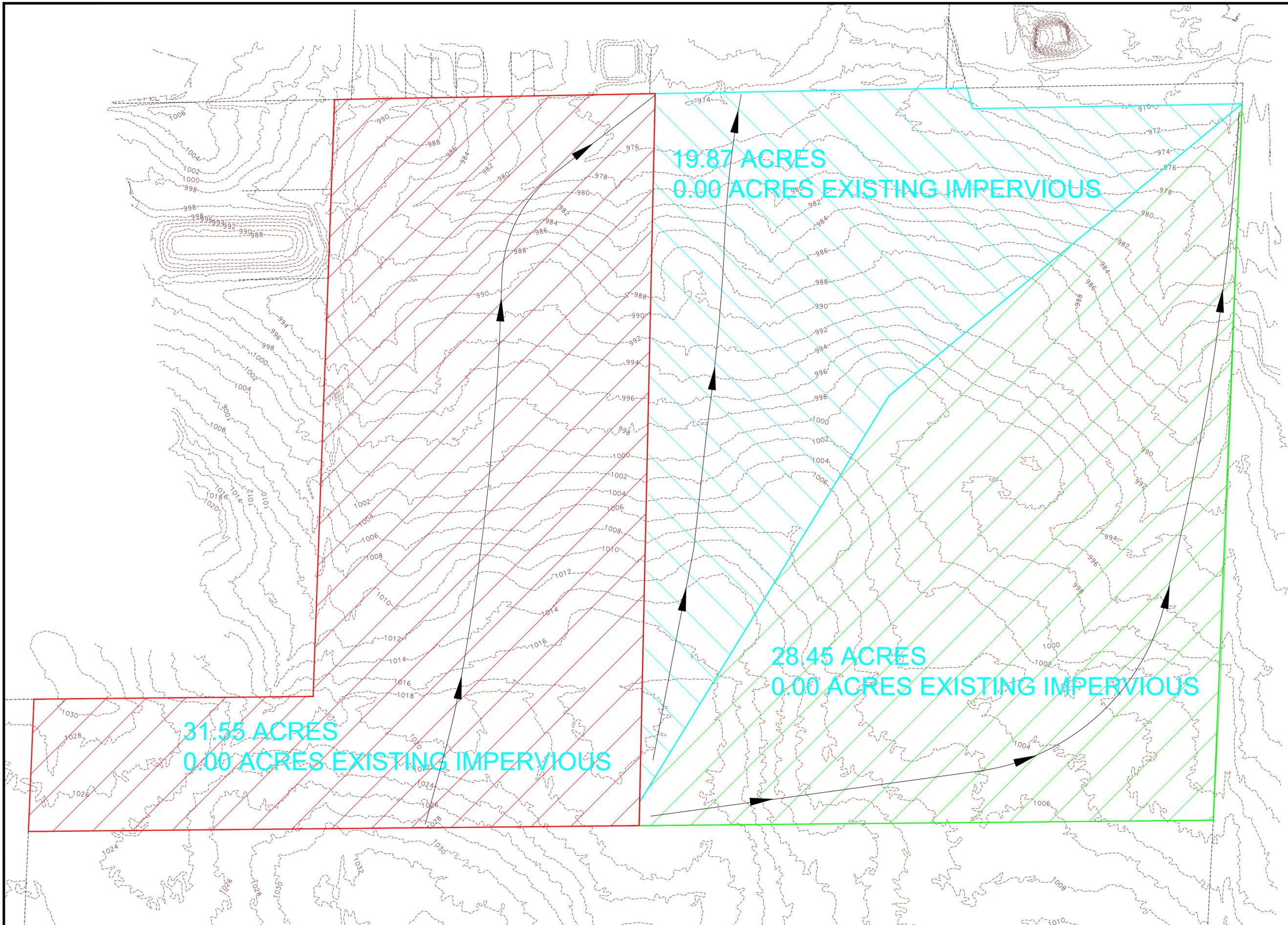
PRELIMINARY PLAT
FAHEY FIELDS
PART OF LOT 2, CERTIFIED SURVEY MAP NO. 9896, LOCATED IN THE SE1/4 AND THE SW1/4 OF THE NE1/4 AND IN THE NE1/4 AND THE NW1/4 OF THE SE1/4 OF SECTION 15, T6N, R9E, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN



SCALE: 1" = 100'

DATE: 11-26-14
REVISED: 12-09-14

FN: 14-07-113
Sheet Number:
1 of 1



EXISTING WATERSHED AREA MAP

FAHEY FIELDS

CITY OF FITCHBURG, DANE COUNTY, WISCONSIN

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 7530 Westward Way, Madison, WI 53717
 Phone: 608.833.7530 • Fax: 608.833.1089
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SCALE: 1" = 100'
 (PAGE SIZE: 22x34)

DATE: 11-26-14
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DRAWN BY: NGO

FN: 14-07-113

Sheet Number:
C100

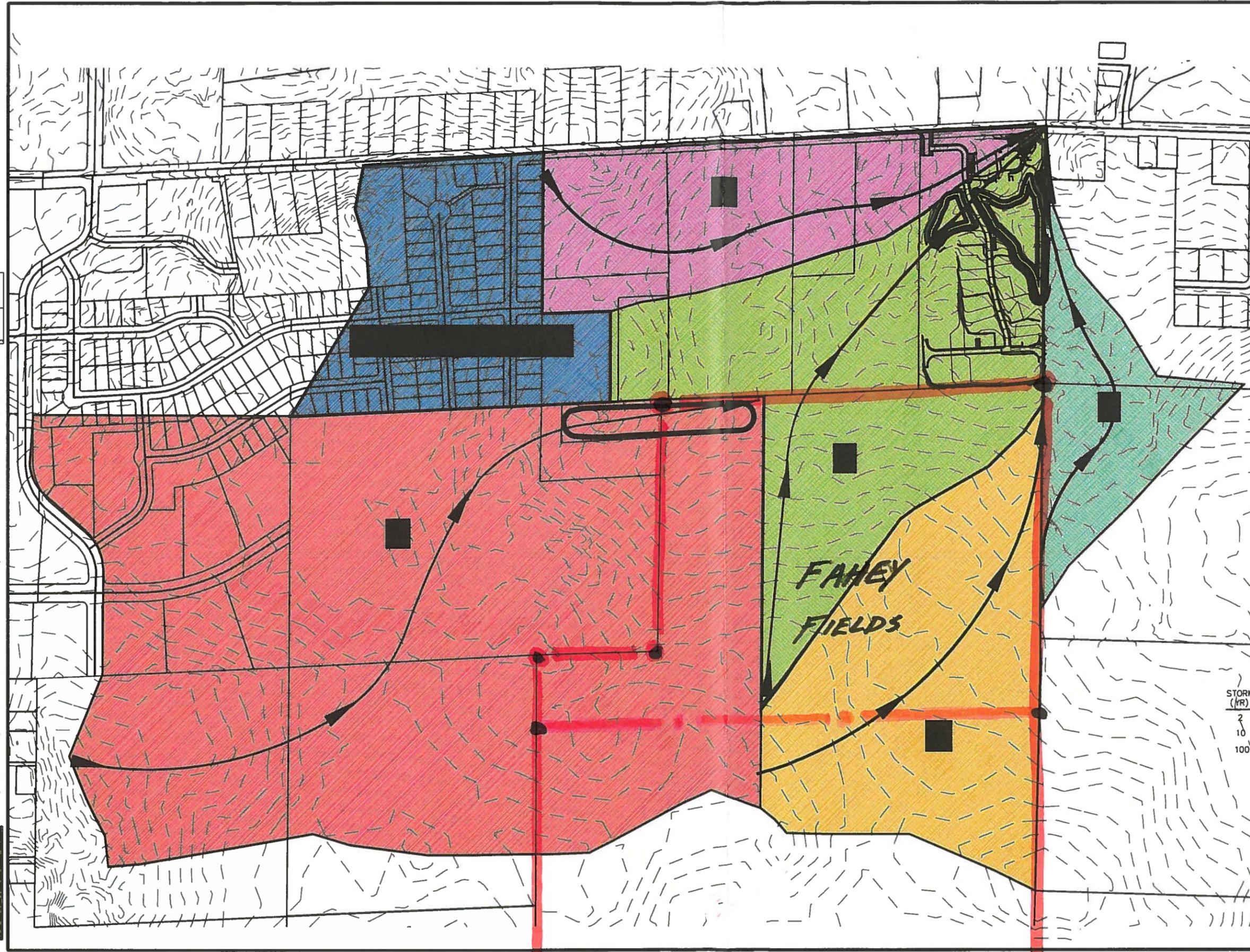


(608) 833-0628

Engineers - Surveyors - Architects - Planners, 600 Grand Canyon Dr, Madison, Wisconsin 53719

MAYO Corporation

DRAWING NAME: M:\13705\CIVILEP\137BASE.DWG
VIEW: DRAIN AREA



DRAINAGE AREA INFORMATION

NAME	AREA (AC)	EX CN	EX TC (MIN)	PRO CN	PRO TC (MIN)
A	36.16	68	28.50	78	17.12
B	69.25	68	51.83	78	23.99
C	54.13	68	40.94	78	19.07
D	189.42	68	53.89	78	25.05
E	21.17	68	47.21	78	25.05
QUARRY HILL TO EX. POND	30.00	68	45.30	75	8.00

POND SIZE

TOP OF WEST POND = 949 = 44,907 sqft = 1.03 ac.

TOP OF EAST POND = 947 = 115,904 sqft = 2.66 ac.

RESULTS USING TR-55

STORM (IN)	EX FLOW (CFS)	PRO FLOW (CFS)	WEST POND ROUTED FLOW (CFS)	POND ELEV.	EAST POND ROUTED FLOW (CFS)	POND ELEV.
2	101.08	186.98	107.63	944.72	87.92	943.43
10	306.95	393.70	234.71	946.09	248.96	945.09
100	577.36	714.33	440.16	948.47	575.45	946.01

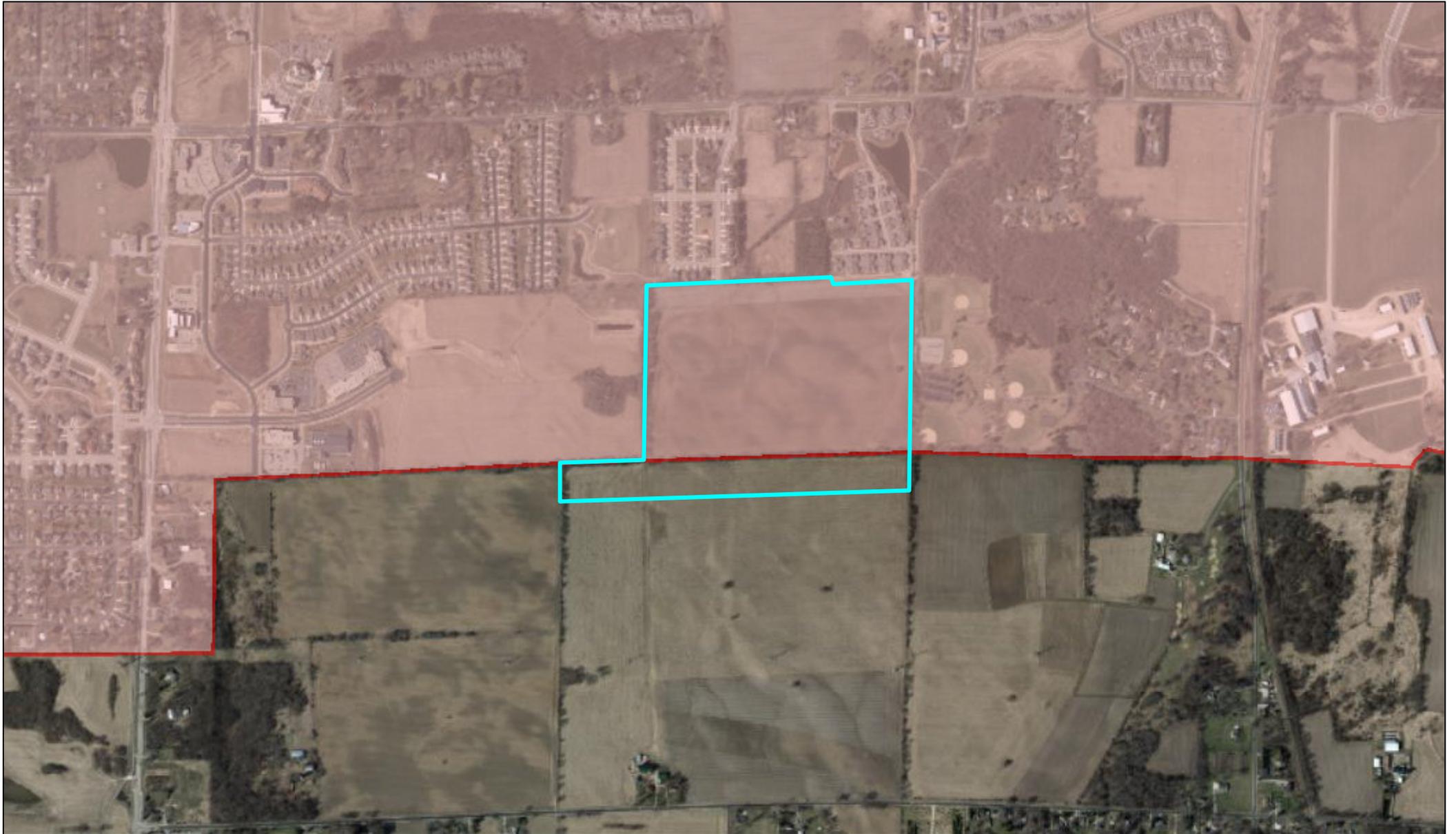
TR-55 WEST POND OUTLET STRUCTURES

3- 5'x4' RCP BOX CULVERTS @ 943.00

TR-55 EAST POND OUTLET STRUCTURES

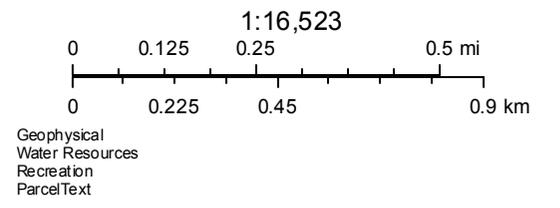
2- 4' x 3' RCP BOX CULVERTS @ 941.00
1- 55' TRAPAZOIDAL WEIR @ 944.50

Urban Service Area Map



November 20, 2014

- Urban
- Limited





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PHASE MAP
FAHEY FIELDS
 CITY OF FITCHBURG, DANE COUNTY, WISCONSIN


 SCALE: 1" = 100'
 (PAGE SIZE: 22x34)
 0 100
 DATE: 12-09-14
 REVISED:

 DRAWN BY: NGO
 FN: 14-07-113
 Sheet Number:
C200

LOT 1
 CSM 11844
 THE CROSSING CONDOMINIUM

LOT 2
 CSM 3060

LOT 2
 CSM 445

OUTLOT 3
 FIRST ADD. TO
 FITCHBURG TECH.
 CAMPUS

OUTLOT 9
 FIRST ADD. TO
 FITCHBURG TECH.
 CAMPUS

OUTLOT 8
 FIRST ADD. TO
 FITCHBURG TECH.
 CAMPUS

OUTLOT 3
 TECHLANDS

NOBEL DRIVE

OUTLOT 4
 TECHLANDS

3/4" REBAR
 CENTER
 SEC. T6N. R9E

O.L. 10

LIMITS OF URBAN
 SERVICE AREA

LIMITS OF URBAN
 SERVICE AREA

O.L. 9
PHASE 6

O.L. 8

"AT THIS TIME LOTS AND
 OUTLOTS SHOWN HEREON ARE
 OUTSIDE THE CITY'S URBAN
 SERVICE AREA AND THEREFOR NOT
 DEVELOPABLE FOR ANY USE BUT
 AGRICULTURAL."

LIMITS OF URBAN
 SERVICE AREA

LIMITS OF URBAN
 SERVICE AREA

LANDS

ALUMINUM
 MONUMENT
 EAST 1/4 CORNER
 SEC. T6N. R9E

PHASE 1
 O.L. 1
 DEDICATED TO THE PUBLIC
 FOR PARK AND STORMWATER
 MANAGEMENT PURPOSES

PHASE 2
 O.L. 2

PHASE 3
 O.L. 3

PHASE 4
 O.L. 4

PHASE 5
 O.L. 6
 DEDICATED TO THE PUBLIC
 FOR PARK PURPOSES

DEDICATED TO THE PUBLIC
 FOR PARK AND STORMWATER
 MANAGEMENT PURPOSES

WATERFORD GLEN

OUTLOT 4

NOTRE DAME
 DRIVE

5150'± 55'± E
 AT 93° 51'± E

NOTRE DAME DRIVE

NOTRE DAME DRIVE

NOTRE DAME DRIVE

NOTRE DAME DRIVE

NOBEL DRIVE

NOBEL DRIVE

NOBEL DRIVE

NOBEL DRIVE

O.L. 7

O.L. 8

O.L. 9

O.L. 10

O.L. 11

O.L. 12

O.L. 13

O.L. 14

O.L. 15

O.L. 16

O.L. 17

O.L. 18

O.L. 19

O.L. 20

O.L. 21

O.L. 22

O.L. 23

O.L. 24

O.L. 25

O.L. 26

O.L. 27

O.L. 28

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O.L. 30

O.L. 31

O.L. 32

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O.L. 98

O.L. 99

O.L. 100

O.L. 101

O.L. 102

O.L. 103

O.L. 104

O.L. 105

O.L. 106

O.L. 107

O.L. 108

O.L. 109

O.L. 110

O.L. 111

O.L. 112

O.L. 113

O.L. 114

O.L. 115

O.L. 116

O.L. 117

O.L. 118

O.L. 119

O.L. 120

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O.L. 130

O.L. 131

O.L. 132

O.L. 133

O.L. 134

O.L. 135

O.L. 136

O.L. 137

O.L. 138

O.L. 139

O.L. 140

O.L. 141

O.L. 142

O.L. 143

O.L. 144

O.L. 145

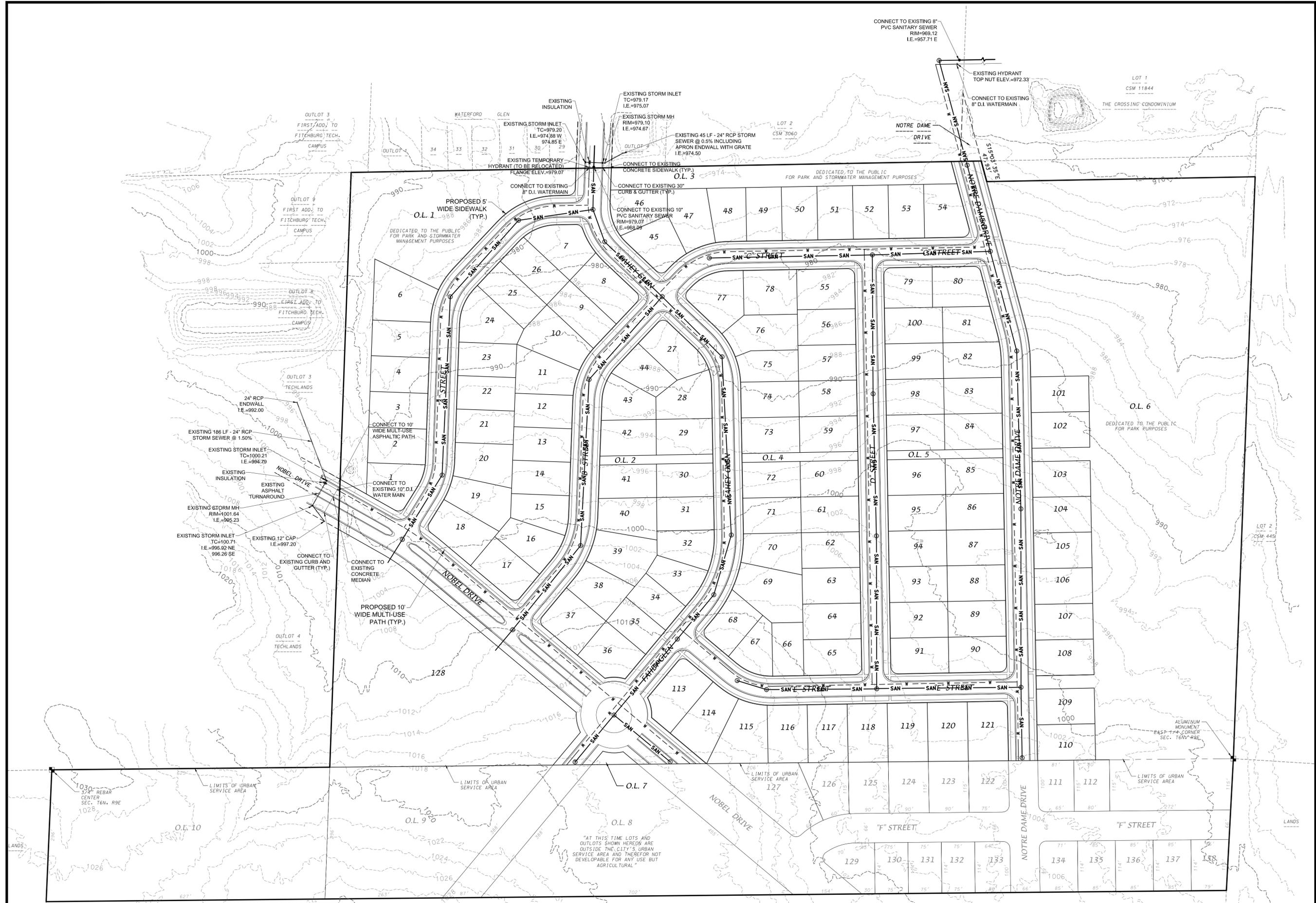
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O.L. 147

O.L. 148

FAHEY FIELDS

CITY OF FITCHBURG, DANE COUNTY, WISCONSIN



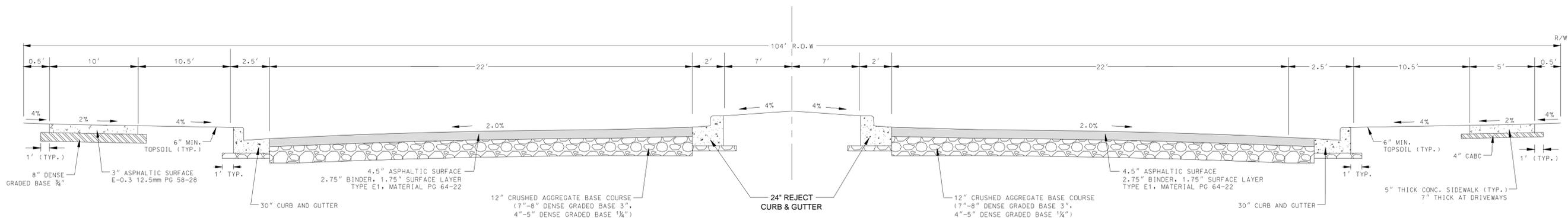
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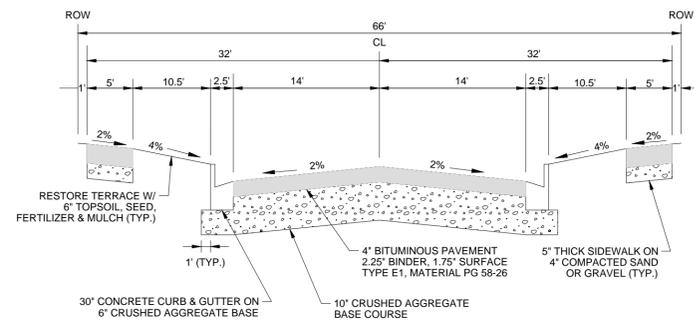
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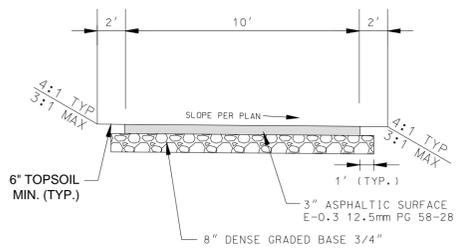
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1 OF 2



TYPICAL FINISHED SECTION THROUGH BOULEVARD
NOBEL DRIVE



TYPICAL FINISHED SECTION
PROPOSED 66' R.O.W. STREETS



MULTI-USE TRAIL

PRELIMINARY STREET & UTILITY PLAN

FAHEY FIELDS

CITY OF FITCHBURG, DANE COUNTY, WISCONSIN

D'ONOFRIO KOTKE AND ASSOCIATES, INC.
7530 Westward Way, Madison, WI 53717
Phone: 608.833.7530 • Fax: 608.833.1089
YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT



SCALE: NTS

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Sheet Number:

2 OF 2

Quarry Hill Neighborhood Association

Robert Zorko, President <robert@epic.com>

Kimberly Warkentin, Vice President <kimwarkentin@yahoo.com>

Jeff Ballard, Government Liaison <jeff@jeffballard.us>

December 8, 2014

Re: Update to QHNA response to CDP-2045-14 (Fahey Fields)

Susan Badtke

Community Planner

City of Fitchburg, WI

5520 Lacy Road

Fitchburg, WI 53711

susan.badtke@fitchburgwi.gov

Dear Susan,

Thank you (and Tom) for meeting with QHNA plus the developers regarding this project on Friday December 5, 2014. In general that meeting addressed QHNA's concerns stated in our letter of November 24, 2014. QHNA looks forward to working with the Developer and the City on the path to implementation, especially with the multifamily development(s).

Best Regards,

Robert Zorko

Kimberly Warkentin

Jeff Ballard

From the Land Division Ordinance:

City Planning Department comments are in red.

D'Onofrio, Kottke & Associates comments are in blue.

Sec. 24-7. - Comprehensive development plans.

- (a) *Requirements.* Any comprehensive development plan shall include the following:
- (1) A plan, drawn to a scale of one inch equals 200 feet which shows all lands under the control of the applicant which are contiguous or separated only by existing public roads or railroad rights-of-way. The plan shall show the information required by [section 24-4\(a\) and \(b\) \(see below\)](#) and all proposed collector and arterial streets, and approximate number and layout of lots.
Not Provided
[See attached Preliminary Plat](#)
 - (2) Identification of land uses consistent with the method used in the comprehensive plan future land use map. Provide the projected population broken down into single-family and multifamily units. In addition, provide residential density for each development area. For nonresidential areas provide intended floor area ratio, and building stories, or other measures of density as may be required.
Identify land use by nomenclature in the Comp Plan
[The future land use map within the Comprehensive Plan \(Figure 4-10, page 4-23\) indicates that the proposed development is HDR \(High Density Residential\) district.](#)
 - (3) The multifamily dwelling units broken down into the number of units in each bedroom category on a percentage basis.
On p. 4
 - (4) Development schedule clearly indicating the time of completion for the proposed development and each phase thereof, if known. Discussion of how the development schedule will be in keeping with requirements of the comprehensive plan.
Need to provide better idea of phasing than that described. Where do you start and how will the phasing run? How does this affect storm water and utilities?
[The proposed development will be broken into 6 phases. The first phase will include the construction of the wet detention and infiltration basin for stormwater management purposes. Phases 2-6 will follow in numerical order with one phase being constructed based on market demand. Utilities will be stubbed past each phase boundary in order to connect to the next future phase and stormwater will be designed to meet the City's stormwater management ordinances.](#)
 - (5) A draft preliminary plat, meeting the requirements of this chapter for the portion proposed to be platted within 18 months from the date of submittal.
[See attached Preliminary Plat](#)
 - (6) Outlots proposed to be created for later replat to meet staging requirements of public improvements.
Please denote what you see as phase 1 and what will be outlot(s) for future phases.
[See attached Phase Map.](#)
 - (7) Soil conditions, slope, current ground cover and environmental corridor areas.

Pp1-2 and Figs 5 and 7

- (8) Proposed public lands, and any proposed public or private outlots, and their purpose.
Identify outlots, intended ownership and purpose
See attached Preliminary Plat
- (9) Sufficient information necessary to indicate compatibility with adjoining buildings and uses, drainage and transportation and utility connections.
The Crossing lacks the ability of a 100 year storm to safely pass through their site. Will you be retaining water to a ten year event so as to allow it to pass through the storm drain they provided? If not, how will you get the 100 year storm event to the required streams and basins? Did you ever talk with the engineer for the The Crossing development?
This project will follow the Storm Water Management Report for the McGaw Park Regional Detention Basin, as prepared for the City in 2006. That report shows the eastern third of the project draining to the NE corner and through the Crossing to get to the regional basin. We have discussed this with Jason Daye from Excel, the Crossing's Engineer, and will coordinate our design with them. They will need to address additional capacity needed to handle predeveloped runoff from watershed "C" as defined in the City report.
- (10) Any other information that may be required by the zoning administrator/city planner or plan commission to ascertain consistency with the comprehensive plan.
- (b) *Design standards.* The design standards set forth in [section 24-8](#) shall apply to a comprehensive development plan.
- (c) *Dedications, testing, and improvements required.* Comprehensive development plans shall be subject to the provisions of [section 24-2](#)(d) concerning the reservation and dedication of land; to the provisions of [section 24-9](#) concerning required improvements; and to the provisions of [section 24-4](#)(d) concerning borings, soundings, and percolation tests.

Sec. 24-4. - Preliminary plat.

- (a) *Generally.* A preliminary plat shall be required for all subdivisions and shall be based upon a survey by a land surveyor registered in this state. A preliminary plat shall be prepared on paper of good quality capable of clearly legible reproduction at a scale of not more than 100 feet to the inch and shall show correctly on its face the following information:
- (1) Title under which the proposed subdivision is to be recorded.
No title
Fahey Fields
- (2) Location of proposed subdivision by government lot, quarter-quarter section, township, range, county, and state; and a location map showing the relationship between the plat and its surrounding area and existing streets.
Not provided
Provided on the Preliminary Plat
- (3) Date, scale and north point.
Not provided
Provided on the Preliminary Plat
- (4) A description of the material of which the corner marker is composed.

Not provided

Provided on the Preliminary Plat

- (5) Names and addresses of the owner, subdivider, surveyor, engineer, and the professional land planner involved in the plat preparation.

Provide names addresses and contact information for each of the noted required parties involved in the land division process.

See attached Contact Information Sheet

- (6) Unless a comprehensive development plan has been previously approved and recorded therefor, the entire area contiguous to the proposed plat owned or controlled by the subdivider shall be included on the preliminary plat even though only a portion of said area is proposed for immediate development. When a CDP covering the area included in the proposed plat has previously been approved and recorded, the features and layout shown on the preliminary plat shall conform to the CDP and any derivative or discrepancy thereupon shall be approved by the plan commission and common council.

- (7) The present zoning and any proposed zoning change for the plat and all lands adjacent thereto.

Present zoning is on p. 1. R-M zoning listed on application is primarily for duplexes. Please identify intended zoning for each area. Knowing intended lot sizes would assist with standard zoning.

The single family homes will be zoned R-LM, and the multi-family site will be PDD.

The area designated for a potential school site will be Government/Institutional.

- (8) Location and elevation of any land situated within a floodplain.

May be none in the development

No land situated within a floodplain is located within the development.

- (b) *Plat data.* All preliminary plats shall show the following:

- (1) Exact length and bearing of the exterior boundaries of the proposed subdivision referenced to a corner established in U.S. Public Land Survey and the total acreage encompassed thereby.

Not provided

Provided on the Preliminary Plat

- (2) Contours at vertical intervals of not more than two feet where average slope is less than five percent or five feet where slope is five percent or greater. Elevations shall be marked on such contours based upon USGS North American Vertical Datum 1988 (NAVD88) where available and upon the best available datum in all other cases.

Not provided

Provided on the Preliminary Plat

- (3) Water elevations of adjoining lakes and streams at the date of the survey and approximate high and low water elevations, based upon or established by City of Madison datum where available and upon the best available data in all other cases.

No lakes and streams on the property

Acknowledged

- (4) Location, right-of-way width and names of all existing streets, alleys or other public ways, easements, railroad and utility rights-of-way and all section and quarter section lines within the exterior boundaries of the plat or immediately adjacent thereto.

Not provided

Provided on the Preliminary Plat

Location and names of any adjacent subdivisions, parks and cemeteries, and owners of record of abutting unplatted lands.

Not fully provided, some abutting land owner names are provided.

Provided on the Preliminary Plat

- (5) Type, width and elevation of any existing street pavements within the exterior boundaries of the plat or immediately adjacent thereto together with any legally established centerline elevations, based upon or established by the best available data.

Not provided

Provided on the Street and Utility Plan

- (6) Location, size and invert elevation of any existing sanitary or storm sewers, culverts and drain pipes; the location of manholes, catchbasins, hydrants, power and telephone poles; and the location and size of any existing water and gas mains within the exterior boundaries of the plat or immediately adjacent thereto. If no sewers or water mains are located on or immediately adjacent to the tract, the nearest such sewers or water mains which might be extended to serve the tract shall be indicated by their direction and distance from the tract, size, and invert elevations.

Not provided

Provided on the Street and Utility Plan

- (7) Locations of all existing property boundary lines, structures, wells, septic systems, drives, streams and watercourses, marshes, floodplains and flood storage areas, rock outcrops, wooded areas, railroad tracks and other similar significant features within the tract being subdivided or immediately adjacent thereto.

Do none of these features exist on the site? You note a wetland through WIDNR, but do not identify its location, please do so.

As noted in the Comprehensive Development Report, the WIDNR has identified a “wetland too small to delineate” located east of the basin in TechLands, which is west of the proposed development. Figure 6 in the Fahey Fields Comprehensive Development Plan that was submitted on 11-18-2014 illustrates the location of the “wetland too small to delineate”.

- (8) Location, width, length, bearing and names of all proposed streets and public rights-of-way such as alleys and easements.

Please provide

Provided on the Preliminary Plat

- (9) Any proposed lake and stream improvement or relocation.

None

- (10) Location and approximate dimensions of any sites to be reserved or dedicated for parks, playgrounds, drainageways, or other public use or which are to be used for group housing, shopping centers, church sites, or other nonpublic uses not requiring lotting.

Are all such areas appropriately identified?

All such areas are identified on the Preliminary Plat.

- (11) When a street is on a circular curve, the main chords of the right-of-way lines shall be drawn as dotted or dashed lines in their proper places. All curved lines shall show, either on the lines or in an adjoining table, the radius of the circle, the central angle subtended, the chord bearing, the chord length and the arc length for each segment. The tangent bearing shall be shown for each end of the main chord for all circular lines. When a circular curve of 30-foot radius or less is used to round off the intersection between two

straight lines, it shall be tangent to both straight lines, and in such event, it is sufficient to show on the plat the radius of the curve and the tangent distances from the points of curvature to the point of intersection of the straight lines.

No information provided

See Preliminary Plat

(12) Existing zoning on and adjacent to the proposed subdivision.

Not provided

Provided on Preliminary Plat

(13) Corporate limits lines.

Boundary is well beyond this area.

(14) Any proposed lake and stream access with a small drawing clearly indicating the location of the proposed subdivision in relation to the access.

(15) Approximate dimensions of all lots and outlots together with proposed lot, outlot, and block numbers.

No information provided.

Provided on the Preliminary Plat

Other Planning Department Comments

In addition, please attend to the following:

1. Can the 11 acres site support the multi-family development level of 30 du per acre? Please provide some information to show feasibility of this level of density and how the form of development would work and meet parking standards.

The proposed 11 acre multi-family site will be able to support the development level of 30 dwelling units per acre similar to the proposed multi-family at Quarry Vista on Fitchrona Road, and The Vue on Post Road. This density will be achieved with buildings that have anywhere from 36 to 44 units per building, and will include underground parking in addition to surface parking.

2. Will the 11 acre site be subdivided into smaller MF lots? If so, please identify lots.

The 11 acre site will be subdivided into smaller MF lots, one four acre lot that is currently within the USA and two additional 3.5 acre lots in the area to the south that will need to be added to the USA.

3. Please identify current Urban Service Area line on the map.

Provided – see attached USA map.

4. To meet this density level you will likely need PDD zoning, please refer to the PDD zoning standards relative to timing of development and proposed zoning.

We will review the PDD zoning standards in order to achieve a higher level of design and amenity than is possible under other zoning districts.

5. You need to provide some lower density multi-family to buffer the single family homes. This is creating a lot 53/54 Chapel Valley situation and it is inappropriate to allow for the potential same issues as in that case. You need to consider some type of buffer for sites adjoining the large multi-family lot.

We will consider duplex lots along the north side of Nobel Drive to buffer the multi-family on the south side.

6. Please provide an idea of minimum, maximum lot sizes, and the typical lot size proposed in the development. This can be used to help determine proper zoning as the RM zoning you propose is not appropriate to single family development.

Proposed single family lots for this development will have lot sizes ranging from approximately 8,000 square feet to 12,000 square feet, with an average lot size of approximately 10,000 square feet.

7. Park dedication required for 468 dwelling units is: 31.16 acres. Intended park dedication is 14.4 acres, leaving a deficiency of 16.76 acres to be covered by fee-in-lieu of dedication. The fee is annually prescribed as part of the budget, and the 2015 fee may be different than the fee in later years. As development is expected to precede over ten years, as you note, please see staging plan requirements in 24-2(j). If you dedicate all of the park area at once, you would be credited that amount to future development as it occurs. Once the park dedication is fully accounted for the fee-in-lieu of dedication would kick in and be due as platting of outlots occurs. A fee in lieu of park dedication will be paid for by the developer for deficiency of park land dedication. The fee will be paid as each phase is developed.
8. You need to provide more information regarding phasing so we can see how storm water, water main and sewer construction will occur and sufficiency of the systems.

See attached Phase Map.

9. Please look to provide recreation paths consistent with the McGaw Neighborhood Plan. 10' wide multi-use path provided north of Nobel Drive per the McGaw Neighborhood Plan, along with a recreation path that connects Quarry Hill Park with McGaw Park.

10. Please provide intended street cross sections.

Provided on the Street and Utility Plan

11. Have you verified information from the McGaw Neighborhood Plan where you say there are no Heritage or Specimen trees on the property?

The McGaw Neighborhood Plan Figure 3.4 (page 3-10) indicates that there are no Heritage or Specimen trees located on the property. See attached Figure 3.4 of the McGaw Neighborhood Plan.

12. Where does your storm water outfall(s) leave the property and how does it get to existing streams, storm sewers or drainage channels?

We will be following the McGaw Stormwater Management Plan as prepared for the City in 2006. The western 2/3 of the site has been designated to discharge to the existing drainage channel on the Rueden lands to the north. The eastern 1/3 has been planned to discharge to the northeast corner of the project through The Crossing to the regional basin within The Crossing.

13. What is the capacity of downstream streams, storm sewers or drainage channels to handle the storm water flow?

The Crossing will have to add capacity as needed to accommodate predeveloped runoff. The City's regional basin within The Crossing has been designed to accommodate runoff from this property.

14. Please identify sub watersheds and drainage patterns.

See attached Watershed Area map.

15. Please provide a map showing off site drainage and where that drainage runs, particularly lands to south, east and west of the site. Explain any limitations this development may cause to that drainage.

See attached McGaw Park Regional Watershed Map.

16. Have you reviewed the McGaw Plan to assure consistency with aspects of the plan?

The McGaw Neighborhood Plan has been reviewed to assure consistency with aspects of the proposed development.

17. It appears that 17 single family lots are outside of the Urban Service Area (USA), and about 6.64 acres (although west line of MF lot was not delineated and guessed at air photo scale) at 30 du/ac would mean about 200 mf dwelling units are outside the USA. This means that these dwelling units and lots would not be able to be constructed until in the USA. Do these estimates make sense from your end? If not, please provide your estimates.

That is correct.

18. If the NSPN and NEN are approved by WIDNR, the city will be near its maximum allowed urban service area.

Acknowledged. The intent would be for the City to add this to the USA at a future date when allowed by WIDNR.

Your submittal was very incomplete.

Quarry Hill Neighborhood Association

Robert Zorko, President <robert@epic.com>

Kimberly Warkentin, Vice President <kimwarkentin@yahoo.com>

Jeff Ballard, Government Liaison <jeff@jeffballard.us>

November 24, 2014

Re: CDP-2045-14 (Fahey Fields)

Susan Badtke

Community Planner

City of Fitchburg, WI

5520 Lacy Road

Fitchburg, WI 53711

susan.badtke@fitchburgwi.gov

Dear Susan,

Thank you for your request for comment on CDP-2045-14 (Fahey Fields). The Quarry Hill Neighborhood Association (QHNA) would like to comment on two items that we are concerned about.

First, we are quite confused with the zoning of this project. Is this project being zoned with Chapter 22 (Euclidean) Zoning, Planned Development District (PDD), or SmartCode zoning? Looking at the cover sheet, it appears to be Euclidean zoning, however the terminology is inconsistent through the application and appears to at times conflate Land Use planning with Zoning.

This is the most urgent concern for QHNA as each of the different types of Zoning provide different protections for neighbors. QHNA strongly discourages the use of PDD as this has been extremely problematic and time consuming for all parties (QHNA, City of Fitchburg, and the developers.) Given that this is probably too small of a development to qualify for SmartCode, QHNA strongly recommends Euclidean zoning, especially as that is the zoning to the immediate west and north of this proposal.

Where this Zoning question is most concerning is the 333 unit development on the southwest corner of the development. Our concern is twofold:

1. This is far too dense of a development for Fitchburg without the additional protections of SmartCode or a substantially large PDD (a single multifamily development is not a district). It is difficult to imagine how the developer will ever be able to mitigate the

impact of such a large number of units on such a small parcel. In Chapter 22 R-H zoning, we calculate that 333 units with the bedroom breakdown provided will need 150% of the size of the current lot -- 18.5 acres.

2. To the west of this development is already planned for a substantial number of multifamily developments. This will make it even more challenging to mitigate the density of development. Obviously the City of Fitchburg should be concerned about creating ultra-dense developments outside of SmartCode districts. In this case, the density will span owners and developers, making it even more concerning.

Furthermore, at this density, QHNA would prefer to see multifamily developments with only one and two bedroom units.

Second, given the duration of development, QHNA strongly urges that the main roads (Nobel and Fahey Glen) be completed prior to any development of this project. It will be important to establish appropriate traffic flow even during the initial construction.

Again, thank you for giving us the opportunity to provide input on this. We look forward to being engaged with this development as it goes forward and becomes an asset to the city of Fitchburg. If you have any updates, we would appreciate them.

Best Regards,

Robert Zorko
Kimberly Warkentin
Jeff Ballard

D'Onofrio, Kottke & Associates responses to the Quarry Hill Neighborhood Association Comments regarding Fahey Fields development:

1. Zoning

We plan on zoning single family lots as R-LM (Low to Medium Density District) and multi-family lots as PDD (Planned Development District) as defined by Chapter 22 in the City of Fitchburg's ordinances.

2. Multi-Family

The multi-family development is planned to be developed as a Planned Development District with densities similar to The Vue and the density being proposed at Quarry Vista.

3. Phasing

We believe the proposed phasing provides adequate traffic flow as the project builds out.

Thank you for your input, and if you have any questions, comments, or concerns throughout the progress of this development, please let us know.

Regards,

Ron Klaas, P.E.
Nate Oswald



**CITY OF FITCHBURG
PLANNING DEPARTMENT**
5520 LACY ROAD
FITCHBURG, WI 53711
(608) 270-4200
FAX: (608) 270-4275
EMAIL: planning@fitchburgwi.gov

Application: CDP-2045-14
Property Location: Nobel Drive, Fahey Fields
Review Date: December 1, 2014
Planning Staff Review – Follow-up to preliminary Comments

Planning staff has reviewed your responses and revised plans to the preliminary planning department comments for your submitted CDP request, CDP-2045-14, submitted on November 26, 2014. The following comments are based on this review. Please provide a detailed narrative response to each of these comments/questions, along with appropriate documents by Noon on Wednesday, December 3, 2014. Further comments or questions may arise as additional review occurs.

D'Onofrio, Kottke & Associates responses are **red**.

1. 24-7(a)(9) on page 2 of the response—what will you propose to do if The Crossing cannot get a route to handle the 100 year storm event? It would not be prudent to allow a development to flood areas downstream.
A large portion of our project that is within the watershed draining to The Crossing is park land, which will not increase the flow. If The Crossing cannot find a way to handle off-site flow, then we will look at diverting a portion of the project within this watershed to the Rueden channel.
2. Other Planning Comments item #5--When will you look at adding duplex lots along the north side of Nobel to assist in a buffer to the large multi-family lot? You should propose to do that with the CDP. If the lots are to be R-M the minimum lot width needs to be 80', whereas the front (short side) appears less than 80' on many of the lots that could be R-M. You should look to see if R-M requirements will be met for the lots you may convert to R-M. What lots do you propose converting to R-M? Staff sees it being at least lots 1, 17, 18, 36, 37, and 117.
We are proposing a buffer on the multi-family lot itself along with the 100' boulevard street. We would prefer not to have duplex lots adjacent to the single family lots.
3. Other Planning Comments item #11—I realize the McGaw Plan said no specimen or heritage trees were on the property, but the question was have you verified that is the case? You did not answer whether or not this was verified.
Yes, we have visited the site. There is a tree line along the south section line and along the west property line as well as a lone tree near McGaw Park, none of them are Heritage or Specimen trees.
4. You need to show that small wetland and determine if what, if any, effect it may have on the plat. Could you not do a wetland review to try and determine extent and boundary of the wetland to see what the related environmental corridor may be?
During our site visit, we did not observe any wetland vegetation and do not believe there is any wetland within the project.

5. The preliminary plat shows outlots 1 and 3 being for park and storm water. You should identify what part of each will be for storm water and park, and while they can be the same outlet, we need to know park area of each to enter into park calculations. You will need to confirm the areas with the final plat, when final design is completed so we know that storm water has not moved onto park land.

Within outlots 1 and 3, the park area will consist of a 20' wide strip of land for the recreational trail running the length of each outlet.



Memo

5520 Lacy Road
 Fitchburg, WI 53711
 (608) 270-4260
 Fax: (608) 270-4275

To:	Tom Hovel – Planning and Zoning Administrator
From:	Cory Horton – Director of Public Works
Date:	November 25, 2014
Subject:	Fahey Fields Comprehensive Development Plan

Public Works has reviewed the Fahey Fields Comprehensive Development Plan (CDP), dated November 18, 2014, and offers the following comments.

Transportation Comments

1. Notre Dame Drive and Fahey Glen have a posted speed limit of 35 mph. The curvature of the roads should be designed for that posted speed limit.
We would like to see a reduced speed limit of 25 mph for both streets through this neighborhood, which will assist with traffic calming for intersections and the mid-block path crossings.
2. A north-south path should be provided along the western-most edge of the plat to connect the east-west path that was constructed as part of the Techlands project to Nobel Drive and ultimately the path that connects to Quarry Hill Park and McGaw Park.
It is our understanding that the bike path will be constructed through the TechLands Park to the south of Nobel Drive. We plan to construct a bike path north of Nobel Drive through outlot 1 to the northern property line and continue the path to the east to McGaw Park.
3. The intersection spacing on Nobel Drive is less than desirable. Access restrictions (right-in/right-out or left-in/right-in/right-out) may be introduced at some of the minor street connections to Nobel Drive.
We believe that the intersections would best suit the neighborhood by being fully functioning intersections.
4. The mid-block path connection is great. Might introduce traffic calming at these path crossing locations (islands, curb bump-outs, raised crossing, etc.).
We propose a table-top type speed bump at the mid-block path crossings.
5. Notre Dame Drive shall be shown extended south in all figures. It will ultimately connect with Irish Lane.
We will follow the McGaw Park Neighborhood Plan.

Water and Sanitary Sewer Comments

1. Section 3.2 - Proposed Utility Plan needs to be revised as follows:

- The western half of the development will be serviced by the 10" sanitary sewer stubbed to the plat line from Fahey Glen (by the Woods Hollow Interceptor). The eastern half of the development will be serviced by the 8" sanitary sewer that is stubbed to the west end of Harvest Way in The Crossing (by the Syene Interceptor). 10" sanitary sewer shall be installed on Fahey Glen, from the north plat line to the intersection of Nobel Drive, and 8" sanitary sewer shall be installed throughout the remainder of the plat.

Acknowledged

- MMSD fees, Woods Hollow Interceptor fees, and Syene Interceptor fees shall be paid for at the time of platting.

Acknowledged

- Public water main shall be extended from Nobel Drive and Fahey Glen and looped. Extension of public water main may be required from Harvest Way. This potential extension and water sizing requirements will be confirmed in February of 2015 as part of the water system master plan update. This information will be defined in the developer's agreement.

Acknowledged

- All buildings at an elevation of 1007' or less that have water services fed from the Nobel Drive and Fahey Glen plat connections will require pressure reducing valves. These buildings will have water pressures exceeding 80 psi.
- Please provide the anticipated sewer capacity needed for this development based on a peak factor of 4. Use 150 gpm for multi-family units and 225 gpm for single family residential units.

A 10" sanitary sewer with a minimum slope of 0.4% has a capacity of 1.63 cfs. Using 150 gpd for multi-family units (333 units) and 225 gpd for single family residential units (135 units) with a peak factor of 4, the development will produce 0.50 cfs during peak periods.

- 2 It is strongly recommended that the designer meet with the Fitchburg Utility prior to the start of utility design to discuss requirements and layout.

Acknowledged

Erosion Control and Stormwater Management (ECSWM) Comments

1. An Erosion Control & Storm Water Management permit application will need to be submitted to the Fitchburg Public Works Department for review and approval (The ECSWM application and information on requirements can be found at: <http://www.fitchburgwi.gov/231/ECSWM-Requirements>).

Acknowledged

2. A stormwater maintenance agreement (recorded at the Dane County Register of Deeds office) will be required for any necessary private stormwater management practices approved by the City (e.g. private storm sewer, rain gardens, etc.). The owner(s) would be eligible for up to a 50% reduction in stormwater utility rates for the proposed stormwater practices. The following link: <http://www.fitchburgwi.gov/230/Credit-Opportunities> provides the application form and details on this program.

Acknowledged

3. This proposed plat is within the McGaw Neighborhood Plan which has stormwater performance standards (e.g. 100% stay-on infiltration volume, etc.) that need to be met within the proposed plat boundary. There are also known capacity restrictions for stormwater conveyance downstream that will need to be addressed during the stormwater planning. The designer may contact Fitchburg's Environmental Engineer at 270-4264 or [rick.eilertson@fitchburgwi.gov](mailto:ricker.eilertson@fitchburgwi.gov) if he/she has any questions on ECSWM performance standards for this site.

Plan Commission
Initiated by

Planning Dept.
Drafted by

December 16, 2014
Date

RESOLUTION NO. R-115-14
A RESOLUTION APPROVING A COMPREHENSIVE DEVELOPMENT PLAN FOR
FAHEY FIELDS DEVELOPMENT, LOT 2 CSM 9896

WHEREAS, Tony Heinrichs, agent for Fahey Land LLC, submitted a comprehensive development plan for lands near Nobel Drive, Lot 2 CSM 9896, and

WHEREAS, the Plan Commission reviewed the request at a meeting on December 16, 2014, and

WHEREAS, the Plan Commission has reviewed and recommended approval of such request with conditions and, with the understanding that this is the first step in a process of additional city approvals.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Fitchburg, Dane County, Wisconsin hereby approves a comprehensive development plan, CDP-2045-14, for Fahey Fields subject to the following conditions:

- A. No other permit or approval is waived or deemed satisfied except for the approval provided herein.
- B. Approval is granted based on CDP document dated December 9, 2014 and all responses, comments and supplemental information associated with this application.
- C. Park fees will be calculated at the time of platting.
- D. Prepare and submit an Erosion Control & Stormwater Management Plan to the Fitchburg Public Works Department for the development confirming that all of the City's ECSWM performance standards are met. This shall be done prior to the Preliminary Plat submittal.
- E. Compliance with conditions of CARPC Resolution 2009-15.
- F. Proposed outlot 3, and related improvements to be part of phase 1.

Adopted by the City Council of the City of Fitchburg at a regular meeting held this _____ day of _____, 2015.

Patti Anderson, City Clerk

Approved: _____

Shawn Pfaff, Mayor

City of Fitchburg

Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred: **November 25, 2014** Ordinance Number:
Date to Report Back: **January 13, 2015** Resolution Number: **R-116-14**

Sponsored by: Mayor Drafted by: Planning / Zoning

TITLE: A Resolution Approving Certified Survey Map Request
CS-2044-14 by Michael Marty of Vierbicher Associates, Inc.,
Agent for Green-Tech Land Company, LLC to Reconfigure into
Two Lots and Two Outlots, Lots 14-17 and Outlot 22 of Second
Addition to Nine Springs

Background: Certified Survey Map request CS-2044-14 by Michael Marty of Vierbicher Associates, Inc., agent for Green-Tech Land Company, LLC, for approval of a Certified Survey Map to reconfigure Lots 14-17 and Outlot 22 of Second Addition to Nine Springs into two lots and two outlots.

Applicant is requesting approval to reconfigure property in Second Addition to Nine Springs.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Plan Commission	Hovel/Sloper	December 16, 2014	Approved
2				

Amendments:



City of Fitchburg
 Planning/Zoning Department
 5520 Lacy Road
 Fitchburg, WI 53711
 (608-270-4200)

LAND DIVISION APPLICATION

The undersigned owner, or owner's authorized agent, of property herein described hereby submits ten (10) copies of the attached maps, one (1) copy no larger than 11" x 17", and one (1) pdf document of the complete submittal (planning@fitchburgwi.gov) for approval under the rules and requirements of the Fitchburg Land Division Ordinance.

- 1. Type of Action Requested:**
- Certified Survey Map Approval
 - Preliminary Plat Approval
 - Final Plat Approval
 - Replat
 - Comprehensive Development Plan Approval

2. Proposed Land Use (Check all that Apply):

- Single Family Residential
- Two-Family Residential
- Multi-Family Residential
- Commercial/Industrial

3. No. of Parcels Proposed: 4

4. No. Of Buildable Lots Proposed: 2

5. Zoning District: SC-NC; Smart Code - New Community

6. Current Owner of Property: Green-Tech Land Company, LLC

Address: 120 E. Lakeside Street, Madison, WI 53715 **Phone No:** 294-4080

7. Contact Person: Michael Marty, Vierbicher Associates, Inc.

Email: mmar@vierbicher.com

Address: 999 Fourier Drive, Suite 201, Madison, WI 53717 **Phone No:** 821-3955

8. Submission of legal description in electronic format (MS Word or plain text) by email to: planning@fitchburgwi.gov

Pursuant to Section 24-2 (4) of the Fitchburg Land Division Ordinance, all Land Divisions shall be consistent with the currently adopted City of Fitchburg Comprehensive Plan.

Respectfully Submitted By: *Michael J. Ziehr* Michael J. Ziehr
 Owner's or Authorized Agent's Signature Print Owner's or Authorized Agent's Name

PLEASE NOTE - Applicants shall be responsible for legal or outside consultant costs incurred by the City. Submissions shall be made at least four (4) weeks prior to desired plan commission meeting.

For City Use Only: Date Received: _____

Ordinance Section No. _____ **Fee Paid:** _____

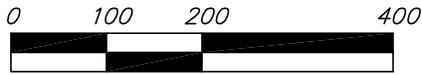
Permit Request No. _____

LEGAL DESCRIPTION

All of Lots 14, 15, 16, 17 and Outlot 22, SECOND ADDITION TO NINE SPRINGS, as recorded in Volume 60-010A of Plats, on pages 49 and 50, as Document Number 4937280, Dane County Registry and located in the Northwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 11, Township 06 North, Range 09 East, City of Fitchburg, Dane County, Wisconsin. Containing 422,058 square feet or 9.68 acres more or less.

CERTIFIED SURVEY MAP No. _____

ALL OF LOTS 14, 15, 16, 17 AND OUTLOT 22, SECOND ADDITION TO NINE SPRINGS, AS RECORDED IN VOLUME 60-010A OF PLATS, ON PAGES 49 AND 50, AS DOCUMENT NUMBER 4937280, DANE COUNTY REGISTRY AND LOCATED IN THE NW 1/4 OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4 OF SECTION 11, TOWNSHIP 06 NORTH, RANGE 09 EAST, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.

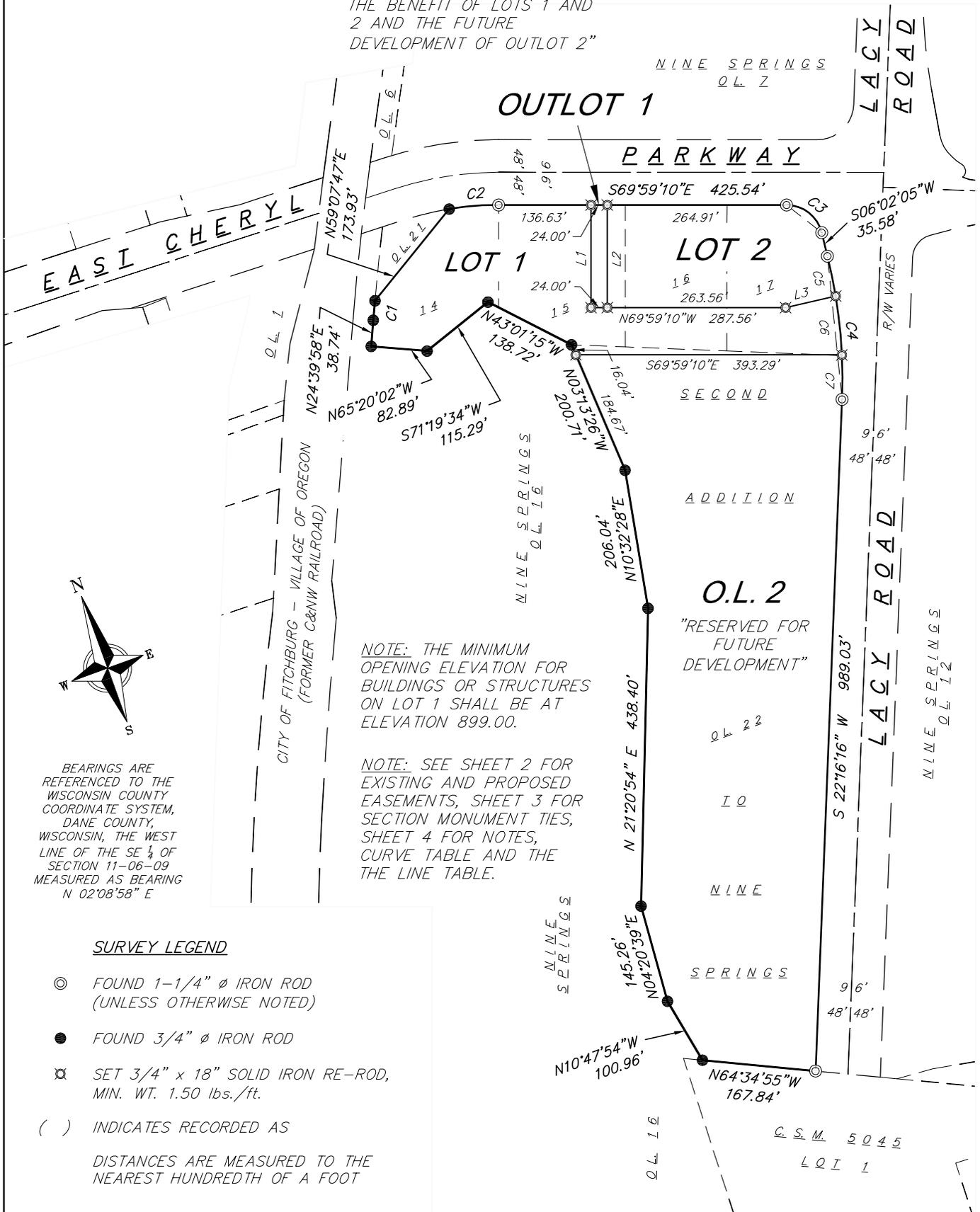


SCALE: 1" = 200'

LOT AREA TABLE

LOT 1 = 78,502 SQ. FT.
 LOT 2 = 48,054 SQ. FT.
 OUTLOT 1 = 3,624 SQ. FT.
 OUTLOT 2 = 291,877 SQ. FT.

NOTE: "OUTLOT 1 RESERVED FOR A PRIVATE ALLEY FOR THE BENEFIT OF LOTS 1 AND 2 AND THE FUTURE DEVELOPMENT OF OUTLOT 2"



NOTE: THE MINIMUM OPENING ELEVATION FOR BUILDINGS OR STRUCTURES ON LOT 1 SHALL BE AT ELEVATION 899.00.

NOTE: SEE SHEET 2 FOR EXISTING AND PROPOSED EASEMENTS, SHEET 3 FOR SECTION MONUMENT TIES, SHEET 4 FOR NOTES, CURVE TABLE AND THE LINE TABLE.



BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY, WISCONSIN, THE WEST LINE OF THE SE 1/4 OF SECTION 11-06-09 MEASURED AS BEARING N 02°08'58" E

SURVEY LEGEND

- ⊙ FOUND 1-1/4" ϕ IRON ROD (UNLESS OTHERWISE NOTED)
 - FOUND 3/4" ϕ IRON ROD
 - ⊗ SET 3/4" x 18" SOLID IRON RE-ROD, MIN. WT. 1.50 lbs./ft.
 - () INDICATES RECORDED AS
- DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT

05 Dec 2014 - 7:18p M:\Avantia Properties\140233_Tivoli\CADD\CADD_140233.dwg by: mzie

vierbicher
 planners | engineers | advisors
 REEDSBURG - MADISON - PRAIRIE DU CHIEN
 999 Fourier Drive, Suite 201 Madison, Wisconsin 53717
 Phone: (608) 826-0532 Fax: (608) 826-0530



FN: 140233
 DATE: 12/05/2014
 REV:
 Drafted By: MZIE
 Checked By: MMAR

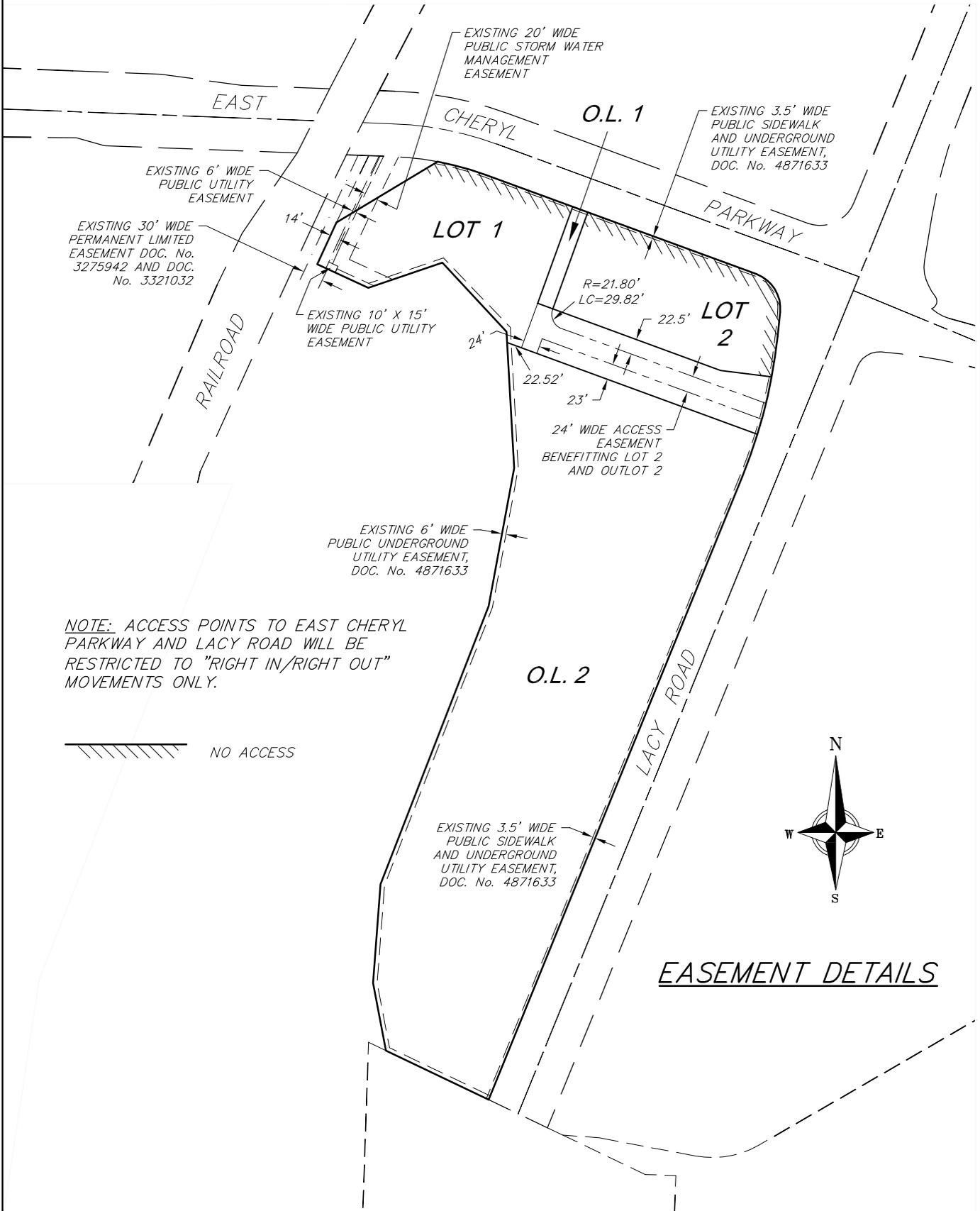
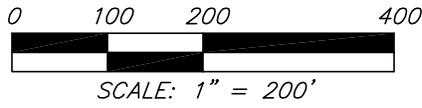
SURVEYED FOR:
 Green-Tech Land Company, LLC
 120 E. Lakeside St.
 Madison, WI 53715

C.S.M. No. _____
 Doc. No. _____
 Vol. _____ Page _____

SHEET 1 OF 6

CERTIFIED SURVEY MAP No. _____

ALL OF LOTS 14, 15, 16, 17 AND OUTLOT 22, SECOND ADDITION TO NINE SPRINGS, AS RECORDED IN VOLUME 60-010A OF PLATS, ON PAGES 49 AND 50, AS DOCUMENT NUMBER 4937280, DANE COUNTY REGISTRY AND LOCATED IN THE NW 1/4 OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4 OF SECTION 11, TOWNSHIP 06 NORTH, RANGE 09 EAST, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.

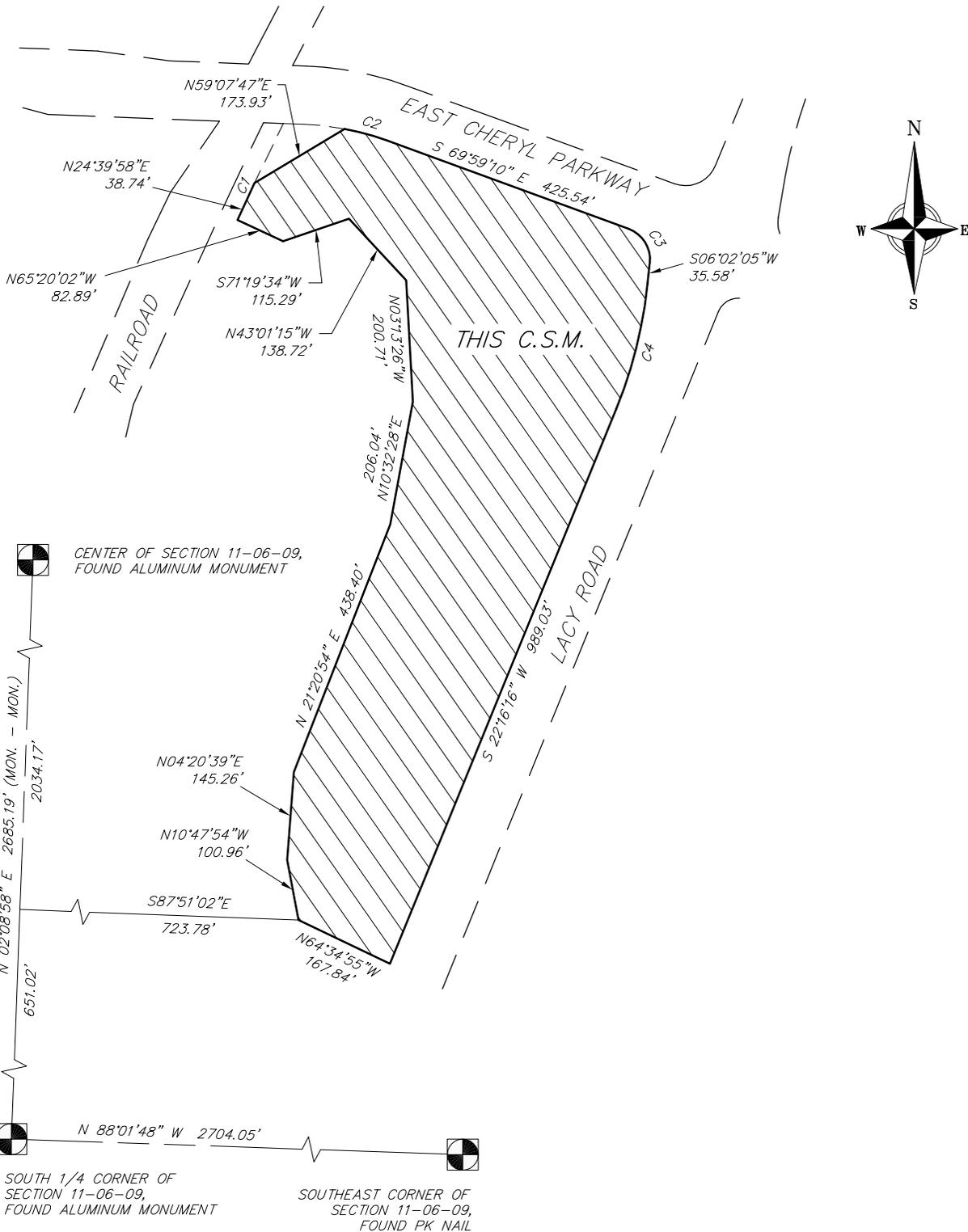


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CERTIFIED SURVEY MAP No. _____

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BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY, WISCONSIN. THE WEST LINE OF THE SE 1/4 OF SECTION 11-06-09 MEASURED AS BEARING N 02°08'58" E

SECTION TIE DETAIL (NOT TO SCALE)

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vierbicher
planners | engineers | advisors



REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201 Madison, Wisconsin 53717
Phone: (608) 826-0532 Fax: (608) 826-0530

FN: 140233
DATE: 12/05/2014
REV:
Drafted By: MZIE
Checked By: MMAR

SURVEYED FOR:
Green-Tech Land
Company, LLC
120 E. Lakeside St.
Madison, WI 53715

C.S.M. No. _____
Doc. No. _____
Vol. _____ Page _____

**SHEET
3 OF 6**

CERTIFIED SURVEY MAP No. _____

ALL OF LOTS 14, 15, 16, 17 AND OUTLOT 22, SECOND ADDITION TO NINE SPRINGS, AS RECORDED IN VOLUME 60-010A OF PLATS, ON PAGES 49 AND 50, AS DOCUMENT NUMBER 4937280, DANE COUNTY REGISTRY AND LOCATED IN THE NW 1/4 OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4 OF SECTION 11, TOWNSHIP 06 NORTH, RANGE 09 EAST, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.

NOTES (from Second Addition to Nine Springs Plat):

1. Except for light poles, no above ground pedestals, transformers or other switch equipment shall be allowed within street rights-of-way or along the front yards of the Lots. Said above ground structures shall be allowed at rear yards or where specifically called out on this plat (now C.S.M.).
2. Upon future development of Outlot 22 (Outlot 2 of this C.S.M.) additional parkland dedication may be required. The ultimate location, size and configuration of said dedicated parkland shall be determined during the formal land division process and shall be subject to final approval by the City of Fitchburg.
3. "*" - All developable lots within the plat are hereby obligated to design and construct stormwater management facilities that infiltrate, evapotranspire, or reuse a minimum of 90 percent of predevelopment stay-on volume on a lot-by-lot basis unless a regional facility is designed and constructed to fulfill this requirement. Stormwater management facilities shall be in place and functioning properly prior to requesting building occupancy inspection.
4. Utility Easements: The final grade shall not be altered by more than six inches (6") without written consent of the Utility(ies) involved.
5. Outlot 21 shall be maintained by, and is hereby restricted to have identical common ownership with owner's of Lot 14 (Lot 1 of this C.S.M.). Outlot 21 lies entirely within the "Vision Triangle" and is subject to the following: "Vision Triangle" - There shall be no improvements or plantings within the Vision Triangle over three and one-half feet (3.5') above existing ground. This is to provide vision lines between the railroad tracks and East Cheryl Parkway." There is also a general Public Stormwater Easement granted to the City of Fitchburg over all of Outlot 21 for the purposes of conveying stormwater runoff resulting from the 100-Year rainfall event. The granting of this easement shall not prohibit construction/placement of improvements including, but not limited to, sidewalks and driveways within said Outlot.
6. Per the Approved Article 3 Plan on file with the City of Fitchburg, a passage will be required on Outlot 22 (Outlot 2 of this C.S.M.) at the time development of said Outlot occurs.
7. Per Chapter 23 SmartCode Ordinance, a Rear Alley (RA-24-24) shall be required to serve Lots 14-17 (Lots 1 and 2 of this C.S.M.) of this Plat. The Rear Alley shall be private and privately owned by the contiguous Lots within this Plat. Said Private Rear Alley shall be committed prior to the approval of any Article 5 Plan for any of the Lots 14-17 (Lots 1 and 2 of this C.S.M.). Prior to establishment of the Private Rear Alley Easement, an ownership, access, maintenance and use agreement shall be approved by the City of Fitchburg and subsequently recorded at the Dane County Register of Deeds Office.
8. The 10'x15' Public Utility Easement over Lot 14 (Lot 1 of this C.S.M.) is for pedestals, transformers or other necessary switch equipment.

WISDOT NOISE NOTE (from Nine Springs Plat)

NOISE NOTE:

"The lots of this land division may experience noise at levels exceeding the levels in s.Trans 405.04, Table 1. These levels are based on federal standards. The Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the department to the highway's through-lane capacity."

CURVE TABLE							
CURVE NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH	TANGENT BEARING	
						BACK	AHEAD
C1	28.79'	4021.78'	000°24'37"	S24°52'10"W	28.79'	N24°39'51"E	N25°04'28"E
C2	73.47'	452.00'	009°18'47"	N74°38'34"W	73.39'	S79°17'57"E	S69°59'10"E
C3	70.98'	53.50'	076°01'15"	S31°58'32"E	65.89'	S69°59'10"E	S06°02'05"W
C4	212.53'	750.00'	016°14'11"	S14°09'11"W	211.82'	S06°02'05"W	S22°16'16"W
C5	60.07'	750.00'	004°35'22"	S08°19'46"W	60.06'		
C6	87.12'	750.00'	006°39'21"	S13°57'07"W	87.08'		
C7	65.33'	750.00'	004°59'28"	S19°46'32"W	65.31'		

LINE TABLE		
LINE NUMBER	BEARING	DISTANCE
L1	S20°00'50"W	151.00'
L2	N20°00'50"E	151.00'
L3	N82°59'10"W	75.96'

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vierbicher
planners | engineers | advisors



REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201 Madison, Wisconsin 53717
Phone: (608) 826-0532 Fax: (608) 826-0530

FN: 140233
DATE: 12/05/2014
REV:
Drafted By: MZIE
Checked By: MMAR

SURVEYED FOR:
Green-Tech Land
Company, LLC
120 E. Lakeside St.
Madison, WI 53715

C.S.M. No. _____
Doc. No. _____
Vol. _____ Page _____

**SHEET
4 OF 6**

CERTIFIED SURVEY MAP No. _____

ALL OF LOTS 14, 15, 16, 17 AND OUTLOT 22, SECOND ADDITION TO NINE SPRINGS, AS RECORDED IN VOLUME 60-010A OF PLATS, ON PAGES 49 AND 50, AS DOCUMENT NUMBER 4937280, DANE COUNTY REGISTRY AND LOCATED IN THE NW 1/4 OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4 OF SECTION 11, TOWNSHIP 06 NORTH, RANGE 09 EAST, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

Green-Tech Land Company, LLC, a Wisconsin limited liability company, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that we caused land described on this Certified Survey Map to be surveyed, divided, mapped, and dedicated as represented hereon. We further certify that this Certified Survey Map is required by s. 236.10 or 236.12 Wisconsin Statutes, to be submitted to the City of Fitchburg for approval.

IN WITNESS WHEREOF, Green-Tech Land Company, LLC, has caused these presents to be signed by Scott Kelly, its Member, at Madison, Wisconsin, on this _____ day of _____, 20____.

Green-Tech Land Company, LLC

By: _____
Scott Kelly, Authorized Member

State of Wisconsin)
) ss
 County of Dane)

Personally came before me this _____ day of _____, 20____, the above-named Scott Kelly, its Member, to me known to be the person who executed the foregoing instrument and acknowledged the same.

 Notary Public, State of Wisconsin My Commission Expires: _____

CONSENT OF MORTGAGEE

Park Bank, a banking association duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping, and dedicating of the land described on this Certified Survey Map and does hereby consent to the Owner's Certificate.

IN WITNESS WHEREOF, the said Park Bank, has caused these presents to be signed by Michael J. Lawrence, its Vice President, at Madison, Wisconsin, on this _____ day of _____, 20____.

Park Bank

By: _____
Michael J. Lawrence, Vice President

State of Wisconsin)
) ss
 County of Dane)

Personally came before me this _____ day of _____, 20____, Michael J. Lawrence, of the above named banking association, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President of said banking association, and acknowledged that they executed the foregoing instrument as such officer as the deed of said banking association, by its authority.

 Notary Public, State of Wisconsin My Commission expires: _____

05 Dec 2014 - 7:17p M:\Avantia Properties\140233_Tivoli\CADD\CSM_140233.dwg by: mzie



CERTIFIED SURVEY MAP No. _____

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SURVEYOR'S CERTIFICATE

I, Michael S. Marty, Professional Land Surveyor, S-2452, do hereby certify to the best of my knowledge and belief, that I have surveyed, divided and mapped the lands described herein and that the map on sheet one (1) is a correct representation of the exterior boundaries of the land surveyed and the division of that land in accordance with the information provided. I further certify that this Certified Survey Map is in full compliance with Chapter 236.34 of the Wisconsin State Statutes, Chapter A-7 of the Wisconsin Administrative Code and the Subdivision Ordinance of the City of Fitchburg in surveying, dividing and mapping the same.

Vierbicher Associates, Inc.
By: Michael S. Marty

Date: _____

Signed: _____
Michael S. Marty, P.L.S. S-2452

LEGAL DESCRIPTION

All of Lots 14, 15, 16, 17 and Outlot 22, SECOND ADDITION TO NINE SPRINGS, as recorded in Volume 60-010A of Plats, on pages 49 and 50, as Document Number 4937280, Dane County Registry and located in the Northwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 11, Township 06 North, Range 09 East, City of Fitchburg, Dane County, Wisconsin.

Containing 422,058 square feet or 9.68 acres more or less.

CITY OF FITCHBURG APPROVAL

This Certified Survey Map, including any dedications shown hereon, has been duly filed with and approved by the City Council of the City of Fitchburg, Dane County, Wisconsin.

Date: _____

By: _____
Patti Anderson, City Clerk

REGISTER OF DEEDS CERTIFICATE

Received for recording this _____ day of _____, 20____, at _____ o'clock _____m. and recorded in Volume _____ of Certified Survey Maps on pages _____, as Doc. No. _____.

Dane County Register of Deeds

05 Dec 2014 - 7:16p M:\Avantia Properties\140233_Tivoli\CADD\CAD\140233.dwg by: mzie

vierbicher
planners | engineers | advisors



REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201 Madison, Wisconsin 53717
Phone: (608) 826-0532 Fax: (608) 826-0530

FN: 140233
DATE: 12/05/2014
REV:
Drafted By: MZIE
Checked By: MMAR

SURVEYED FOR:
Green-Tech Land
Company, LLC
120 E. Lakeside St.
Madison, WI 53715

C.S.M. No. _____
Doc. No. _____
Vol. _____ Page _____

**SHEET
6 OF 6**

Plan Commission
Initiated by

Planning / Zoning
Drafted by

December 16, 2014
Date

RESOLUTION NO. R- 116-14

A RESOLUTION APPROVING CERTIFIED SURVEY MAP REQUEST CS-2044-14 BY MICHAEL MARTY OF VIERBICHER ASSOCIATES, INC., AGENT FOR GREEN-TECH LAND COMPANY, LLC, TO RECONFIGURE INTO TWO LOTS AND TWO OUTLOTS, LOTS 14-17 AND OUTLOT 22 OF SECTOND ADDITION TO NINE SPRINGS.

WHEREAS, Michael Marty of Vierbicher Associates, LLC, agent for Green-Tech Land Company, LLC, has submitted a Certified Survey Map request (CS-2044-14) to reconfigure lots 14-17 and outlot 22 of Second Addition to Nine Springs into two lots and two outlots, and

WHEREAS, the Plan Commission has reviewed and recommends approval, with conditions, of the certified survey map request,

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Fitchburg, Dane County, Wisconsin herewith approves CS-2044-14 with the following condition:

1. No other permit or approval is waived or deemed satisfied except for the approval provided herein.
2. The Nine Spring's Development Agreement shall be amended to adjust the timing for installation of the bike paths within Nine Springs and a letter of credit shall be provided for such bike paths prior to the City signing of the Certified Survey Map.

Adopted by the City Council of the City of Fitchburg this ____ day of _____, 2015.

Patti Anderson, City Clerk

Approved: _____

Shawn Pfaff, Mayor

City of Fitchburg

Committee or Commission Referral

Direct Referral Initiated by:
 Direct Referral Approved by:

Date Referred: **November 11, 2014** Ordinance Number: 2014-O-36
 Date to Report Back: **January 13, 2015** Resolution Number:

Sponsored by: Mayor Pfaff Drafted by: Planning/Zoning

TITLE: An Ordinance Amending Chapter 23 to Amend Article 3 Table 4a, Amend Article 5.13.5(c), Amendment Article 5.13.6(d), Amendment Article 6 Block Definition, Create Article 5.1.2(a)(xix) and amend Article 3 Table 6

Background: Avante is working on another project in Uptown. In working through the site design they realized that the 3.5' easement that was placed on the plat causes some issues with the design as the setbacks are taken from the property line, not the easement line. Staff recognizes this and has proposed an amendment to allow the setback to be taken from the easement line for street sides, where AV-96-56(CT), which is the thoroughfare with the cycle track, is used. Staff is also proposing a few additional amendments to items they have noted throughout the year with other requests.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Plan Commission	Hovel/Badtke	December 16, 2014	Approved
2				
3				
4				

Amendments:

Mayor Pfaff
Introduced By

Planning Dept.
Drafted By

Plan Commission
Referred to

November 3, 2014
Date

ORDINANCE NO. 2014-O-36

An Ordinance Amending Chapter 23 to Amend Article 3 Table 4a, Amend Article 5.13.5(c), Amend Article 5.13.6(d), Amend Article 6 Block Definition, Create Article 5.1.2(a)(xix) and Amend Article 3 Table 6.

The Common Council of the City of Fitchburg, Dane County, Wisconsin hereby ordains as follows:

SECTION 1: ARTICLE 3 Table 4a. Transportation Provisions: Bikeway Assemblies, Thoroughfare AV-96-56(CT) Note shall be amended to read:

Note: An additional 3.5' easement on either side of the thoroughfare, or a total of 7' additional right-of-way is required to provide a total width of 103'. The street setback may, by Administrative Approval, be taken from the easement boundary rather than the property line.

SECTION 2: ARTICLE 5.13.5(c) of Chapter 23 shall be amended to read:

- c. The railings of Bbalconies and porches shall be made of painted wood, stained wood or cementitious wood substitute boards the same size and thickness as commonly available wood boards, wood plastic composite, or powder-coated aluminum.

SECTION 3: ARTICLE 5.13.6(d) of Chapter 23 shall be amended to read:

- d. The railings of Bbalconies and porches shall be made of painted wood, stained wood, cementitious wood substitute boards the same size and thickness as commonly available wood boards, wood plastic composite, wrought iron, or powder-coated aluminum.

SECTION 4: ARTICLE 6 Block Definition of Chapter 23 shall be amended to read:

Block: the aggregate of private Lots, Passages, Rear Alleys and Rear Lanes, circumscribed by Thoroughfares. Where Civic Space is surrounded on three sides by a private lot(s), it may be included as part of the block and included in the block perimeter.

SECTION 5: ARTICLE 5.1.2(a)(xix) of Chapter 23 shall be created to read:

xix. Grading plan

SECTION 6: ARTICLE 3 Table 6 of Chapter 23 shall be amended to include the following note:

Note: The specifications and locations of street lights, including the pole height and fixture shall be approved administratively by the Zoning Administrator. Street lights at street intersections shall be provided greater flexibility and may use a different lighting type than that identified in Table 6.

SECTION 7: This ordinance shall take effect the day after its publication.

SECTION 8: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by reason of a decision of any court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence, clause or phrase thereof.

Adopted this _____ day of January, 2015.

Shawn Pfaff, Mayor

Attested: _____

Patti Anderson, City Clerk

Published:

City of Fitchburg

Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred: **November 25, 2014** Ordinance Number:
Date to Report Back: **December 9, 2014** Resolution Number: R-108-14

Sponsored by: Mayor Drafted by: Public Works

TITLE: APPROVING AN AGREEMENT WITH WISCONSIN & SOUTHERN RAILROAD CO. FOR THE CONSTRUCTION OF WARNING DEVICES AT THE LACY ROAD AND E. CHERYL PARKWAY RAILROAD CROSSINGS IN THE CITY OF FITCHBURG

Background: The final order from the Commission of Rails requires the provision of warning devices at Lacy Road and E. Cheryl Parkway. The City of Fitchburg is responsible for the costs associated with those improvements. Wisconsin & Southern Railroad Co. is willing to be the lead agency for the design, engineering, and construction of these improvements. This resolution authorizes the City to enter into an agreement with WSOR for the improvements at Lacy Road and E. Cheryl Parkway. The final dollar amount for the project is still being verified for the crossing improvements. The agreement will be finalized prior to action by the Board of Public Works and the Finance Committee. It is anticipated that this would come back to council at either the Dec. 9 meeting.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	12/15/2014	Approved
2	Finance Committee	Roach	1/13/2015	
3				
4				

Amendments:

**AGREEMENT
CONSTRUCTION OF WARNING DEVICES AT
THE LACY ROAD AND E. CHERYL PARKWAY RAILROAD CROSSINGS
IN THE CITY OF FITCHBURG**

THIS AGREEMENT, made and entered into by and between the City of Fitchburg, a municipal corporation in the State of Wisconsin (hereinafter referred to as "FITCHBURG"); and the Wisconsin Southern Railroad, LLC. (hereinafter referred to as "RAILROAD");

WITNESSETH:

WHEREAS, FITCHBURG and RAILROAD have determined that construction of the warning devices at Lacy Road and E. Cheryl Parkway (hereinafter referred to as the "crossings") are ordered by the Office of the Commissioner of the Railroads; and

WHEREAS, the cost of the installation of the crossings will be financed by FITCHBURG funds; and

WHEREAS, FITCHBURG and RAILROAD wish to formalize a partnership for the design, engineering and construction of the crossings;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, FITCHBURG and RAILROAD do agree as follows:

1. The Project shall consist of design, engineering and construction of the railroad signals at Lacy Road and E. Cheryl Parkway.
2. FITCHBURG shall be responsible for reimbursement of the costs of installing the crossings and warning devices including labor and materials at the E. Cheryl Parkway and Lacy Road Crossings.
3. Costs shall not exceed \$184,407.00 for Lacy Road and \$235,676.00 for the E. Cheryl Crossing without prior written authorization from FITCHBURG. All costs directly paid for by the City shall be exempt from sales taxes.
4. Requests for reimbursement of costs shall include itemized invoices, RAILROAD certification that work was completed in compliance with the Office of the Commissioner of Railroads requirements, and signed lien waivers.
5. The RAILROAD shall coordinate and supply an AC meter service at both crossings to provide 220-volt commercial power to the control box as needed.
6. The RAILROAD shall install and maintain 12" LED automatic flashing lights with gates, constant warning time circuitry and other appropriate appurtenances in accordance with such plans as are filed with and approved by the Office of Commissioner of Railroads at the E. Cheryl Parkway and Lacy Road Crossings by July 31, 2015. Said crossings shall be designed and installed to be quiet zone compliant or easily modifiable to be quiet zone compliant.

7. The RAILROAD shall ensure that the locations and sizes of gates signals and equipment are appropriate given the necessary roadway width, sidewalk (with appropriate separation from the road), and modifications necessary for roadway center island construction for quiet zone compliance.
8. The RAILROAD shall be responsible for obtaining all necessary permits.
9. The RAILROAD shall submit to the Office of the Commissioner of Railroads signal and circuit plans with the cost estimate of its proposed installation and upon completion of the signal project, a detailed statement of the actual cost to the Office and to the Wisconsin Department of Transportation.
10. The RAILROAD shall notify the Office of the Commissioner of Railroads upon completion of the crossings.
11. The RAILROAD will be responsible for project oversight and coordination and will provide opportunity for FITCHBURG input on process.
12. Each party shall be responsible for injuries, claims, or losses arising from, or caused by, the acts or omissions of its agents or employees. The obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement.

FOR FITCHBURG

Date Signed: _____

Mayor

Date Signed: _____

City Administrator

Date Signed: _____

Treasurer

Date Signed: _____

City Attorney

FOR WISCONSIN SOUTHERN RAILROAD LLC.

Date Signed: _____

Shawn Pfaff, Mayor
Introduced By

Public Works
Drafted By

Board of Public Works & Finance
Referred to

November 25, 2014
Date

Resolution R-108-14

**APPROVING AN AGREEMENT WITH WISCONSIN & SOUTHERN RAILROAD CO.
FOR THE CONSTRUCTION OF WARNING DEVICES AT THE LACY ROAD AND E.
CHERYL PARKWAY RAILROAD CROSSINGS IN THE CITY OF FITCHBURG**

WHEREAS, the final Order from the Office of the Commission of Rails, dated June 13, 2014, requires Wisconsin & Southern Railroad Co. to install and maintain 12" LED automatic flashing lights with gates at the Lacy Road and E. Cheryl Parkway railroad crossings (hereinafter referred to as the "crossings"); and

WHEREAS, the final Order requires the City of Fitchburg to bear all costs for installing warning devices, including labor and materials, at both crossings; and

WHEREAS, by this agreement, Wisconsin & Southern Railroad Co. shall serve as the lead agency for this project; and

WHEREAS, the City of Fitchburg will reimburse Wisconsin & Southern Railroad Co. for the design, engineering, and construction of the warning devices at the crossings including labor and materials;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Common Council of the City of Fitchburg, Dane County, Wisconsin, that it approves the agreement with Wisconsin & Southern Railroad Co. for the design, engineering, and construction of warning devices at the Lacy Road and E. Cheryl Parkway crossings.

BE IT FURTHER RESOLVED, that the Fitchburg Common Council authorizes the City Clerk and Mayor to sign the agreement.

Adopted by the Common Council of the City of Fitchburg this ____ day of _____, 2014.

Approved By: _____
Shawn Pfaff, Mayor

Attested By: _____
Patti Anderson, City Clerk

City of Fitchburg

Committee or Commission Referral

Direct Referral Initiated by:

Direct Referral Approved by:

Date Referred: **November 25, 2014**

Ordinance Number:

Date to Report Back: **January 13, 2015**

Resolution Number: **R-111-14**

Sponsored by: Mayor

Drafted by: Public Works

TITLE: A RESOLUTION ACCEPTING PUBLIC EASEMENTS ON LOTS 33 AND 34, AND OUTLOT 23 IN THE PLAT OF THIRD ADDITION TO NINE SPRINGS, CITY OF FITCHBURG, WISCONSIN

Background:

Public easements are needed in order to install and maintain public infrastructure across Lots 33 and 34, and Outlot 23 in the Third Addition to Nine Springs Plat. This public infrastructure will service the plat.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	12/01/2014	Approved
2	Planning Commission	Hovel	12/16/2014	Approved
3				
4				

Amendments:

PUBLIC WATER MAIN EASEMENT

This Public Water Main Easement (the "easement") is granted this __ day of _____ 2015, by UPTOWN VILLAGE LLC, ("Grantor") to the City of Fitchburg, a municipal Corporation (the "City").

RECITALS

- A. Grantor is the fee holder of certain real property in the City of Fitchburg, Wisconsin, as more particularly described in Recital B, below.
- B. The City desires a Public Water Main Easement over, under, and across the West three feet (3') of Lot 34, Third Addition to Nine Springs as recorded in Volume 60-017A of Plats, on Pages 89-91, as Document Number 5011988, Dane County Registry, located in the NW ¼ - SE ¼ of Section 11, Township 06 North, Range 09 East, City of Fitchburg, Dane County, Wisconsin.

Recording Area

Return to:

City Clerk
City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711

Parcel Number:

NOW, THEREFORE, for good and valuable consideration, Grantor is agreeable to granting a Public Water Main Easement to the City on the following terms and conditions:

1. Grant of Easement. Grantor hereby grants to the City an easement over, under, and across, a part of Lot 34, as legally described and depicted on Exhibit A attached hereto, for the purpose of constructing, installing, operating, repairing and replacing, an underground water main.
2. Responsibility for Costs of Public Water Main. Grantor shall be responsible for all costs of constructing and installing the water main and any related facilities (the "water main"). The City shall be responsible for the normal costs of operating the water main after it has been installed and accepted. The Grantor shall repair at Grantor's expense (a) any and all damage to Lot 34 caused by the construction and installation of the water main, and (b) any damage to the water main, and related facilities caused by subsequent construction on Lot 34. If, after installation of the water main is complete, the City subsequently repairs the water main and disturbs the surfaces of Lot 34, the City shall fill in any dirt removed, and replace and/or repair any gravel and/or grass disturbed by the repairs, but shall not repair and/or restore any hard surfaces and/or structures built upon the easement, which shall be done by Grantor, at Grantor's sole expense.
3. Consistent Uses Allowed. The Grantor reserves the right to use the Property for purposes that will not interfere with the City's full enjoyment of the easement rights granted in this Agreement.
4. Covenants Run with Land. All of the terms and conditions in this agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and the City and their respective successors and assigns. The

party named as "Grantor" in this Agreement and any successor or assign to the Grantor as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.

5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
6. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Dane County, Wisconsin.
7. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

Dated this ____ day of _____, 2015.

By _____

STATE OF WISCONSIN

COUNTY OF DANE

The forgoing instrument was acknowledged before me on this ____ day of _____, 2015, by the above-named _____ to me known to be the person who executed and acknowledged the foregoing instrument, being duly authorized to do so.

Printed name of Notary Public, State of Wisconsin

Signature of Notary Public, State of Wisconsin
My Commission Expires:_____.

This documents is authorized by Resolution R-__-14 adopted on _____,2015.
This document was drafted by Department of Public Works, City of Fitchburg.

22 Jan 2014 - 9:41a M:\Neumann Companies, Inc\128062_Nine Springs Outlot 2 Site\Surveying\Civil 3D\128062_Lot 34 Water Easement.dwg by: mmr

L A N D S

S Y N E R O A D

3' WIDE PUBLIC WATER MAIN EASEMENT

L O I 3 4

L O I 3 5

N O O A K S R I D G E



SCALE: ONE INCH = TWENTY FEET

L O I 3 3

vierbicher
planners | engineers | advisors



REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201 Madison, Wisconsin 53717
Phone: (608) 826-0532 Fax: (608) 826-0530

EXHIBIT A

SCALE	1"=20'
CHECKED	MMAR
DRAFTER	MZIE
FILE	2014-01-22
JOB NO.	128062

SHEET

Page 3 of 3

PUBLIC SANITARY SEWER EASEMENT

This Public Sanitary Sewer Easement (the "easement") is granted this __ day of _____ 2015, by RIVA WEST LLC, ("Grantor") to the City of Fitchburg, a municipal Corporation (the "City").

RECITALS

- A. Grantor is the fee holder of certain real property in the City of Fitchburg, Wisconsin, as more particularly described in Recital B, below.
- B. The City desires a Public Sanitary Sewer Easement over, under and across, a part of Outlot 23, Third Addition to Nine Springs as recorded in Volume 60-017A of Plats, on Pages 89-91, as Document Number 5011988, Dane County Registry, located in the NW ¼ - SE ¼ of Section 11, Township 06 North, Range 09 East, City of Fitchburg, Dane County, Wisconsin, more fully described as follows:

Beginning at the Northwesterly most corner of said Outlot 23; thence S87°52'17"E along the northerly line of said Outlot 23, 8.00 feet; thence S47°07'43"W, 11.31 feet to the westerly line of said Outlot 23; thence N02°07'43"E along said westerly line, 8.00 feet to the point of beginning. Said description contains 32 square feet more or less.

NOW, THEREFORE, for good and valuable consideration, Grantor is agreeable to granting a Public Sanitary Sewer Easement to the City on the following terms and conditions:

- 1. Grant of Easement. Grantor hereby grants to the City an easement over, under, and across, a part of Outlot 23, as legally described and depicted on Exhibit A attached hereto, for the purpose of constructing, installing, operating, repairing and replacing, an underground sanitary sewer.
- 2. Responsibility for Costs of Public Sanitary Sewer. Grantor shall be responsible for all costs of constructing and installing the sanitary sewer and any related facilities (the "sanitary sewer"). The City shall be responsible for the normal costs of operating the sanitary sewer after it has been installed and accepted. The Grantor shall repair at Grantor's expense (a) any and all damage to Outlot 23 caused by the construction and installation of the sanitary sewer, and (b) any damage to the sanitary sewer, and related facilities caused by subsequent construction on Outlot 23. If, after installation of the sanitary sewer is complete, the City subsequently repairs the sanitary sewer and disturbs the surfaces of Outlot 23, the City shall fill in any dirt removed, and replace and/or repair any gravel and/or turf disturbed by the repairs, but shall not repair and/or restore any hard surfaces and/or structures built upon the easement, which shall be done by Grantor, at Grantor's sole expense.
- 3. Consistent Uses Allowed. The Grantor reserves the right to use the Property for purposes that will not interfere with the City's full enjoyment of the easement rights granted in this Agreement.

Recording Area

Return to:

City Clerk
City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711

Parcel Number: 225/0609-114-2525-2

4. Covenants Run with Land. All of the terms and conditions in this agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and the City and their respective successors and assigns. The party named as "Grantor" in this Agreement and any successor or assign to the Grantor as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.
5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
6. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Dane County, Wisconsin.
7. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

Dated this ____ day of _____, 2015.

 By _____

STATE OF WISCONSIN

COUNTY OF DANE

The forgoing instrument was acknowledged before me on this ____ day of _____, 2015, by the above-named _____ to me known to be the person who executed and acknowledged the foregoing instrument, being duly authorized to do so.

 Printed name of Notary Public, State of Wisconsin

 Signature of Notary Public, State of Wisconsin
 My Commission Expires: _____.

This documents is authorized by Resolution R-__-14 adopted on _____,2015.
 This document was drafted by Department of Public Works, City of Fitchburg.



22 Jan 2014 - 10:01a M:\Neumann Companies, Inc\128062_Nine Springs Outlot 2 Site\Surveying\Civil 3D\128062_OL 23 SanitaryEasement.dwg by: mmr

L A N D S

L O T 2 2

T H I R D A D D I T I O N T O
N I N E S P R I N G S

O L 2 4

POB
Northwesterly
Most Corner
Outlot 23

S87°52'17"E 8.00'

N2°07'43"E
8.00'

Hatching Depicts Limits of
Public Sanitary Sewer
Easement Area.

S47°07'43"W 11.31'

L A N D S

O L 2 3

L O T 2 1

vierbicher
planners | engineers | advisors



REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201 Madison, Wisconsin 53717
Phone: (608) 826-0532 Fax: (608) 826-0530

EXHIBIT A

SCALE 1"=10'

SHEET

CHECKED MMAR

DRAFTER MMAR

FILE 2014-01-22

JOB NO. 128062

Page 3 of 3

PERPETUAL EASEMENT FOR PUBLIC SIDEWALK PURPOSES

UPTOWN VILLAGE LLC, a Wisconsin limited liability company, (collectively the “Owner”) grants to the **CITY OF FITCHBURG**, a municipal corporation (the “City”) a perpetual easement for public sidewalk purposes (“Easement”).

RECITALS:

- A. Owner is the fee holder of certain real property in the City of Fitchburg, County of Dane, State of Wisconsin, and more particularly described in Recital B. below, and depicted on Exhibit A attached hereto and made a part hereof (the “Property”).
- B. The City has requested that Owner grant a perpetual sidewalk easement (the “Easement”) over the portion of the Property owned by the Owner as depicted on Exhibit A and more fully described as follows (the “Easement Area”):

Easement Area Description:

A sidewalk easement over, under and across a part of Lot 33, Third Addition to Nine Springs as recorded in Volume 60-017A of Plats, on Pages 89-91, as Document Number 5011988, Dane County Registry, located in the SW ¼ - NE ¼ of Section 11, Township 06 North, Range 09 East, City of Fitchburg, Dane County, Wisconsin, more fully described as follows:

Beginning at the northerly most corner of Lot 33 along No Oaks Ridge; thence S87°10’19”E along the North line of said Lot 33, 51.83 feet to a point of curvature; thence 3.07 feet along the northeasterly line of said Lot 33 and the arc of a curve to the right, having a radius of 20.00 feet, through a central angle of 8°48’09”, and a chord bearing N82°46’14”W, 3.07 feet; thence N88°57’42”W, 62.73 feet to the northwesterly line of said Lot 33 and a point of non-tangential curvature; thence 8.22 feet along said northwesterly line and the arc of a curve to the right, having a radius of 15.00 feet, through a central angle of 31°23’08”, and a chord bearing S77°08’07”W, 8.11 feet to the point of beginning. Said description contains 70 square feet more or less.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the owner hereby agrees as follows:

1. Grant of Easement. Owner hereby grants to the City, its successors, and assigns, the perpetual right and easement to construct, maintain and operate a sidewalk for use by the public upon, across and through the Easement Area.
2. Maintenance. The Owner shall be responsible for snow removal and contributing toward the replacement costs as provided by City Ordinance. The City shall have the right to enter the Easement Area to perform such repair, or replacement on such surface improvements. The surface of the sidewalk shall be concrete.
3. Consistent Uses Allowed. The Owner reserves the right to use the Property for purposes that will not interfere with the City’s full enjoyment of the easement rights granted hereby.

Recording Area

Return to:

City Clerk
City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711

Parcel Number:

225/0609-111-5583-2

S Y E N E R O A D



POB—Northerly most corner of Lot 33 on No Oaks Ridge

Hatching Depicts Limits of Public Sidewalk Easement Area.

T H I R D A D D I T I O N
T O N I N E S P R I N G S
L O T 3 3

N88°57'42"W 62.73'

S87°10'19"E 51.83'

EXISTING CONCRETE SIDEWALK

N O O A K S R I D G E

North line of Lot 33

Curve Table

CURVE NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	8.22'	15.00'	031°23'08"	S77°08'07"W	8.11'
C2	3.07'	20.00'	008°48'09"	N82°46'14"W	3.07'

22 Jan 2014 - 10:05a M:\Neumann Companies, Inc\128062_Nine Springs Outlot 2 Site\Surveying\Civil 3D\128062_Sidewalk Easement.dwg by: rmmr

vierbicher
planners | engineers | advisors



REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201 Madison, Wisconsin 53717
Phone: (608) 826-0532 Fax: (608) 826-0530

EXHIBIT A

SCALE	1"=10'	SHEET
CHECKED	MMAR	Page 3 of 3
DRAFTER	MMAR	
FILE	2014-01-22	
JOB NO.	128062	

Shawn Pfaff
Introduced by

Public Works
Drafted by

Board of Public Works & Planning
Committee

November 25, 2014
Date

RESOLUTION R-111-14

**A RESOLUTION ACCEPTING PUBLIC EASEMENTS ON LOTS 33 AND 34, AND
OUTLOT 23 IN THE PLAT OF THIRD ADDITION TO NINE SPRINGS
CITY OF FITCHBURG, WISCONSIN**

WHEREAS, the developer of Third Addition to Nine Springs has put together a comprehensive development for this plat; and

WHEREAS, easements are necessary in order to install and maintain public infrastructure across Lots 33 and 34, and Outlot 23 to service the plat; and

WHEREAS, the lot owners have agreed to grant the necessary public easements on Lots 33 and 34, and Outlot 23.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Fitchburg that it approves the public easements on Lots 33 and 34, and Outlot 23 in the Third Addition to Nine Springs plat.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign the necessary documents for the recording of the easement.

Adopted by the Common Council of the City of Fitchburg this ___day of _____, 2015.

Approved By: _____
Shawn Pfaff, Mayor

Attested By: _____
Patti Anderson, City Clerk

City of Fitchburg

Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred: **November 25, 2014** Ordinance Number:
Date to Report Back: **January 13, 2015** Resolution Number: R-112-14

Sponsored by: Mayor Drafted by: Public Works

**TITLE: A RESOLUTION ACCEPTING PUBLIC STORMWATER EASEMENTS
ON LOT 4 IN THE PLAT OF TECHLANDS AND ON OUTLOT 7 IN THE
PLAT OF 1ST ADDITION TO FITCHBURG TECHNOLOGY CAMPUS
CITY OF FITCHBURG, WISCONSIN**

Background:

Public stormwater easements are needed in order to install and maintain storm sewer and a drainage channel across Lot 4 in the TechLands plat and Outlot 7 in the First Addition to Fitchburg Technology plat. This storm sewer and drainage channel will service part of the Fitchburg Technology Campus and First Addition to Fitchburg Technology Campus plats.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	12/1/14	Approved
2	Planning Commission	Hovel	12/16/14	Approved
3				
4				

Amendments:

PUBLIC STORMWATER EASEMENT

This Public Stormwater Easement (the "easement") is granted this ___ day of _____ 2015, by TechLands LLC, ("Grantor") to the City of Fitchburg, a municipal Corporation (the "City").

RECITALS

- A. Grantor is the fee holder of certain real property in the City of Fitchburg, Wisconsin, as more particularly described in Recital B, below.
- B. The City desires a Public Stormwater Easement over, under, and across a part of Lot 4, TechLands, as recorded in Volume 60-028A of Plats, on Pages 144-145, as Document Number 5083285, Dane County Registry, located in the SE ¼ - NW ¼ of Section 15, Township 06 North, Range 09 East, City of Fitchburg, Dane County, Wisconsin, more fully described as follows:

Beginning at the Southwesterly most corner of said Lot 4; thence N57°31'51"E along a northerly line of said Lot 4, 168.20 feet to a westerly corner of said Lot 4; thence S33°11'35"E along a southeasterly extension of a westerly line of said Lot 4, 29.27 feet to the southerly line of said Lot 4 and a point of non-tangential curvature; thence 171.93 feet along said southerly line of Lot 4 and the arc of a curve to the left, through a central angle of 19°42'08", a radius of 500.00 feet, and a chord bearing S67°22'55"W, 171.09 feet to the point of beginning.

NOW, THEREFORE, for good and valuable consideration, Grantor is agreeable to granting a Public Stormwater Easement to the City on the following terms and conditions:

- 1. Grant of Easement. Grantor hereby grants to the City a Public Stormwater Easement over, under, and across a portion of Lot 4, as legally described and depicted on Exhibit A attached hereto, for the purpose of constructing, installing, operating, maintaining, repairing and replacing stormwater conveyance channels, structures, and storm sewer piping (hereinafter "stormwater system").
- 2. Responsibility for Costs of Public Stormwater System. The City shall be responsible for all the normal costs of operating, repairing, and replacing the stormwater system after it has been installed by Granter and accepted by the City. The Granter shall repair any and all damage to Lot 4 caused by construction and installation of the stormwater system. If, after installation of the stormwater system is complete, the City subsequently repairs the stormwater system and disturbs the surfaces of Lot 4, the City shall fill in any dirt removed and repair and/or replace any rip rap and/or turf areas disturbed by the repairs, but shall not repair or replace any hard surfaces and/or structures built upon the easement, which shall be done by the Grantor, at Grantor's sole expense.
- 3. Consistent Uses Allowed. The Grantor reserves the right to use the Property for purposes that will not interfere with the City's full enjoyment of the easement rights granted in this Agreement.
- 4. Covenants Run with Land. All of the terms and conditions in this agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be

Recording Area

Return to:

City Clerk
City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711

Parcel Number: 225/0609-152-6534-2

enforceable by the Grantor and the City and their respective successors and assigns. The party named as "Grantor" in this Agreement and any successor or assign to the Grantor as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.

5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
6. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Dane County, Wisconsin.
7. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

Dated this ____ day of _____, 2015.

TechLands LLC

By: _____

STATE OF WISCONSIN

COUNTY OF DANE

The forgoing instrument was acknowledged before me on this ____ day of _____, 2015, by the above-named _____ to me known to be the person who executed and acknowledged the foregoing instrument, being duly authorized to do so.

Signature of Notary Public, State of Wisconsin

Printed Name of Notary Public

My Commission Expires: _____.

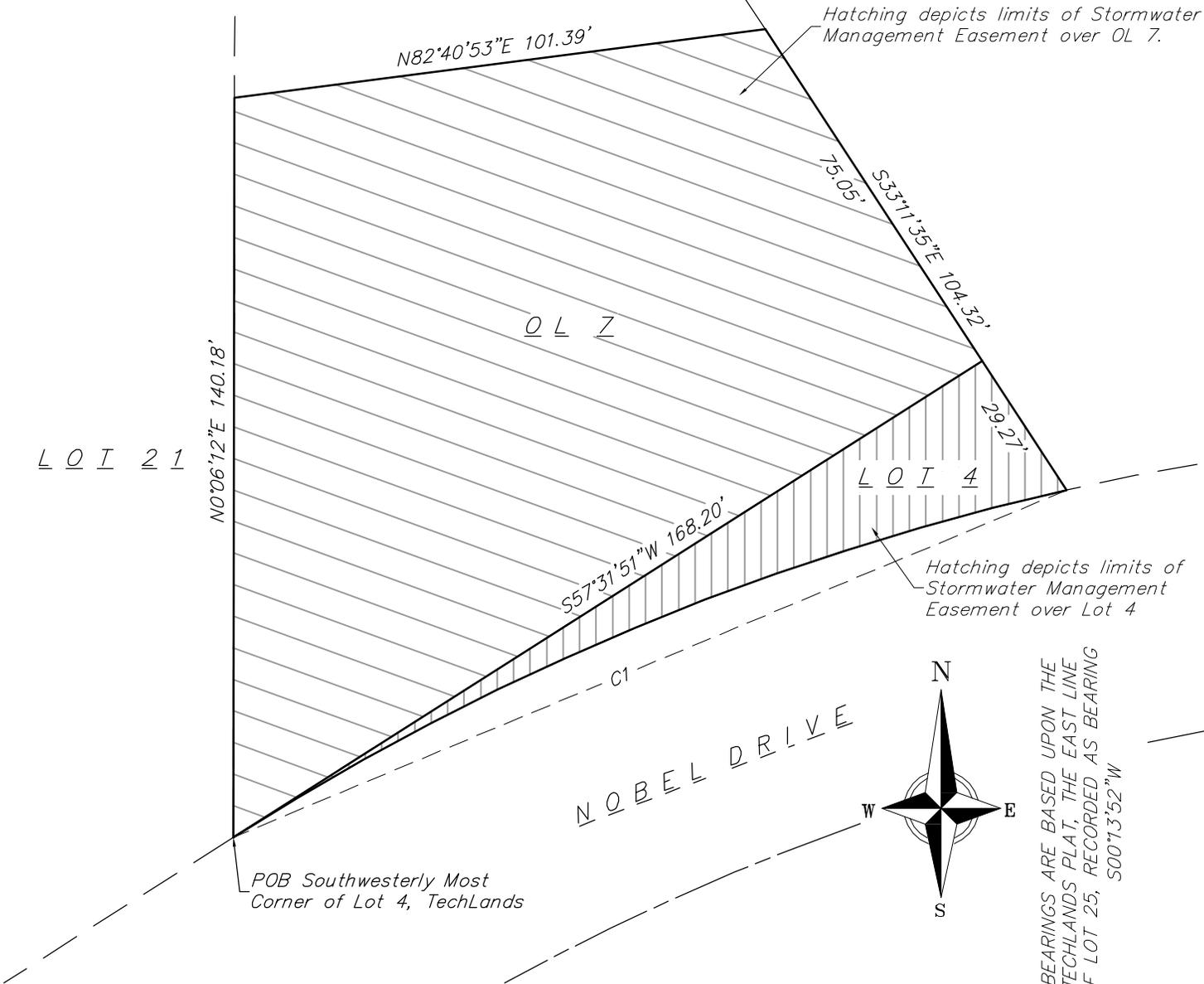
This documents is authorized by Resolution R-__-14 adopted on _____,2015.
This document was drafted by Department of Public Works, City of Fitchburg.

DRAFT

Curve Table					
CURVE NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	171.93'	500.00'	019°42'08"	S67°22'55"W	171.09'

FIRST ADDITION TO
EITCHBURG TECHNOLOGY
CAMPUS

TechLands
LOT 4



22 Sep 2014 - 3:19p M:\Ruedebusch\33107490_FTC Phase II\AutoCAD\Storm Easement Exhibit_7490.dwg by: mmr

vierbicher
planners | engineers | advisors



REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201 - Madison, Wisconsin 53717
Phone: (608) 826-0532 Fax: (608) 826-0530

EXHIBIT A

SCALE	1"=30'	SHEET	
CHECKED	MZIE	3 OF 3	
DRAFTER	MMAR		
DATE	2014-09-22		
JOB NO.	33107490		

PUBLIC STORMWATER EASEMENT

This Public Stormwater Easement (the “easement”) is granted this ___ day of _____ 2015, by New Venture Center II LLC, (“Grantor”) to the City of Fitchburg, a municipal Corporation (the “City”).

RECITALS

- A. Grantor is the fee holder of certain real property in the City of Fitchburg, Wisconsin, as more particularly described in Recital B, below.
- B. The City desires a Public Stormwater Easement over, under and across a part of Outlot 7, First Addition to Fitchburg Technology Campus, as recorded in Volume 58-025A of Plats, on Pages 135-139, as Document Number 3708613, Dane County Registry, located in the SE ¼ - NW ¼ of Section 15, Township 06 North, Range 09 East, City of Fitchburg, Dane County, Wisconsin, more fully described as follows:

Beginning at the Southwesterly most corner of Lot 4, TechLands, as recorded in Volume 60-028A of Plats, on Pages 144-145, as Document Number 5083285, Dane County Registry, said point also lying on the westerly line of said Outlot 7; thence N00°06’12”E along said westerly line of Outlot 7, 140.18 feet; thence N82°40’53”E, 101.39 feet to a westerly line of said Lot 4; thence S33°11’35”E along said westerly line of Lot 4, 75.05 feet to a westerly corner of said Lot 4; thence S57°31’51”W along a northerly line of said Lot 4, 168.20 feet to the point of beginning.

NOW, THEREFORE, for good and valuable consideration, Grantor is agreeable to granting a Public Stormwater Easement to the City on the following terms and conditions:

1. Grant of Easement. Grantor hereby grants to the City a Public Stormwater Easement over a portion of Outlot 7, as legally described and depicted on Exhibit A attached hereto, for the purpose of constructing, installing, operating, maintaining, repairing and replacing stormwater conveyance channels, structures, and storm sewer piping (hereinafter “stormwater system”).
2. Responsibility for Costs of Public Stormwater System. The City shall be responsible for all the normal costs of operating, repairing, and replacing the stormwater system after it has been installed by TechLands, LLC and accepted by the City. If, after installation of the stormwater system is complete, the City subsequently repairs the stormwater system and disturbs the surfaces of the easement limits, the City shall fill in any dirt removed and repair and/or replace any rip rap and/or turf areas disturbed by the repairs, but shall not repair or replace any hard surfaces and/or structures built upon the easement, which shall be done by the Grantor, at Grantor’s sole expense.
3. Consistent Uses Allowed. The Grantor reserves the right to use the Property for purposes that will not interfere with the City’s full enjoyment of the easement rights granted in this Agreement.

Recording Area

Return to:

City Clerk
City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711

Parcel Number: 225/0609-152-4302-2

4. Covenants Run with Land. All of the terms and conditions in this agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and the City and their respective successors and assigns. The party named as "Grantor" in this Agreement and any successor or assign to the Grantor as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.
5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
6. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Dane County, Wisconsin.
7. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

Dated this ____ day of _____, 20__.

New Venture Center II LLC

By _____

STATE OF WISCONSIN

COUNTY OF DANE

The forgoing instrument was acknowledged before me on this ____ day of _____, 2015, by the above-named _____ to me known to be the person who executed and acknowledged the foregoing instrument, being duly authorized to do so.

Signature of Notary Public, State of Wisconsin

Printed Name of Notary Public

My Commission Expires: _____.

This documents is authorized by Resolution R-__-14 adopted on _____,2015.
This document was drafted by Department of Public Works, City of Fitchburg.

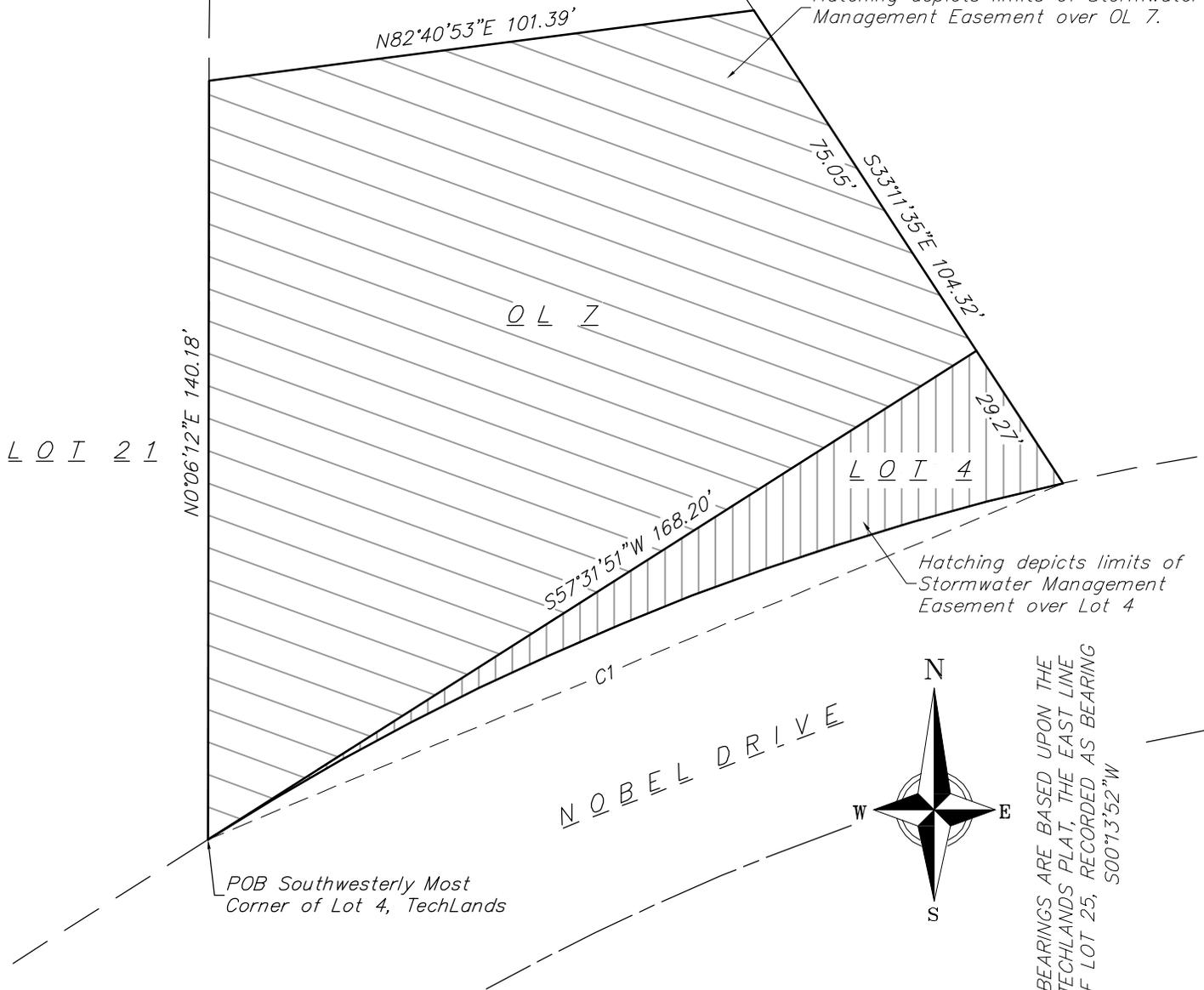
DRAFT

Curve Table					
CURVE NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	171.93'	500.00'	019°42'08"	S67°22'55"W	171.09'

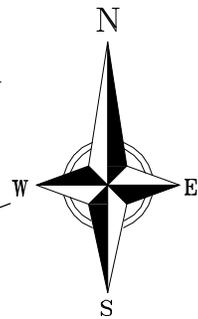
FIRST ADDITION TO
EITCHBURG TECHNOLOGY
CAMPUS

TechLands
LOT 4

Hatching depicts limits of Stormwater Management Easement over OL 7.



Hatching depicts limits of Stormwater Management Easement over Lot 4



BEARINGS ARE BASED UPON THE
TECHLANDS PLAT. THE EAST LINE
OF LOT 25, RECORDED AS BEARING
S00°13'52"W

GRAPHIC SCALE FEET



22 Sep 2014 - 3:19p M:\Ruedebusch\33107490_FTC Phase II\AutoCAD\Storm Easement Exhibit_7490.dwg by: mmarr

vierbicher
planners | engineers | advisors



REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201 - Madison, Wisconsin 53717
Phone: (608) 826-0532 Fax: (608) 826-0530

EXHIBIT A

SCALE	1"=30'
CHECKED	MZIE
DRAFTER	MMAR
DATE	2014-09-22
JOB NO.	33107490

SHEET

3 OF 3

Shawn Pfaff
Introduced by

Public Works
Drafted by

Board of Public Works & Planning
Committee

November 25, 2014
Date

RESOLUTION R-112-14

A RESOLUTION ACCEPTING PUBLIC STORMWATER EASEMENTS ON LOT 4 IN THE PLAT OF TECHLANDS AND ON OUTLOT 7 IN THE PLAT OF 1ST ADDITION TO FITCHBURG TECHNOLOGY CAMPUS CITY OF FITCHBURG, WISCONSIN

WHEREAS, the developer of Lot 4 in the TechLands plat has put together a comprehensive development for this plat; and

WHEREAS, easements are necessary in order to install and maintain storm sewer and a drainage channel across Lot 4 in TechLands and Outlot 7 in First Addition to Fitchburg Technology Campus to service the Fitchburg Technology Campus and 1st Addition to Fitchburg Technology Campus plats; and

WHEREAS, the developer of TechLands and the owner of Outlot 7 in First Addition to Fitchburg Technology Campus have agreed to grant the necessary public stormwater easements on Lot 4 and Outlot 7.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Fitchburg that it approves the public stormwater easements on Lot 4 in the TechLands plat and on Outlot 7 in the First Addition to Fitchburg Technology Campus plat.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign the necessary documents for the recording of the easements.

Adopted by the Common Council of the City of Fitchburg this ___day of December, 2014.

Approved By: _____
Shawn Pfaff, Mayor

Attested By: _____
Patti Anderson, City Clerk

City of Fitchburg

Committee of Commission Referral

Direct Referral Initiated by:

Direct Referral Approved by: Mayor

Date Referred: December 9, 2014

Ordinance Number:

Date to Report Back: January 13, 2015

Resolution Number: R-113-14

Sponsored by:

Drafted by: Jill McHone

**TITLE: APPROVAL OF 2015 CONTRACT WITH DANE COUNTY
HUMAN SERVICES**

Background: Dane County Human Services is offering \$46,347 for the following services to be provided by the Senior Center in 2015: Nutrition, Case Management and MA Case Management.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Commission on Aging	McHone	December 11, 2014	Approved
2	Finance	Roach	January 13, 2015	
3	Public Safety	Anderson	January 13, 2015	

Amendments:

DCDHS - COUNTY OF DANE
Purchase of Services Agreement

Agreement No: 82916
Begin Date: 1/1/2015
Expiration Date: 12/31/2015
Authority: Res. NA
Maximum Cost: \$46,347.⁰⁰
Number of Pages: 45
Corporation Counsel Approval: _____

THIS AGREEMENT is made and entered into by and between the County of Dane (hereafter referred to as "COUNTY") and City of Fitchburg (hereafter, "PROVIDER"), as of the respective dates representatives of both parties have affixed their respective signatures.

WHEREAS COUNTY, whose address is 1202 Northport Drive, Madison, WI 53704, desires to purchase services from PROVIDER, whose address is 5520 E Lacy Rd, Madison WI 53711 for the purpose of:

- Congregate Meals (SPC 401)
- Case Management (SPC 604)

These services are more particularly described in Section 1 of Schedule A.

AND WHEREAS Provider is able and willing to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

[End of Page]

I. **TERM.**

The term of this Agreement shall commence as of the *Begin Date* and shall end as of the *Expiration Date*, both of which are set forth on page one (1) hereof. PROVIDER shall complete its service obligations under this Agreement not later than the *Expiration Date*. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the *Maximum Cost* as stated above for all services.

II. **SERVICES.**

- A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached *Schedule A*, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of *Schedule A* or any of them, it is agreed that the terms of *Schedule A*, to the extent of any conflict, are controlling.
- B. PROVIDER shall furnish the services contained in and comply with the performance and productivity requirements contained in the *Program Summary* document, which is attached hereto and fully incorporated herein by reference. PROVIDER shall complete its obligations under this Agreement in a sound, economical and efficient manner in accordance with this Agreement and all applicable laws.
- C. COUNTY will make payments for services rendered under this Agreement as and in the manner specified herein and in *Schedule B*, which, if attached, is fully incorporated herein by reference.
- D. PROVIDER agrees to make such reports as are required by this Agreement and in the attached *Schedule C*, which is fully incorporated herein by reference.
- E. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY. PROVIDER shall ensure PROVIDER's personnel are instructed that they will not have any direct contractual relationship with COUNTY. COUNTY shall not participate in or have any authority over any aspect of PROVIDER's personnel policies and practices, and shall not be liable for actions arising from such policies and practices.
- F. COUNTY shall have the right to request replacement of personnel. PROVIDER shall comply where such personnel are deemed by COUNTY to present a risk to consumers. In other instances, PROVIDER and COUNTY shall cooperate to reach a reasonable resolution of the issue.
- G. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin.
- H. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and/or PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- I. PROVIDER understands that time is of the essence.
- J. Unless specified differently herein, a PROVIDER shall maintain a consistent volume of service delivery throughout the months of the Agreement as determined by COUNTY.

SECTION A
(Non-Discrimination)

III. **NON-DISCRIMINATION.**

- A. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or

political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s).

- B. PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

IV. AFFIRMATIVE ACTION.

- A. If PROVIDER has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, PROVIDER shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days of the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY.
- B. PROVIDER shall also, during the term of this Agreement, provide copies of all announcements of employment opportunities to COUNTY's Contract Compliance office, and shall report annually the number of persons, by race, ethnicity, gender, and disability, status, who apply for employment and, similarly classified, the number hired and the number rejected.
- C. PROVIDER agrees to furnish all information and reports required by COUNTY's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D. C. Ords., and the provisions of this Agreement.

V. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

- A. PROVIDER and all Subcontractors agree not to discriminate on the basis of disability in accordance with The Americans with Disabilities Act (ADA) of 1990, the Wisconsin Statutes secs. 111.321 and 111.34, and Chapter 19 of the Dane County Code of Ordinances. PROVIDER agrees to post in conspicuous places, available to employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph.
- B. PROVIDER shall give priority to those methods that offer programs and activities to disabled persons in the most integrated setting. Where service or program delivery is housed in an inaccessible location, and accessible alterations are not readily achievable, PROVIDER agrees to offer "programmatically accessibility" to recipients (real or potential) of said services and programs (e.g. change time/location of service).
- C. PROVIDER agrees that it will employ staff with special translation and sign language skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with hearing impaired clients. PROVIDER agrees to train staff in human relations techniques and sensitivity to persons with disabilities. PROVIDER agrees to make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms. PROVIDER agrees to provide, free of charge, all documents necessary to its clients' meaningful participation in PROVIDER's programs and services in alternative formats and languages appropriate to the needs of the client population, including, but not limited to, Braille, large print and verbally transcribed or translated taped information. The PROVIDER agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply for or participate in PROVIDER's programs and services.

VI. BILINGUAL SERVICES.

PROVIDER agrees to maintain comprehensive policies to ensure compliance with Title VI of the Civil Rights Act of 1964, as updated to address the needs of employees and clients with limited English proficiency. PROVIDER agrees that it will employ staff with bilingual or special foreign language translation skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with clients who have limited English proficiency. PROVIDER will provide, free of charge, all documents necessary to its clients' meaningful participation in PROVIDER's programs and services in alternative languages appropriate to the needs of the client population. PROVIDER agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply or participate in PROVIDER's programs and services.

VII. CIVIL RIGHTS COMPLIANCE.

- A. If PROVIDER has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to the COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of Chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health Services Division that covers the services purchased by Dane County, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. The PROVIDER further agrees to cooperate with the COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of the PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to the Dane County Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to the Dane County Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER's plan shall govern PROVIDER's activities.

VIII. EQUAL BENEFITS REQUIREMENT.

PROVIDER will comply with section 25.016 of Dane County Code of Ordinances by providing the same economic benefits to all of its employees with domestic partners as it does to employees with spouses or the cash equivalent if such a benefit cannot reasonably be provided. PROVIDER agrees to make available for inspection by COUNTY the PROVIDER's payroll records relating to employees providing services under this Agreement. If PROVIDER's payroll records contain any false, misleading, or fraudulent information, or if PROVIDER fails to comply with the provision of s. 25.016 of the Dane County Code of Ordinances, COUNTY's Contract Compliance Officer may withhold payments; terminate, cancel, or suspend this Agreement in whole or in part; or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after a first violation is found and for a period of three years after a second or subsequent violation is found. Contracts only involving the purchase of goods, or contracts with a school district, municipality or other unit of government are exempt from the requirements of this section.

IX. EQUAL OPPORTUNITY NOTICE.

In all solicitations for employment placed on PROVIDER's behalf during the term of this Agreement, PROVIDER shall include a statement to the effect that PROVIDER is an "Equal Opportunity Employer".

**SECTION B
(General Terms)**

X. ASSIGNMENT AND TRANSFER.

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement without the prior written consent of COUNTY, unless otherwise provided herein. Claims for money due to PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without COUNTY consent if and only if the instrument of assignment provides that the right of the assignee in and to any amounts due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall furnish COUNTY with notice of any such assignment or transfer.

XI. CONFIDENTIALITY.

- A. PROVIDER agrees to comply with all pertinent federal and state statutes, rules, regulations and county ordinances related to confidentiality. Further, COUNTY and PROVIDER agree that:
1. Client specific information, including, but not limited to, information which would identify any of the individuals receiving services under this Agreement, shall at all times remain confidential and shall not be disclosed to any unauthorized person, forum, or agency except as permitted or required by law.
 2. PROVIDER knows and understands it is not entitled to any client specific information unless it is released to persons who have a specific need for the information which is directly connected to the delivery of services to the client under the terms of this Agreement and only where such persons require the requested information to carry out official functions and responsibilities.
 3. Upon request from COUNTY, client specific information, including but not limited to treatment information, shall be exchanged between PROVIDER and COUNTY, consistent with applicable federal and state statutes, for the following purposes:
 - a. Research (names and specific identifying information not to be disclosed);
 - b. Fiscal and clinical audits and evaluations;
 - c. Coordination of treatment or services; and
 - d. Determination of conformance with court-ordered service plans.
- B. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability.

1. The PROVIDER agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all relevant regulations as from time to time amended, to the extent those regulations apply to the services the PROVIDER provides or purchases with funds provided under this Agreement.
2. In addition, certain functions included in this Agreement may be covered within HIPAA rules. As such, the COUNTY must comply with all provisions of the law. If COUNTY has determined that PROVIDER is a "Business Associate" within the context of the law, PROVIDER will sign and return the attached Business Associate Agreement, which will be included and made part of this Agreement.

XII. COOPERATION.

- A. PROVIDER agrees to cooperate with departments, agencies, employees and officers of COUNTY in providing the services described herein.
- B. Where PROVIDER furnishes counseling, care, case management, service coordination or other client services and COUNTY requests PROVIDER or any of PROVIDER's employees to provide evidence in a court or other evidentiary proceeding regarding the services provided to any named client or regarding the client's progress given services provided, services purchased under this Agreement include PROVIDER making itself or its employees available to provide such evidence requested by COUNTY as authorized by law.

XIII. COUNTY LOGO. PROVIDER agrees to display the Dane County Department of Human Services (DCDHS) logo in its waiting rooms and incorporate the logo in all PROVIDER publications and stationery that pertain to services funded by COUNTY. Costs associated with display of the logo are the responsibility of COUNTY.

XIV. DELIVERY OF NOTICES.

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth in this Agreement. Any party changing its address shall notify the other party in writing within five (5) business days.

XV. DISPUTE RESOLUTION.

- A. **Good Faith Efforts.** In the event of a dispute between PROVIDER and COUNTY involving the interpretation or application of the contents of this Agreement, PROVIDER and COUNTY agree to make good faith efforts to resolve grievances informally.
- B. **Formal Procedure.** In the event informal resolution is not achieved, COUNTY and PROVIDER shall follow the following procedure to resolve all disputes:

Step 1: PROVIDER's Chief Executive Officer shall present a description of the dispute and PROVIDER's position, in writing, to COUNTY's Division Manager within fifteen (15) working days of gaining knowledge of the issue. The description shall cite the provision or provisions of this Agreement that are in dispute and shall present all available factual information supporting PROVIDER's position. Failure to timely provide said document constitutes a waiver of PROVIDER's right to dispute the item.

Step 2: Both parties shall designate representatives, who shall attempt to reach a mutually satisfactory resolution within the fifteen (15) working days after mailing of the written notice.

Step 3: If resolution is not reached in Step 2, COUNTY's Division Manager shall provide in writing by mail, an initial decision. Said decision shall be binding until and unless a different decision is reached as outlined below.

Step 4: PROVIDER's Chief Executive Officer or equivalent may request a review of the initial decision by mailing a written request to COUNTY's Human Services Director within fifteen (15) working days of the receipt of the initial decision. Failure to timely provide said request constitutes a waiver of PROVIDER's right to dispute the item.

Step 5: COUNTY's Human Services Director shall respond to the request for review by mailing a final written decision to PROVIDER within fifteen (15) working days of receipt of the request.

Step 6: PROVIDER's Chief Executive Officer or equivalent may request a review by the County Executive of the final decision by mailing said request within fifteen (15) working days of the postmarked date of the final decision. Failure to timely provide said request constitutes a waiver of PROVIDER's right to dispute the item.

Step 7: The County Executive shall provide a final decision by mailing it to PROVIDER within fifteen (15) working days following the postmarked date of the request for a review. The decision of the County Executive is final and binding on the parties.

C. Client Grievance Procedure.

1. PROVIDER shall have a written client grievance procedure approved by COUNTY, posted in its service area, at all times during the term of this Agreement.
2. Where clients may be entitled to an administrative hearing concerning eligibility, PROVIDER will cooperate with COUNTY in providing notice of said eligibility to clients.

XVI. EMERGENCY PLANNING.

- A. In order for PROVIDER and the people PROVIDER serves to be prepared for an emergency such as a tornado, flood, blizzard, electrical blackout, pandemic and/or other natural or man-made disaster, PROVIDER shall develop a written plan that at a minimum addresses:
1. The steps PROVIDER has taken or will be taking to prepare for an emergency;
 2. Which of PROVIDER's services will remain operational during an emergency;
 3. The role of staff members during an emergency;
 4. PROVIDER's order of succession, evacuation and emergency communications plans, including who will have authority to execute the plans and/or to evacuate the facility;
 5. Evacuation routes, means of transportation and use of alternate care facilities and service providers, (such as pharmacies) with which PROVIDER has emergency care agreements in place;
 6. How PROVIDER will assist clients/consumers to individually prepare for an emergency; and
 7. How essential care records will be protected, maintained and accessible during an emergency.
- A copy of the written plan should be kept at each of PROVIDER's office(s).
- B. Providers who offer case management or residential care for individuals with substantial cognitive, medical, or physical needs shall assure at-risk clients/consumers are provided for during an emergency.

XVII. FAIR LABOR STANDARDS COMPLIANCE.

- A. **Reporting Adverse Findings.** During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this Agreement, COUNTY may take such action.
- B. **Appeal Process.** PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e), D.C. Ords.
- C. **Notice Requirement.** PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane

County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XVIII. INDEMNIFICATION BY PROVIDER.

- A. To the fullest extent permitted by law, PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, agents, volunteers, employees and representatives against any and all liability, claims, losses (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses (including, but not limited to, court costs, as well as fees and charges of attorney(s)) which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, claims, damages, losses, charges, costs, or expenses caused by or arising from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, agents, volunteers, employees or representatives. The obligations of PROVIDER under the paragraph shall apply to liability, claims, losses, damages, costs or expenses arising from any aspect of PROVIDER's personnel policies or practices, because, except as otherwise provided herein, it is understood that COUNTY assumes no control over PROVIDER's business operations, methods or procedures.
- B. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph.
- C. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- D. The requirements of this section are waived where PROVIDER is the State of Wisconsin.

XIX. INSURANCE.

- A. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of *paragraph XV*, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement.
 - 1. **Commercial General Liability.**
PROVIDER agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERS and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.
 - 2. **Commercial/Business Automobile Liability.**
PROVIDER agrees to maintain Commercial/Business Automobile Liability at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
 - 3. **Professional Liability.**
PROVIDER agrees to maintain Professional Liability at a limit of not less than \$1,000,000 per claim with a \$1,000,000 aggregate for all PROVIDER's professional employees. The coverage shall include Unintentional

Errors/Omissions Endorsement. There shall be an extended reporting period provision of not less than two years.

4. Workers' Compensation.
PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

5. Umbrella or Excess Liability.
PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

B. PROVIDER Prohibited from Waiving COUNTY's Right to Subrogation: When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance.

C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

D. COUNTY, acting at its sole option and through its Risk Manager, may waive any and all insurance requirements. Waiver is not effective unless in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

E. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

F. The requirements of this section are waived where PROVIDER is the State of Wisconsin.

XX. LICENSE, CERTIFICATION AND STANDARD COMPLIANCE.

A. **Service Standards.** PROVIDER shall meet State and Federal service standards as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement, including all regulations applicable to the expenditure and reporting of funds for services purchased by this Agreement.

- B. **Licenses and Certifications.** Where required by law, PROVIDER must, at all times, be licensed or certified by either the State or County as a qualified provider of the services purchased hereby. PROVIDER shall fully cooperate with licensing and certification authorities. PROVIDER shall submit copies of the required licenses or certifications upon request by COUNTY. PROVIDER shall promptly notify COUNTY in writing of any citation PROVIDER receives from any licensing or certification authority, including all responses and correction plans.
- C. **County Standards.** Where COUNTY wants to apply a specific set of standards to PROVIDER not contrary to state and federal regulations, the same are specified or are specifically referred to in this Agreement.
- D. **Background Checks.** PROVIDER agrees to do background checks for all employees having regular contact with children, the elderly or vulnerable adults, including caregiver background checks where required by law.
- E. **Notification.** PROVIDER shall notify the COUNTY promptly, in writing, if it is unable to comply with any of the above requirements.

XXI. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services under this Agreement or a subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors conform to the provisions of this section.
- F. The following are exemptions from the requirements of this section:
 - 1. When the *Maximum Cost* of the Agreement is less than \$5,000;
 - 2. When the provider is a school district, a municipality, or other unit of government;
 - 3. When the County is purchasing residential services at an established per bed rate;
 - 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
 - 5. When an individual receives compensation for providing services to a family member;
 - 6. When employees are student interns;
 - 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances;
 - 8. Where this Agreement is funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.
- G. COUNTY at its sole discretion may fund all, part or none of PROVIDER's obligation to pay its employees living wages under section 25.015 of the Dane County Code of Ordinances. If PROVIDER fails to provide COUNTY living wage survey information by the due date set

by COUNTY, it shall forfeit any funds COUNTY may have otherwise provided for this purpose.

XXII. NO WAIVER OF RIGHT OF RECOVERY.

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER. The making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

XXIII. PATENTS AND INVENTIONS. PROVIDER may elect to retain the entire right, title and interest to any invention conceived or first actually reduced to practice in the performance of this Agreement as provided by 37 CFR 401. In the event any invention results from work performed jointly by PROVIDER and COUNTY, the invention(s) shall be jointly owned.

XXIV. PENALTIES.

- A. PROVIDER shall provide immediate notice in the event it will be unable to meet any deadline, including deadlines for filing reports, set by COUNTY. Concurrent with notification, PROVIDER shall submit either a request for an alternative deadline or other course of action or both. COUNTY may grant or deny the request. COUNTY has the prerogative to withhold payment to PROVIDER upon denial of request or until any condition set by COUNTY is met. In the case of contracts that have been renewed or continued from a previous contractual period, COUNTY may withhold payment in the current period for failures that occurred in a previous period.
- B. If COUNTY is liable for damages sustained as a result of breach of this Agreement by PROVIDER, COUNTY may withhold payments to PROVIDER as set off against said damages.
- C. If, through any act of or failure of action by PROVIDER, COUNTY is required to refund money to a funding source or granting agency, PROVIDER shall pay to COUNTY within ten (10) working days, any such amount along with any interest and penalties.

XXV. RECORDS.

- A. **Open Records Requests.** PROVIDER agrees to assist COUNTY in promptly fulfilling or answering any open records request, in the manner determined by COUNTY, of a record not protected by a law requiring confidentiality that PROVIDER keeps or maintains on behalf of COUNTY.
- B. **Records Retention.** PROVIDER shall retain any record required to be kept on behalf of COUNTY for a period of not less than seven (7) years unless a shorter period of retention is authorized by applicable law or for a longer period of time if required by law.
- C. **Records Ownership.**
 - 1. It is understood that in the event this Agreement terminates for any reason, COUNTY, at its option may take ownership of all records created for the purpose of providing and facilitating provision of services under the Agreement.
 - 2. If, as the result of the expiration or termination of this Agreement, PROVIDER discontinues services provided under this Agreement to any client who continues to require such service, COUNTY shall have the right to take immediate physical custody of any of the client's records that are necessary to facilitate the transition of services to another provider of such service, including, but not limited to, all documents, electronic data, products and services prepared or produced by PROVIDER under this Agreement.

XXVI RENEGOTIATION.

- A. This Agreement or any part thereof, may be renegotiated at the option of COUNTY in the case of: 1) increased or decreased volume of services; 2) changes required by Federal or

State law or regulations or court action; 3) cancellation, increase or decrease in funding; 4) changes in service needs identified by COUNTY; 5) PROVIDER's failure to provide monthly services purchased; or 6) upon any mutual agreement. PROVIDER agrees to renegotiate in good faith if COUNTY exercises this option.

- B. Any agreement reached pursuant to renegotiation shall be acknowledged through a written Agreement addendum signed by COUNTY and PROVIDER.
- C. Changes to the number of units purchased under this Agreement pursuant to renegotiation shall be reflected by amendment to the *Program Summary*.
- D. If PROVIDER refuses to renegotiate in good faith as required by this section, COUNTY may either terminate the Agreement or unilaterally adjust payments downward to reflect COUNTY's best estimate of the volume of services actually delivered by PROVIDER under this Agreement.

XXVII. TERMINATION, SUSPENSION AND/OR MODIFICATION.

This Agreement may be terminated and/or its terms may be modified or altered as follows:

- A. Either party may terminate the Agreement, for any reason, at any time upon ninety (90) days written notice.
- B. Failure of PROVIDER to fill any of its obligations under the Agreement in a timely manner or violation by PROVIDER of any covenants or stipulations contained in this Agreement shall constitute grounds for COUNTY to terminate this Agreement upon ten (10) days written notice of the effective date of termination.
- C. The following shall constitute grounds for immediate termination:
 - 1. Violation by PROVIDER of any state, federal or local law, or failure by PROVIDER to comply with any applicable state and federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. Failure by PROVIDER to carry applicable licenses or certifications as required by law.
 - 3. Failure of PROVIDER to comply with reporting requirements contained herein.
 - 4. Inability of PROVIDER to perform the work provided for herein.
 - 5. Exposure of a client to immediate danger when interacting with PROVIDER.
- D. In the event of cancellation or reduction of state, federal or county funding upon which COUNTY relies to fulfill its obligations under this Agreement, PROVIDER agrees and understands that COUNTY may take any of the following actions:
 - 1. COUNTY may terminate this Agreement, upon thirty (30) days written notice.
 - 2. COUNTY may suspend this Agreement without notice for purposes of evaluating the impact of changed funding.
 - 3. COUNTY may reduce funding to PROVIDER upon thirty (30) days written notice. If COUNTY opts to reduce funding under this provision, COUNTY may, after consultation between PROVIDER and COUNTY's contract manager or designee, specify the manner in which PROVIDER accomplishes said reduction, including, but not limited to, directing PROVIDER to reduce expenditures on designated goods, services and/or costs.
- E. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder or failure of PROVIDER to timely commence the contracted for services, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- F. Termination or reduction actions taken by COUNTY under this Agreement are not subject to the review process set forth in Section XV B of this document.

SECTION C
(Financial Terms)

XXVIII. FINANCIAL PROVISIONS.

A. **Accounting.** The *Wisconsin Allowable Cost Policy Manual* shall determine eligible reimbursable expenses. PROVIDER shall adhere to the *State of Wisconsin's Allowable Cost Policy Manual*, including revisions and updates and return to COUNTY any funding paid in excess of allowable costs.

B. **Method of Payment.** PROVIDER shall be paid for its services as indicated below.

1. **Monthly Expense Reimbursement:** Expenses incurred by PROVIDER shall be reimbursed by COUNTY on a monthly basis. Requests for payment shall be made on COUNTY's Payment Voucher (Form 014-64-05) and submitted to COUNTY within twenty-five (25) days after the month of service. This provision will be applicable to the following programs:

2. **Unit of Service Reimbursement:** Units of service provided shall be paid by COUNTY on a monthly basis. Requests for payment shall be made on COUNTY's Payment Voucher (Form 014-64-05) or a monthly billing statement and submitted to COUNTY within twenty-five (25) days after the month of service. This provision will be applicable to the following programs:

3. **Monthly Advance Payment with Year End Reconciliation:** PROVIDER shall be advanced equal monthly payments consisting of the annual Agreement amount divided by the number of months covered under this Agreement. The last monthly payment to PROVIDER may be adjusted to actual expenses anticipated for the Agreement term. Request for payment shall be made on COUNTY's Payment Voucher (Form 014-64-05) and submitted to COUNTY by the first of the month previous to the month the payment is to be issued. This provision will be applicable to the following programs:

4. **Other Method of Payment:** This method is described in Schedule B for the following programs:

C. **Alternate Method of Payment.** Notwithstanding the agreed upon method of payment stated above, COUNTY may at its option refuse to advance all or part of any unearned payment otherwise due to PROVIDER if COUNTY reasonably suspects any of the following:

1. PROVIDER has mismanaged any funds provided by COUNTY.
2. Funds in PROVIDER's possession are at risk of being seized by PROVIDER's creditors or other adverse interest.
3. PROVIDER appears incapable of maintaining itself as a going business concern.
4. PROVIDER fails to meet reporting requirements.

- D. **Administrative Cost Ceiling.** PROVIDER agrees to keep administrative costs for each program at or below the percentage approved by COUNTY. The approved administrative cost is that percentage most recently approved by COUNTY, whether governed by this year's Agreement or by a previous year's Agreement. No variance in excess of the approved administrative percentage will be allowed unless approved by COUNTY in advance and in writing. In no event will COUNTY approve an administrative cost percentage in excess of 15% of the cost of each program.
- E. **Exemptions from Administrative Cost Ceiling.** At the discretion of COUNTY, programs will be exempt from the prescribed ceiling if any of the following applies:
1. The program is 100% administrative, or
 2. The program is paid monthly under the unit of service reimbursement method of payment, or
 3. The program is 100% funded from medical assistance or another federal source; in such case the administrative expense shall be limited to the requirements of the funding source.
- F. **Bond.** At all times during the term of this Agreement PROVIDER shall maintain an employee dishonesty bond in an amount sufficient to hold PROVIDER harmless in the event of employee fraud or defalcation. Said bond shall insure PROVIDER against the loss of funds provided through this Agreement and the loss of client funds to which the PROVIDER or its employees has access through the services provided through this Agreement. PROVIDER shall furnish evidence of having met this requirement upon request by COUNTY.
- G. **Budgets and Personnel Schedules.**
1. Programs paid under the unit of service reimbursement method of payment shall be exempt from the requirements of this section.
 2. For each program funded by COUNTY, PROVIDER shall prepare a program budget and supporting personnel schedule and submit it to COUNTY for approval within fifty-six (56) days after the effective date of this Agreement. PROVIDER agrees to submit its program budgets and personnel schedules on forms provided by COUNTY and according to guidelines provided by COUNTY. Program budgets and personnel schedules shall be considered approved when signed by both PROVIDER and COUNTY. Upon approval by COUNTY, both the program budget and personnel schedule shall be made a part of this Agreement.
 3. Variances in any program account category (categories are: Personnel, Operating, Space, Special Costs, and Other Expense) in excess of \$5,000.00 or 10%, whichever is less, shall not be allowed unless PROVIDER obtains written approval of COUNTY at COUNTY's discretion for good cause shown. Overall program under-spending is not considered a variance.
 4. Funds allocated to each program must be used as allocated in accordance with the approved program budget and may not be transferred between programs without the written agreement of COUNTY at COUNTY's discretion for good cause shown.
 5. If there is a change in program funding under this Agreement, PROVIDER shall submit a revised budget and personnel schedule, unless waived in writing by COUNTY.
 6. In performing services required under this Agreement, PROVIDER shall not exceed either the approved program budget or the staffing level indicated in the approved personnel schedule.
- H. **Client Accounts.**
1. Under no circumstances is PROVIDER permitted to commingle funds belonging to clients with PROVIDER's funds. Client funds shall be kept in separate accounts ("Client Accounts") such that all monies can be accounted for at all times.
 2. Client Accounts established pursuant to this section shall be subject to audit at any time during normal business hours and without prior notice.

3. If COUNTY discovers a deficiency in any Client Account or if a formal complaint is filed pertaining to such an account, COUNTY or its representative may withhold from PROVIDER funds equivalent to the sum in dispute until settlement is reached.

I. **Collection of Client Fees.**

1. COUNTY shall determine which programs operated by PROVIDER are required under Wis. Stats. 46.03(18) to participate in the Wisconsin Administrative Code (DHS 1) Uniform Fee System of charging clients for services provided and inform PROVIDER. PROVIDER shall assume responsibility for the billing and collection of fees, unless specified otherwise in this Agreement.
2. PROVIDER shall not delegate collection of fees to private collection firms without written permission from COUNTY.

J. **Deadline for Requesting Cost Variances and Transfers of Funds Between Programs.** Requests for approval of cost variances and transfers of funds between programs must be made in writing to COUNTY no later than January 25 of the year following the Agreement year. COUNTY will not consider written requests for further revisions unless they are the result of auditing adjustments detailed in a letter from PROVIDER's auditor and submitted prior to or with the annual audit report.

K. **Deposits in FDIC-Insured Account.** Any payments of monies to PROVIDER by COUNTY for services provided under this Agreement shall be deposited in a financial institution with Federal Deposit Insurance Corporation (FDIC) insurance coverage. For any balance exceeding FDIC coverage PROVIDER must obtain additional insurance.

L. **Donations.** PROVIDER shall account for donations in accordance with the State of Wisconsin's Allowable Cost Policy Manual (Section III, item 12) and other applicable law.

M. **Expense Reports.** PROVIDER shall submit expense reports on the form provided by COUNTY. The report shall be submitted on a quarterly basis and is due no later than the 25th of the month following the end of the quarter. COUNTY may require reports more frequently upon thirty (30) day notice. Programs paid under the unit of service reimbursement method of payment shall be exempt from submitting the expense reports described in this paragraph.

N. **Financial and Compliance Audit by PROVIDER.**

1. PROVIDER, if it receives departmental funding over \$25,000, shall submit a copy of its agency-wide annual audit to COUNTY within one hundred eighty (180) days of the end of its fiscal year. The audit shall be performed on behalf of PROVIDER by an independent certified public accountant and shall be conducted in accordance with the applicable state and federal regulations and guidelines, including, but not limited to: *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapters 1 and 2;* the *State of Wisconsin's Department of Health Services Audit Guide;* and the *State of Wisconsin's Allowable Cost Policy Manual.* If PROVIDER receives department funding less than \$100,000, it may request a waiver of this requirement. When required, the audit shall include the following items:
 - a. The auditor's opinion on the financial statements.
 - b. A supplementary schedule identifying expenses and revenues by funding source and by program. This schedule shall be presented in worksheet format with programs and funding sources as columns, revenues and expenses as line items, with expenditures reflected by category as defined by COUNTY (i.e., Personnel, Operating, Space, Special Costs, and Other Expenses) as allocated between "administrative" and "program" categories, and an excess or deficit computed at the foot of each column.
 - c. For each program funded by COUNTY, a supplementary schedule in the form of a final expense report as prescribed by COUNTY.
 - d. The auditor's opinion on the supplementary schedules.

- e. The auditor's Report on Compliance and Internal Control over Financial Reporting based on an audit of financial statements performed according to Government Auditing Standards.
 - f. The auditor's Report on Compliance with requirements applicable to each major program and Internal Control over Compliance in Accordance with *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Chapters 1 and 2 and the State Single Audit Guidelines.
 - g. A Schedule of Questioned Costs, if any.
 - h. The auditor's Letter to Management, as applicable.
 - i. The auditor's Summary of Audit Results.
2. COUNTY shall identify in writing to PROVIDER those findings or recommendations in the audit which shall require a written response and plan of corrective action by PROVIDER.
 3. Where the Agreement period and PROVIDER's fiscal year do not coincide, the audit shall include a bridging schedule by program identifying expenses to the Agreement period. "By program" means that the bridging schedule must show each program individually.
 4. COUNTY shall accept its allocated share of the audit cost as indicated in the approved budget. COUNTY shall comment on the audit in writing to PROVIDER within one hundred eighty (180) days of when the audit is due or received whichever is later.
 5. PROVIDER understands and acknowledges that all auditing requirements survive the *Expiration Date* of this Agreement. If this contract terminates or is assigned with COUNTY's permission to another entity before the expiration date, these audit provisions shall be due within 120 days of the termination or assignment.

O. Final Settlement Where County Pays PROVIDER's Costs.

If this Agreement employs Method of Payment under sub term B., paragraphs 1., 3. or 4. above, COUNTY shall pay the lesser of net audited expenses or the annual Agreement amount on a per program basis. Net audited expenses shall be determined as follows:

1. As required by the terms of this Agreement, PROVIDER shall submit an audit, which shall include a supplementary schedule identifying expenses and revenues by funding source and by program. Where there are other revenues in COUNTY program columns of the audit, except for interest and dividends, the revenues shall be deducted from the expenses in those columns to give the net expense to COUNTY.
2. In the event the audit requirement is waived by COUNTY, PROVIDER shall provide COUNTY an unaudited supplementary schedule by program showing net county-funded expenditures by category (i.e., Personnel, Operating, Space, Special Costs, and Other Expense) compared to the most recently approved program budget for this Agreement, which shall be submitted to COUNTY no later than January 25 of the year following the Agreement year. Said schedule shall include an actual vs. budget analysis of expenditures as allocated between "administrative" and "program". The percentage actual expenses vary from the budget shall be calculated and displayed for each account category. This schedule shall be submitted on the form provided by COUNTY and COUNTY shall pay the lesser of unaudited expenses or the annual Agreement amount on a per program basis.
3. On a per program basis, any account category or administrative cost variance not approved by COUNTY will be considered an overpayment and PROVIDER shall reimburse any such amount to COUNTY within ten (10) working days of notification. Overall program under spending is not considered a variance issue.
4. If PROVIDER is a nonprofit organization, it may not keep excess revenue over the approved program budget described in Section C, term XXVIII, sub term G.2.
5. If PROVIDER is a profit organization, Final Settlement on a per program basis, excluding Systems Management programs, shall be the lesser of audited expenses plus four percent (4%) of audited expenses less related revenue or the *Maximum Cost* as stated on page one of this Agreement.

6. PROVIDER must claim any alleged underpayment by COUNTY by the time of final settlement or such claims are waived.

P. **Notice of Financial Instability.** PROVIDER shall give COUNTY immediate notice of any of the following events:

1. That PROVIDER is unable to meet its financial obligations to its employees, to the state or federal governments, or to any creditor.
2. That PROVIDER has written a check drawn on insufficient funds.
3. That PROVIDER has received notice that it has been sued or that a lawsuit against PROVIDER is pending.
4. That PROVIDER has filed a bankruptcy action.
5. That PROVIDER has sustained or will sustain a loss for which it has insufficient financial resources.
6. Any other event that impedes PROVIDER's ability to perform under this Agreement.

Q. **Overpayment.** Any overpayment due COUNTY shall be paid within ten (10) working days of notification. PROVIDER understands that time is of the essence with respect to repayments and agrees that if PROVIDER fails to timely submit repayment, COUNTY may withhold payment due from either a previous year Agreement or the current year Agreement.

R. **Purchased Equipment.**

1. The *State of Wisconsin's Allowable Cost Policy Manual* requires that any asset with an acquisition cost in excess of \$5,000 be capitalized. PROVIDER shall make requests for any exceptions to this policy in writing to the appropriate Division Manager for COUNTY. These requests shall be made prior to the purchase of any such asset.
2. If COUNTY approves an exception under sub. (1), above, and any assets are expensed to COUNTY, said assets shall become the property of COUNTY upon termination or non-renewal of this or any extension or future Agreement.
3. Any item capitalized on PROVIDER's books and depreciated to COUNTY shall remain the property of PROVIDER.
4. PROVIDER agrees to maintain records that clearly identify all items expensed or depreciated to COUNTY and shall provide those records to COUNTY upon request. Where the records are unclear, it shall be assumed that COUNTY is the owner of the property upon termination or non-renewal of the Agreement.

S. **Purchase of Computer Equipment.**

1. Any of PROVIDER's hardware intended to link with the COUNTY network, shall meet Dane County Department of Administration, Management Information Services standards in effect at the time the linkage is desired.
2. PROVIDER shall be responsible for the costs associated with connectivity hardware and software, including, but not limited to, installation of data lines and associated monthly costs, port patch panels (hubs), patch cables, network interface cards and network software.
3. PROVIDER shall be responsible for all maintenance of its computer equipment. Dane County Department of Administration, Management Information Services shall be responsible for maintenance of the network.
4. PROVIDER shall be responsible for completing and submitting current and accurate COUNTY Security Access forms to the COUNTY Security Officer for all staff who will be logging on to a Dane County network. It is PROVIDER's responsibility to ensure accuracy of said Security Access forms. COUNTY has the discretion to refuse access to the network for any reason.

SECTION D
(Reporting and Evaluation Requirements)

XXIX. REPORTS AND EVALUATION.

- A. **Audits and Contract Reviews.** PROVIDER agrees to submit to such random audits by COUNTY as COUNTY may request. Unless a violation of State, Federal or local law is alleged, COUNTY will give no less than ten (10) working days notice before a review or monitoring procedure. COUNTY's review and monitoring responsibilities under the terms of this Agreement may include, but are not limited to: Agreement compliance, certification status, financial expenditures, reporting requirements, units of service provided, Affirmative Action Plan, Civil Rights Compliance Plan, American Disability Act Compliance, on-site visits by COUNTY staff and/or county board members, or both, interviews with program consumers, families and guardians, interviews with direct service and management personnel. The State and/or Federal government may also conduct program reviews in connection with their financial oversight functions. PROVIDER agrees to cooperate with COUNTY, State and Federal governments in these reviews.
- B. **Client Reporting.** PROVIDER shall submit monthly client registration and/or client service participation reports in a format provided by COUNTY. Reports for January through November are due on the tenth of the following month. The December report is due no later than January 5.
- C. **Copies to be Supplied.** Copies of any evaluative information obtained by PROVIDER during the year, such as, outside evaluation or accreditation will be submitted to COUNTY at the time received.
- D. **Data Gathering.** PROVIDER will cooperate with COUNTY and other providers to define common data elements to be reported to COUNTY to assist in developing baseline data about program delivery, efficiency, and effectiveness.
- E. **Evaluation Compliance.** PROVIDER will comply with all COUNTY requirements regarding program evaluation COUNTY deems required under Wis. Stats. 46.23(6m)(g).
- F. **Quarterly Report.** PROVIDER will report, in a format as required by COUNTY, to COUNTY's designee on a quarterly basis, beginning on May 1. The final report shall be provided on April 1 of the following year. Reports shall include:
1. Information on client waiting lists.
 2. Quantity of services by Agreement/client category.
 3. Progress or problems in achieving Agreement goals and performance outcomes.
 4. Progress or problems associated with overall PROVIDER operations.
 5. Other information as may reasonably be required by COUNTY.
 6. The fourth quarter report will also include a description of:
 - a. Agency and program objectives for that year;
 - b. Achievement of or progress toward those objectives;
 - c. Problems encountered in meeting the objectives.
 7. Reports on services provided in specific geographical areas as identified to PROVIDER by COUNTY.
- G. **Timeliness.** PROVIDER understands that time is of the essence with respect to all reports and agrees to make all reports in a timely manner as provided below, and agrees that if PROVIDER fails to timely submit any report due under the terms of this Agreement, COUNTY may withhold payment until such report is provided, including payment due from either a previous year or the current year.
- H. **Provider.** Understands and acknowledges that all reporting requirements survive the *Expiration Date* of this Agreement.

SECTION E
(Contract Construction and Legal Process)

XXX. CONTRACT CONSTRUCTION AND LEGAL PROCESS.

- A. **Choice of Law.** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
- B. **Construction.** This Agreement shall not be construed against the drafter.
- C. **Counterparts.** The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
- D. **Entire Agreement.** The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. **Execution.** This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.
- F. **Limitation of Agreement.** This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees or subcontractors of either of the parties. Except, where PROVIDER intends to meet its obligations under this or any part of this Agreement through a subcontract with another entity, PROVIDER shall first obtain the written permission of COUNTY; and further, PROVIDER shall ensure that it requires of its subcontractor the same obligations incurred by PROVIDER under this Agreement.
- G. **Severability.** The invalidity or un-enforceability of any particular provision of this Agreement shall not affect the other provisions herein, and this Agreement shall be construed, in all respects, as though all such invalid or unenforceable provisions were omitted.
- H. **Venue.** Venue for any legal proceedings shall be in the Dane County Circuit Court.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Date Signed: _____

Print Name and Title: _____

Date Signed: _____

Print Name and Title: _____

Registered Agent's Name: _____

Agent's Address: _____

FOR COUNTY:

Date Signed: _____

LYNN M. GREEN, Director of Human Services
(when applicable)

Date Signed: _____

JOE PARISI, County Executive
(when applicable)

Date Signed: _____

SCOTT MCDONELL, County Clerk
(when applicable)

rev. 03/03; 6/18/03; 7/29/03; 8/19/03; 8/21/03; 10/15/03; 9/22/04; 10/05/05; 10/31/06, 9/27/07; 10/03/08;
6/29/09; 9/22/09; 9/7/10; 8/2/11; 9/16/11; 7/11/12; 8/27/13; 6/11/14

Program Summary Form

Created: 10/2/2014	Contract #: 82916	Provider: City of Fitchburg
Revised:	Division: Adult Community Services	Funding Period: January 1, 2015 through December 31, 2015

Contract Maximum Service Costs: Subject to the provisions specified elsewhere in this contract, the following summarizes and sets forth the rates and maximum payments available for services under this contract.

Program Number	Program Group	Org. #	Obj. #	Program Name	SPC	# of Clients	# of Slots	Unit Cost	Unit Quantity	County Cost	Other Revenue*	Total Cost	Reporting
a. 1225	1225	ACBCLFSC	CLSMAA	Nutrition	401	357		16.50	1000	\$ 16,500		\$ 16,500	Nut.Report
b.										\$ -	\$ -	\$ -	SAMS
c.										\$ -	\$ -	\$ -	
d.										\$ -	\$ -	\$ -	
e.										\$ -	\$ -	\$ -	
f.										\$ -	\$ -	\$ -	
g.										\$ -	\$ -	\$ -	
h.										\$ -	\$ -	\$ -	
i.										\$ -	\$ -	\$ -	
j.										\$ -	\$ -	\$ -	
Total										\$ 16,500	\$ -	\$ 16,500	

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*Other Revenue-Include here the source and related amount for each program:

The section below is to be used to further define the information above.

a.	A "unit" is equivalent to one hour of staff work on activities related to meal site management, home delivered meals, and related activities.	
b.		
c.		
d.		
e.		
f.		
g.		
h.		
i.		
j.		

Standard Program Category (SPC) Code Description:

a. 401=Congregate Meals
b.

c.
d.

e.
f.

g.
h.

j.
k.

Contract Manager(s)/Programs:

Velasquez

Accountant(s)/Programs:

Sue Perry

City of Fitchburg Senior Center
2015 SCHEDULE A PROGRAM REQUIREMENTS
Nutrition Services
Program 1225

- A. **Description of Services to be Purchased:** This program is intended to provide Older American Act (OAA) Senior Nutrition Program (SNP) Site Management of congregate and home-delivered meal (HDM) services in accordance with: (1) Chapter 8. Nutrition Program Operations of the Manual of Policies, Procedures and Technical Assistance for the Wisconsin Aging Group (Wisconsin Bureau of Aging and Disability Resources); (2) Wisconsin Food Code; and (3) Area Agency on Aging of Dane County's Senior Nutrition Program Policies and Procedures.

Senior Nutrition Program Site Management includes coordination and oversight of the following: (1) program outreach targeting low-income, minority, and rural seniors; (2) supervision of a safe and sanitary facility; (3) service of meals in a congregate setting and the delivery of meals to homebound seniors by trained volunteers; (4) collection and data entry of required participant registration and service delivery data; (5) utilization of a meal reservation system to accurately and timely order meals through the County contracted Caterer; and (6) the provision of nutrition education and isolation reducing activities for senior adults.

1. **Service Location:** Congregate meals are offered at one location within the PROVIDER's service area as approved by the COUNTY: Fitchburg Senior Center, 5510 E. Lacy Road, Fitchburg, WI 53711. Home-delivered meals are portioned and packaged at this same location and delivered by volunteers in the PROVIDER's service area.
2. **Persons to be Served:**
 - a. **Target Population:** As required by the OAA, the PROVIDER shall target adults (age 60+) who have the greatest economic or social need with particular attention to low-income minority and rural individuals. PROVIDER will attempt to serve these target populations in the same proportion as their incidence in the population of the service area served by the PROVIDER.
 - b. **Eligibility Requirements:**
 - 1) For Congregate Meals
 - Any individual age 60 and older

- The spouse of an age 60 and over congregate participant—the spouse can be of any age
- A person with a disability, under age 60 who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided
- A disabled individual who resides at home with and accompanies an older individual to the site
- Any nutrition services staff over the age of 60
- Volunteers under or over age 60

2) For Home-Delivered Meals (HDM)

- Any individual age 60 and over who is frail and essentially homebound by reason of illness, disability, or isolation
- A spouse of a person eligible for a HDM as described above, regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual
- An individual with a disability who resides at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual
- Non-elderly individuals with disabilities who reside at home with older individuals are eligible to receive home delivered meals on a contribution basis

3. **Funding Source:** PROVIDER shall comply with all federal, state, and COUNTY requirements related to the funding source(s) for this program.

4. **Units of Service:** A unit of service is defined as one hour of paid staff time working on the provision of meals at congregate meals sites and/or for home-delivered meals.

B. Program Specifications

1. **Service Specifications:**

- a. The meals for this program will be provided by a caterer as decided by the COUNTY unless otherwise specified in this contract.
- b. PROVIDER shall coordinate and oversee daily nutrition program operation at the congregate site as well as the packaging and delivery of home-delivered meals subject to COUNTY contracts with caterers in accordance with Chapter 8: Nutrition Program Operations and the Wisconsin Food Code.

- c. PROVIDER is responsible for ordering congregate and home-delivered meals from the caterer contracted by the COUNTY the weekday before the meal is to be provided. Individual consumers can reserve their meal by calling a local number operated by PROVIDER that is publicized in the community.
- d. PROVIDER shall work cooperatively with the caterer under contract for the site on the following activities:
 - 1) Reserving the meal in advance of serving, as agreed upon by the caterer;
 - 2) Contacting caterer by telephone prior to 7:30 am on any day the meal needs to be cancelled due to weather or other emergencies;
 - 3) Monitoring and recording temperatures as taken by the catering staff upon food delivery to ensure food safety at time of delivery;;
 - 4) Determining the level of consumer satisfaction with quality of food, special diet requests, special menus for special occasions, and other issues as they arise which are related to the meal; and
 - 5) Administering COUNTY approved customer satisfaction surveys as requested.
- e. Immediate problems requiring resolution, such as food shortages or preparation issues, shall be discussed by the PROVIDER directly with the caterer. PROVIDER shall report immediately, in writing via email to the COUNTY contracted Nutritionist, all instances of food shortages, improper temperatures, food waste, or complaints regarding the quality of the food received from the COUNTY contracted caterer so that these issues can be proactively addressed by the COUNTY with the caterer. If these issues are not resolved, the PROVIDER should bring the matter to the attention of the COUNTY nutrition program contract manager.
- f. PROVIDER shall ensure the site's kitchen, dining area, utensils, dishware, HDM carriers, and food storage facilities are maintained in a sanitized condition at all times.
- g. PROVIDER shall ensure food handling and storage is conducted in accordance with food safety regulations of the Wisconsin Food Code, Chapter 8 Nutrition Program Operations and additional Dane County Senior Nutrition Program policies and procedures. PROVIDER will cooperate with all required on-site inspections and make needed corrections required by the COUNTY contracted Nutritionist or by the Public Health Department, depending on the type of license or certification held by the site's kitchen.
- h. PROVIDER shall:

- 1) Employ a ServSafe certified Food Service Manager (certification must be received within first 90 days of employment);
 - 2) Require any other nutrition program staff to be certified in Serving Safe Food;
 - 3) Require all staff complete a minimum of six (6) hours of annual food safety training as described by Chapter 8: Senior Nutrition Program Operation guidelines and approved by the COUNTY; volunteers in direct contact with food shall complete a minimum of six (6) hours of annual food safety training as well; and
 - 4) Require staff attendance at regional annual training as convened by the COUNTY. A representative of the PROVIDER and/or site must attend the four regularly scheduled Nutrition Program Site Manager/Directors meetings during the year. Training records for staff and volunteers must be kept by PROVIDER.
- i. PROVIDER shall encourage all participants to contribute toward the cost of the meal and a confidential mechanism shall be established by the PROVIDER that provides a person the privacy to make the donation they determine that they can afford (including none); all signs regarding donations or other signs required by the COUNTY will be maintained and posted in a visible manner. Persons under the age of 60 must pay full cost of meal and a record of under 60 meals must be kept (see Requirements and Exceptions in 2004 Donation Best Practice document).
- j. PROVIDER shall initially interview all home-delivered meal participants to assess:
- 1) Eligibility for home-delivered meals;
 - 2) Need for other services and/or information; and
 - 3) Level of nutritional risk
- An in person visit and written personal assessment shall be completed no later than four (4) weeks from the beginning of meal service. If eligible, participants shall have their eligibility reassessed at least once per year and more frequently if the meal provision is indicated for less than one year at the time of assessment.
- k. PROVIDER shall have all meal program participants complete a program registration and nutrition risk assessment at the onset of participation and PROVIDER shall enter this information in the SAMS data system within the first 30-days of service.

- I. PROVIDER shall regularly offer programs that are educational and/or entertaining at congregate meal sites and shall maintain a record of such activities to report to the COUNTY at the end of the year. Congregate and home-delivered meal participants shall also receive reputable information about nutrition at least four (4) times (once per quarter) during the year and a record of such activities shall be reported to the COUNTY Nutritionist each month.
2. **Service Hours/Days:** PROVIDER shall maintain program service hours of Monday through Friday. The congregate meal shall be served at a consistent time during the middle of the day as determined by the PROVIDER. Home-delivered meals shall be delivered between the hours of 11:00 am and 1:00 pm.
3. **Service Termination:** PROVIDER shall terminate service when an individual voluntarily withdraws from the program or when the participant no longer meets eligibility criteria.
4. **Transportation:** This contract provides no COUNTY-funded transportation for program participants. Home-delivery of meals is arranged by the PROVIDER through the COUNTY-funded Retired Senior Volunteer Program.
5. **Capacity/Waiting List:** PROVIDER shall use the nutrition risk assessment provided by the COUNTY for determining the number of home-delivered meals provided to eligible participants. If PROVIDER believes a waitlist may be necessary due to funding limitations, the PROVIDER shall seek approval from the COUNTY prior to implementing a waitlist.

C. Program Evaluation

1. **Goals:** The goals of the Senior Nutrition Program are:
 - a. To reduce hunger and food insecurity;
 - b. To promote socialization of older individuals; and
 - c. To promote the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention/health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior.
2. **Performance Indicators:** The following measures shall be used to evaluate Nutrition Site Management effectiveness:

- a. Number of Senior Nutrition Program safety, sanitation, and program standard violations requiring corrective action during annual site inspection by COUNTY contracted Nutritionist shall indicate compliance with Chapter 8: Nutrition Program Operations and Wisconsin Food Code.
- b. Cost effectiveness shall be measured by the COUNTY by: (1) considering the total program budget and catering contract allowances for meals ordered divided by the number of meals served annually; and, (2) the percent of wasted meals as determined by the COUNTY based on a comparison of the number of meals ordered by the PROVIDER and the number of meals served by the PROVIDER.
- c. PROVIDER outreach to targeted populations shall be measured by the total number of participants, total number of meals served to eligible participants, average number of total and congregate meals served per day, and the proportion of those served that are of low-income, minority, and/or rural to the total number of persons served.
- d. Chapter 8 reporting compliance shall be measured by: (1) the number of instances wherein required data is not entered by the PROVIDER into the SAMS data collection software within 30-days of service provided; and, (2) timely submission of required monthly reports as described in Schedule C.

D. Reporting: Refer to Schedule C.

E. Other Requirements:

1. Requests for special diet accommodations, with medical orders, and special occasion meals are to be submitted to the COUNTY contracted Nutritionist prior to making arrangements with the COUNTY contracted caterer. The COUNTY contracted Nutritionist shall approve/deny special diet requests and special occasion meals.
2. PROVIDER shall clearly post or periodically distribute cards provided by the COUNTY that identify the telephone numbers for the Elder Abuse Helpline.
3. The mission of the Aging and Disability Resource Center of Dane County (ADRC) is to support older adults, adults with disabilities, their families and caregivers by providing useful information, assistance, and education on community services and long term care options.
 - a. PROVIDER is invited to refer individuals seeking information on adult services and long term care options to the ADRC;

- b. When asked by the ADRC, PROVIDER shall cooperate with ADRC staff in developing referral protocols, memorandum of understanding and other areas related to the ADRC's mission; and
 - c. If PROVIDER has services listed in the database jointly managed by the ADRC and United Way 2-1-1, PROVIDER shall assure that the data is accurate and shall update the data whenever necessary.
4. The PROVIDER shall participate in meetings, as requested by the COUNTY, for the purpose of planning, coordinating, or improving the provision of congregate or home-delivered meal services.
 5. PROVIDER shall solicit congregate and home-delivered meal consumer satisfaction using the approved Statewide survey provided by the COUNTY at least one time per year.

SCHEDULE C REPORTING REQUIREMENTS

The Agreement requires some reports to be filed upon request and other reports to be filed at a particular time. The following reports for Nutrition Site Management have specific due dates as provided below:

Client Registration/Client Services Data Entry (Nutrition)	Client Registration/Nutrition Risk Assessment and ADL & IADL Assessment is entered in the SAMS data-entry system within 30 days of the onset of congregate or home delivered meals. Client Services (number of meals received each month) are entered into SAMS data-entry system by the 20 th of the month following service.	20 th of Each Month
Monthly Nutrition Report	Submitted Electronically to: aaa@countyofdane.com	20 th of Each Month
Client Nutrition Education Report	Submitted Electronically to: browning.mary@countyofdane.com	20 th of Each Month
Food Service Licensing & Inspection Reports	Submitted Electronically to: browning.mary@countyofdane.com	Within 10 days of Receipt

Program Summary Form

Created: 10/6/2014	Contract #: 82916	Provider: City of Fitchburg
Revised:	Division: Adult Community Services	Funding Period: January 1, 2015 through December 31, 2015

Contract Maximum Service Costs: Subject to the provisions specified elsewhere in this contract, the following summarizes and sets forth the rates and maximum payments available for services under this contract.

Program Number	Program Group	Org. #	Obj. #	Program Name	SPC	# of Clients	# of Slots	Unit Cost	Unit Quantity	County Cost	Other Revenue*	Total Cost	Reporting
a. 4367	4367	ACBAAFSC	CMCAA	Case Management	604	112	0	\$ 22.18	1,111	\$ 24,643	\$ -	\$ 24,643	Monthly 610
b.													& Qtr Rpt
c.													
d.													
e.													
f.													
g.													
h.													
i.													
j.													
Total										\$ 24,643	\$ -	\$ 24,643	

*Other Revenue-Include here the source and related amount for each program:

The section below is to be used to further define the information above.

a. # of Clients and Unit Quantity are estimates based upon available baseline data. Funding reflects allocation based on Case Management formula using 2010 census data. A Unit of Service = one hour of case management services.	
b. Funding: Tax Levy	
c. Contract also includes \$1,225 State Health Insurance Program (SHIP) funding for one year pilot program.	
d.	
e.	
f.	
g.	
h.	
i.	
j.	

Standard Program Category (SPC) Code Description:

a. 604=Case Management	c.	e.	g.	j.
b.	d.	f.	h.	k.

Contract Manager(s)/Programs: Cheryl Batterman

Accountant(s)/Programs: Sue Perry

City of Fitchburg
2015 SCHEDULE A PROGRAM REQUIREMENTS
Client-Centered Case Management Services
Program 4367

A. **Description of Services to be Purchased:** This program funds client-centered case management services for low-income adult clients, age 60+ that live in Dane County. Low-income is determined as falling below 240% of the Federal Poverty Level. This program shall assess the needs of the client and the client's family, when appropriate, and arrange, coordinate, monitor, evaluate, and advocate for multiple services to meet specific complex needs and preferences. Client-centered case management is based on the recognition that a trusting and empowering direct relationship between case manager and client is essential to facilitate a client's use of services along a continuum of care and to restore or maintain independent functioning to the fullest extent possible. It requires the case manager to develop and maintain a professional relationship with the client, which may include linking the client with systems that provide needed advocacy, services, resources, and opportunities. The focus of case management is client centered, recognizing the importance of each client's interests, worth, and right to self-determination and confidentiality.

1. **Service Location:** PROVIDER shall provide Client-Centered Case Management Services in the residence of the senior adult. Clients may also receive the service over the telephone or walk into the PROVIDER'S office at 5510 E. Lacey Rd, Fitchburg, WI 53711.
2. **Persons to be Served:**
 - a. **Target Population:** To be eligible for this service, a client must reside in the City of Fitchburg.
 - b. **Eligibility Requirements:** The client must be age 60 (or older), live in his/her own home, apartment, or home of a family member, and fall below 240% of the Federal Poverty Level. Clients eligible for Medical Assistance case management or for case management paid for by COP or any other Waiver/Partnership program are not eligible for case management under this program.
3. **Funding Source:** PROVIDER shall comply with all federal, state, and COUNTY requirements related to the funding source(s) for this program.
4. **Units of Service:** A unit of service is defined as one hour of paid staff time providing Client-Centered Case Management Services.

B. Program Specifications

1. Service Specifications:

- a. **Referrals:** Referrals to the client-centered case management program will come from individual older adults and their families, neighbors and friends, social service agencies (to include the ADRC), medical clinics, clergy, hospitals, and other professionals. During the referral process, the case manager shall attempt to gather initial information from the client in order to determine what assistance is needed.
- b. **Assessment:** Assessment shall be conducted during face-to-face meetings with the client and information shall be gathered to determine whether the person needs on-going case management services. If appropriate, the Client Intake and Functional Assessment forms shall be initiated. Requests for services shall be followed-up in a timely manner to determine eligibility for client-centered case management services.
- c. **Open Case:** PROVIDER shall open a case by completing the following:
 1. The case manager has a face-to-face meeting with the client;
 2. The case manager determines on-going case management is required;
 3. The Client Intake and Functional Assessment Forms are complete;
 4. A Case Management Service Plan is developed; and
 5. A course of action for service is initiated.

PROVIDER shall provide proof of client services through case notes. Case notes are documented proof the client has received service from the case manager. Case notes shall reflect the service plan developed with the client. A case shall remain open as long as the needs of the client are being met with the service plan. An open case shall involve continued contact with the case manager to include an annual reassessment.

- d. **Reportable Hours:** PROVIDER shall report specific, identifiable services for each client on the Dane County Monthly Client Service Report (610 Form). All reportable activities shall also be documented in case notes and shall include the amount of time spent on the activity to the nearest quarter of an hour. (The client doing something for himself/herself is not reportable client-centered case management time.) Examples of case manager reportable services include time spent:
 - Traveling to and from a client's home
 - Arranging for medical services
 - Arranging for meals on wheels

- Assisting in the completion of forms of some type
 - Arranging for client transportation
 - Arranging for home chore service
 - Providing specific information
 - Acting as an advocate on behalf of the client
 - Contacting family members and/or professionals to gather information
 - Assessing and enrolling clients for benefits
 - Coordinating housing for clients
 - Activities directly related to meeting the goals of the client's service plan
- e. **Reporting:** PROVIDER shall report specific, identifiable services for each client on the Dane County Monthly Client Service Report (610 Form). This form shall be completed and emailed to Dane County Human Services by the tenth (10th) day of the following month. Electronic documents sent by email shall include the standard confidentiality statement. Case managers shall securely maintain appropriate and up-to-date documentation in support of the monthly reports requested by the COUNTY. The hours reported on the monthly 610 form for each client shall match/equal the hours of service documented in case notes.
- f. **Closed Case:** The client-centered case management program has no time limit for a person to receive the service. In each case, the file shall be closed and be removed from the open case history count until reopened, or shall be archived for a period no less than seven (7) years. A case manager making a yearly phone call to a client to see how he/she is doing shall not be used to keep the case file open. The case manager shall close the file when the client withdraws from the program and/or the client's needs have been met. Cases shall be closed by the PROVIDER when any of the following events occurs:
1. There is no activity on a client file for a period of one year; or
 2. The client withdraws from the program or no longer needs client-centered case management services; or
 3. The client enrolls in a Medicaid Waiver Long-Term Care Program (e.g., COP, CIP, Partnership); or
 4. The client enters a nursing home or CBRF; or
 5. The client moves to a residence outside of Dane County; or
 6. The event of the client's death.
- g. **Information & Assistance (I&A):** This program provides information to the general public about services, resources, and programs in areas such as: disability and long-term care related services and living arrangements, health, adult protective services, employment and training for people with disabilities, transportation, home maintenance, and nutrition. While it is the preference of the COUNTY to refer consumers seeking I&A to the Aging and Disability

Resource Center (ADRC) of Dane County, the COUNTY is aware consumers may access this type of assistance through the PROVIDER. This activity outside of on-going client-centered case management is not funded by the COUNTY. ADRC I&A activities are not to exceed a period of 90 days and are thus not considered on-going client-centered case management services.

2. **Frequency of Contact:** PROVIDER shall maintain and document contact with each client at least once during the year.
3. **Service Hours/Days:** PROVIDER shall maintain program service hours Monday through Friday, 8:30 am-4:30 pm, and other hours by appointment.
4. **Length of Service:** This program has no time limit for a client to receive the service.
5. **Service Termination:** PROVIDER shall terminate services to the client when:
 - a. There is no activity on a client file for a period of one year; or
 - b. The client withdraws from the program or no longer needs client-centered case management services; or
 - c. The client enrolls in a Medicaid Waiver Long-Term Care Program (e.g., COP, CIP, Partnership); or
 - d. The client enters a nursing home or CBRF; or
 - e. The client moves to a residence outside of Dane County; or
 - f. The event of the client's death.
6. **Referral/Application Process:** Referrals to the program come from individual senior adults and their families, neighbors and friends, social service agencies (to include the Aging & Disability Resource Center of Dane County), medical clinics, clergy, hospitals, and other professionals. Referrals are received by contacting the PROVIDER'S office Monday through Friday. During the referral process, the PROVIDER shall gather initial information from the client in order to determine what assistance is needed.
7. **Capacity/Waiting List:** PROVIDER shall give priority to senior adults most at risk. This includes victims of elder abuse and neglect and persons with dementia. PROVIDER shall maintain a waiting list including a description of the person's current situation.
8. **PROVIDER Responsibilities:** During the term of this Agreement, PROVIDER shall:
 - a. Require case management staff to adhere to the National Association of Social Worker's Code of Ethics, Dane County Client-Centered Management Standards, and Dane County Client-Centered Case Management Policy & Procedures;

- b. Require at least one case manager in attendance at each COUNTY coordinated case management training;
 - c. Require PROVIDER director (or designated staff member) to attend COUNTY coordinated Focal Point Director meetings;
 - d. Report specific, identifiable services for each client/consumer on the Dane County Monthly Client Service Report (610 Form). All reportable activities shall also be documented in case notes and shall include the amount of time spent on the activity to the nearest quarter of an hour. This form is to be completed and emailed to Dane County Human Services by the 10th day of the following month. The hours reported on the monthly 610 form for each client/consumer shall match/equal the hours of service documented in case notes;
 - e. Require case management staff to include the standard confidentiality statement in all electronic documents sent by email;
 - f. Require case management staff to offer their clients an opportunity to receive an injury prevention/home safety check and assistance in eliminating home safety dangers;
 - g. Require case management staff to provide their clients a directory that includes the telephone numbers for the Aging and Disability Resource Center of Dane County, Dane County Emergency Management's Disaster Preparedness Registry, Elder Abuse Helpline, and Senior Focal Points;
 - h. Require case management staff to conduct home-delivered meal eligibility assessments within four (4) weeks of start of service. Reassessments will be completed annually for ongoing participants and more frequently as necessary to determine continued eligibility. The assessment/reassessment will be forwarded to the appropriate home-delivered meal provider;
 - i. Collaborate with DCDHS staff to distribute a satisfaction survey annually for Client-Centered Case Management clients to complete;
 - j. Require case management staff to refer MA eligible clients whenever he/she appears to meet the criteria for MA Case Management; and
 - k. Require case management staff to collect, record, and submit State Health Insurance Program (SHIP) participant data during this pilot-year program. Data shall be submitted to AAA by the 20th of each month.
9. **COUNTY Responsibilities:** During the term of this Agreement COUNTY agrees to:
- a. Facilitate case management trainings for PROVIDER's case management staff;
 - b. Provide all standardized client-centered case management forms and reporting mechanisms to the PROVIDER;
 - c. Collaborate with agency staff to distribute a satisfaction survey annually for Client-Centered Case Management clients to complete and provide results/findings of the survey by January 15, 2016; and
 - d. Provide funding for this program (as indicated on the Program Summary).

C. Program Evaluation

1. **Goals:** The goal of the client-centered case management program is to provide senior adults in Dane County the support they need to achieve and maintain optimum independence in their community through the assessment of need and the coordination and monitoring of community-based services. Client-centered case management optimizes client functioning by a thorough assessment of needs. Using this assessment, the case manager, with the client's input, develops a plan that provides services in the most efficient and effective manner. Client-centered case management rests on a foundation of professional training, values, knowledge, theory, and skills used in the service of attaining goals that are established in conjunction with the client and the client's family and/or significant individuals, when appropriate. Client-centered case management is ongoing, and includes the following specific goals:
 - a. To promote and enhance, when possible, the skills of the client in accessing and utilizing supports and services
 - b. To develop the capacities of social networks and relevant human services providers to promote the functioning and well-being of the client to enable their independence
 - c. To promote service effectiveness while providing services and supports in the most efficient manner possible
 - d. To link, create, and promote formal and informal systems to provide the client with resources, services, and opportunities

2. **Performance Indicators:** The following measures shall be used to evaluate program effectiveness:
 - a. PROVIDER shall serve a minimum of 112 unduplicated clients with client-centered case management services in 2015; and
 - b. PROVIDER shall provide a minimum of 1,111 service hours of client-centered case management services in 2015.
 - c. Compliance shall also be measured by timely submission of required monthly reports as described in Schedule C.

D. Other Requirements:

1. COUNTY may withhold monthly payment in the event of contract non-compliance.
2. The mission of the Aging and Disability Resource Center of Dane County (ADRC) is to support older adults, adults with disabilities, their families and caregivers by

providing useful information, assistance, and education on community services and long term care options.

- a. PROVIDER may refer individuals seeking information on adult services and long term care options to the ADRC;
 - b. PROVIDER shall cooperate with ADRC staff in developing referral protocols, memorandum of understanding, and other areas related to the ADRC's mission; and
 - c. If PROVIDER has services listed in the database jointly managed by the ADRC and United Way 2-1-1, PROVIDER shall ensure the data is accurate and shall update the data whenever necessary.
3. PROVIDER understands the system of care for its consumers that may include court oversight. PROVIDER is responsible for knowing which of its consumers are subjects of Wisconsin Statutes Chapter 51 Commitments or Settlement Agreements, Chapter 54 Guardianship, Chapter 55 Protective Placement and/or Protective Services and any Probation and Parole orders/rules.
- a. If PROVIDER is a residential provider or case manager, PROVIDER has the following responsibilities:
 - i. PROVIDER shall maintain the following information in the individual's file or chart as is applicable:
 1. The guardian's name, current address, phone number, and e-mail address.
 2. A copy of the current Determination and Order for Protective Services/Protective Placement, or other specific court order/rules. PROVIDER shall confidentially maintain these documents.
 3. A copy of the Letters of Guardianship specifying the consumer's rights retained and the extent of the guardian's responsibility.
 - ii. Nonemergency transfer of protective placement. If PROVIDER initiates a transfer/change of residential placement of a person under a protective placement order, it shall provide notice of transfer to the Probate Office, the guardian(s), the case manager/broker, COUNTY's Adult Protective Services Unit, and the consumer with 10 days prior written notice. PROVIDER must obtain written consent of the guardian prior to transfer. PROVIDER must have a safe discharge plan.
 - iii. Emergency transfer of protective placement. If PROVIDER initiates an emergency residential transfer of a person under a protective placement order, it shall no later than 48-hours after the transfer provider notice of transfer to the Probate Office, the guardian(s), COUNTY's Adult Protective Services Unit and the consumer. PROVIDER must have a safe discharge plan.

- iv. Discharge or transfer of consumer not under protective placement. When a consumer who is not under a protective placement order is discharged or transferred to another service or residence, PROVIDER shall give at least 24-hours prior written notice to the guardian, the case manager/broker, unless an emergency event prevents this, in which case PROVIDER shall provide such notice within 48-hours of the transfer.
 - v. The PROVIDER, when requested, shall submit on a timely basis a complete, clear, and signed Watts Annual Review Form.
 - vi. The PROVIDER shall prepare a Report to the Court when ordered by the Court or requested by the COUNTY.
 - vii. Unless instructed otherwise, the PROVIDER shall transport and accompany its consumers to all Court Hearings or otherwise assure the consumer's presence at them.
 - viii. When requested, PROVIDER shall provide testimony in court hearings.
 - ix. To facilitate the acquisition of medical reports required for Court Hearings, the PROVIDER, when requested shall schedule an appointment with the appropriate physician or psychologist and shall take the consumer to the appointment or otherwise assure the consumer's presence at the appointment.
- b. The COUNTY'S Adult Protective Services Unit will, at the PROVIDER'S request, assist the PROVIDER in identifying individuals under Chapters 51, 54, and 55.
 - c. PROVIDER is responsible for meeting any Adult at Risk or Elder Adult at Risk reporting obligations it has pursuant to Wisconsin Statutes Chapters 46 and 55. In addition upon request of the COUNTY, PROVIDER will assist the COUNTY in investigating Adult at Risk or Elder Adult at Risk referrals received by the COUNTY regarding any consumer the PROVIDER serves in consultation with the COUNTY Contract Manager or designee and the COUNTY's Adult Protective Services Unit.

10/6/14
CLB

SCHEDULE C REPORTING REQUIREMENTS

The Agreement requires some reports to be filed upon request and other reports to be filed at a particular time. The following report for **Case Management** is provided below:

NOTE: There are two corrections to Schedule C, page 1:

1. Client Registration/Client Services Reports should be changed to:

REPORT	WHERE SUBMITTED	DUE DATE
Dane County Human Services Monthly Client Service Report (610 Form)	Submitted electronically to: smith.robin@countyofdane.com	10th of Each Month

2. Quarterly Client Services Reports should be changed to:

REPORT	WHERE SUBMITTED	DUE DATE
Quarterly Client-Centered Case Management Report	Submitted electronically to: aaa@countyofdane.com	10 April, 10 July, and 10 October 2015; and 10 January 2016

In addition, the following report is added:

REPORT	WHERE SUBMITTED	DUE DATE
State Health Insurance Program (SHIP) Participant Data	Area Agency on Aging 2865 N Sherman Ave Madison, WI 53704	20 th of Each Month

Program Summary Form

Created: 10/20/2014	Contract #: 82916	Provider: City of Fitchburg
Revised:	Division: Adult Community Services	Funding Period: January 1, 2015 through December 31, 2015

Contract Maximum Service Costs: Subject to the provisions specified elsewhere in this contract, the following summarizes and sets forth the rates and maximum payments available for services under this contract.

Program Number	Program Group	Org. #	Obj. #	Program Name	SPC	# of Clients	# of Slots	Unit Cost	Unit Quantity	County Cost	Other Revenue*	Total Cost	Reporting
a. 4385	4385	ACCCLFSC	CMMAAA	MA Case Management	604	4	0	25.20	207	\$ 5,204	\$ -	\$ 5,204	600/610
b.											\$ -		
c.										\$ -	\$ -	\$ -	
d.										\$ -	\$ -	\$ -	
e.										\$ -	\$ -	\$ -	
f.										\$ -	\$ -	\$ -	
g.										\$ -	\$ -	\$ -	
h.										\$ -	\$ -	\$ -	
i.										\$ -	\$ -	\$ -	
j.										\$ -	\$ -	\$ -	
Total										\$ 5,204	\$ -	\$ 5,204	

47

*Other Revenue-include here the source and related amount for each program:

The section below is to be used to further define the information above.

a. Staff hours defined as unit of service. Restricted revenue: \$5204 Medical Assistance.	
b.	
c.	
d.	
e.	
f.	
g.	
h.	
i.	
j.	

Standard Program Category (SPC) Code Description:

- a. 604 Case Management
- b.

Contract Manager(s)/Programs: Sandei Sanders

Accountant(s)/Programs: srp

2015 SCHEDULE A
City of Fitchburg
Program Number: 4385

SPC 604 Case Management

The provision of services by providers whose responsibility is to enable clients and when appropriate clients' families to gain access to and receive a full range of appropriate services in a planned, coordinated, efficient, and effective manner. Case managers are responsible for locating, managing, coordinating, and monitoring all services and informal community supports needed by clients and their families. Services may include, but are not limited to: assessment/diagnosis; case planning, monitoring and review; advocacy; and referral.

- A. Description of Services to be Purchased:** To provide older adults the support they need to remain safe in their own homes and community by identifying resources, coordinating supportive services, and assisting the older adult in developing a safety plan.
1. **Service Location:** The service is provided in the home of the older person, or at the PROVIDER'S OFFICE.
- B. Performance Indicators:**
PROVIDER shall cooperate with COUNTY in 2015 to develop a program logic model, outcomes, and indicators to evaluate the case management program. A base survey of Aging Focal Points case management providers' for older adults was conducted in 2014 using the Administration for Community Living Performance Outcome Measurement Project (POMP) case management survey instrument.
- C. Persons to be Served:**
- a. **Target Population/Eligibility Guidelines:** To be eligible for this service an individual must be age 60 and over, eligible for Medical Assistance, and reside in the City of Fitchburg.
- b. **Funding Source:** Federal and State Medical Assistance funds.
- c. **Units of Services:** Annual units billed to the Medical Assistance program.
- D. Program Specifications:**
1. **Referral Process:** Referrals to the program come from individual older adults and their families, neighbors and friends, social service agencies, medical clinics, clergy, hospitals and other helping professions. Referrals are received by contacting the PROVIDER'S OFFICE during normal business hours.
2. **Capacity/Waiting List:** When staff capacity has reached its maximum limit, the PROVIDER agrees to give priority to older adults at risk. The PROVIDER should keep a waiting list, including a description of the current situation.
3. **Service Hours/Days:** Service is offered primarily Monday through Friday during the normal business hours.
4. **Length of Service:** There is no limit to the length of time a person may receive the service.
5. **Service Termination:** The service will terminate when an individual terminates the service or when the individual dies or placed in a nursing home or CBRF, or when the PROVIDER determines the program no longer is able to respond to individual needs.
- E. Other Features and Reporting Requirements**
1. To bill Medical Assistance for the provision of case management services.
2. To submit billing claims to the COUNTY'S contacting agency no later than 25th day of each month.

3. To attend case management and billing trainings offered by the COUNTY.
4. To meet the Medical Assistance and State requirements for providing Case Management services.
5. At a minimum contact each MA client once per month and develop an assessment and case plan once per year.
6. Case Management services is reported on the COUNTY's Monthly Client Services Report (600/610), and submitted to the COUNTY no later than the tenth (10th) working day of each month.
7. PROVIDER is responsible for meeting any Adults at Risk reporting obligations it has pursuant to Wisconsin Statutes Chapters 46 and 55. Upon request of the COUNTY, PROVIDER will assist the COUNTY in investigating Adults at Risk referrals received by the COUNTY regarding the consumers, age 18 – 59, whom the PROVIDER serves. In some situations, the COUNTY will assign a lead investigator and request that the PROVIDER assist in the investigation. In other situations, the COUNTY will assign the PROVIDER as the lead investigator, with consultation available from the COUNTY Contract Manager or designee and the COUNTY's Adult Protective Services Unit.
8. Aging and Disability Resource Center
The mission of the Aging and Disability Resource Center of Dane County (ADRC) is to support seniors, adults with disabilities, their families and caregivers by providing useful information, assistance and education on community services and long term care options. PROVIDER is invited to refer individuals seeking information on adult services and long term care options to the ADRC; When asked by the ADRC, PROVIDER shall cooperate with ADRC staff in developing referral protocols, memorandums of understanding and other areas related to the ADRC's mission; and If PROVIDER has services listed in the database jointly managed by the ADRC and United Way 2-1-1, PROVIDER shall assure that the data is accurate and shall update the data whenever necessary.

Fitchmacm:ts:10/2014

SCHEDULE B - FISCAL

CITY OF FITCHBURG

NUTRITION PROGRAM #1225

As required by the Older Americans Act and the Wisconsin Bureau on Aging, the PROVIDER shall collect nutrition donations from persons who participate in the nutrition program. Persons age 60 and over are not obligated to make a contribution and shall not be required to do so. However, persons age 60 and over should be encouraged to contribute what they can reasonably afford to help defray the cost of the meal. Efforts may be made to increase the average donations, but such efforts should be positive in nature and should not discourage the participation of individuals who are unable to increase the amount of their donation.

All donations collected are the property of the COUNTY and shall be submitted monthly to the COUNTY. Per Wisconsin Bureau on Aging and Disability Resources requirements, collected donations shall be counted daily by two persons, both of whom should sign daily a register verifying the amount collected. The full amount of the collected donations shall be deposited in a bank or savings institution daily in an account designated for nutrition donations only. The deposited donations should be forwarded to the COUNTY monthly.

MA CASE MANAGEMENT PROGRAM #4385

METHOD OF PAYMENT 4 – OTHER:

1. Funding for this program will be paid to PROVIDER, up to the contract amount, only if PROVIDER earns the funding through billing the Wisconsin Medical Assistance Program.
2. PROVIDER shall submit monthly vouchers to COUNTY for the amount of MA Case Management services paid by the State to the COUNTY based on Remittance and Status Advice reports received by PROVIDER that indicate the amount paid (which may or may not equal the amount billed).
3. COUNTY will pay PROVIDER, on a cash basis; meaning PROVIDER payments will be based on the dates COUNTY receives payment from the State rather than the dates of billed services. In the event PROVIDER no longer delivers MA Case Management services due to the conclusion of the contractual relationship, PROVIDER shall continue to be paid, under this agreement and only up to the contracted amount for the program, for up to three months for MA Case Management revenue earned by PROVIDER and paid to COUNTY.
4. PROVIDER shall be exempt from the requirements in Section C, XXVIII – Financial Provisions, Item G – Budgets and Personnel Schedules
5. PROVIDER shall be exempt from the requirements in Section C, XXVIII – Financial Provisions, Item M – Expense Reports.

WISCONSIN MEDICAID COST REPORTING (WIMCR)
ADDENDUM

This Addendum sets forth a new reporting requirement for all programs where PROVIDER provides one or more of the following Medicaid services:

- A. Case Management (CM)
- B. Community Support Program (CSP)
- C. Crisis Intervention – Hourly (CI)
- D. Outpatient Mental Health and Substance Abuse in the Home or Community (OPMHSA)
- E. Personal Care (PC)

PROVIDER agrees to submit monthly, in the format requested by COUNTY, direct employee names, job titles, credentials, costs and hours. This report is due by the 10th of each month following the month of service.

October 2014

SCHEDULE C REPORTING REQUIREMENTS

The Agreement requires some reports to be filed upon request and other reports to be filed at a particular time. The following reports have specific due dates as provided below:

REPORT	WHERE SUBMITTED	DUE DATE
Affirmative Action Plan (Unless PROVIDER is exempt.)	Contract Compliance Officer Office of Equal Opportunity 210 Martin Luther King, Jr. Blvd. Rm. 421 Madison, WI 53703	January 15, 2015 (15 days after Agreement effective date.)
Civil Rights Compliance Plan (Unless PROVIDER is exempt.)	Contract Compliance Officer Office of Equal Opportunity 210 Martin Luther King, Jr. Blvd. Rm. 421 Madison, WI 53703	On or before the effective date of the Agreement.
NLRB or WERC complaints or findings that PROVIDER has violated labor standards.	Contract Compliance Officer Office of Equal Opportunity 210 Martin Luther King, Jr. Blvd. Rm. 421 Madison, WI 53703	Within 10 days of complaint or findings.
Certificate of Insurance listing Dane County as additional insured.	Dane County Department of Human Services Contract Coordination Assistant 1202 Northport Dr. Madison, WI 53704	At the time the Agreement is signed.
Living Wage Survey	Dane County Department of Human Services Program Analyst 1202 Northport Dr. Madison, WI 53704	June 15, 2015
Certification of Compliance with Dane County's Living Wage Ordinance.	Dane County Department of Human Services Contract Coordination Assistant 1202 Northport Dr. Madison, WI 53704	March 24, 2015
Program Budget and Supporting Personnel Schedule (Unless PROVIDER is exempt.)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	February 25, 2015 (56 days after Agreement effective date.) Final Revisions due January 25, 2016
Quarterly Expense Reports (Unless PROVIDER is exempt.)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	April 25, July 25, and October 25, 2015; and January 25, 2016
Annual Audit (Unless PROVIDER is exempt.)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	June 30, 2016, or 180 days after the end of PROVIDER's fiscal year.
Notice of Financial Instability	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	Upon triggering event occurring that requires notice.
Client Registration/Client Services Reports.	Client Registration is faxed to 242-6288. Client Services Reports are submitted electronically to your assigned keyer.	February 10, March 10, April 10, May 10, June 10, July 10, August 10, September 10, October 10, November 10, December 10, 2015 and January 5, 2016
Quarterly Client Services Reports	County Designee	May 1, 2015, August 1, 2015, November 1, 2015 and final quarter due April 1, 2016
Certification of Compliance with Dane County's Equal Benefits Requirement	Dane County Department of Human Services Ground Floor 1202 Northport Dr. Madison, WI 53704	December 31, 2015

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Addendum amends and is hereby incorporated into the existing Purchase of Service Agreement No. **82916** ("Agreement"), entered into by and between the County of Dane (hereinafter referred to as "COUNTY") and **City of Fitchburg** (hereinafter "PROVIDER").

COUNTY and PROVIDER mutually agree to modify the Agreement to incorporate the terms of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH"), and HIPAA's implementing regulations, Title 45, Parts 160 and 164 of the Code of Federal Regulations ("Security and Privacy Rules"), as amended, dealing with the security, confidentiality, integrity and availability of Protected Health Information as well as breach notification requirements. If any conflict exists between the terms of the original Agreement and this Addendum, the terms of this Addendum shall govern.

This Addendum is specific to those services and programs included in the Agreement in which PROVIDER may create, access, receive, maintain or transmit Protected Health Information on behalf of COUNTY and where it has been concluded that PROVIDER is performing specific functions on behalf of COUNTY that have been determined to be covered under the HIPAA Security and Privacy Rules. PROVIDER's activities within the Agreement may include, but are not limited to the following: (i) claims processing or administration, (ii) data analysis, processing or administration, (iii) utilization review, (iv) quality assurance, (v), billing, (vi) benefit management, (vii) practice management, (viii) other management or administrative functions, including legal, actuarial, accounting, consulting, or data management functions, or (ix) where PROVIDER is a health provider not otherwise subject to the Security and Privacy Rules, including other health service functions. PROVIDER is responsible for securely maintaining Protected Health Information on behalf of COUNTY, and for complying with the HIPAA Security and Privacy Rules, including, but not limited to breach notification rules, to the same extent as COUNTY.

1. Definitions:

- a. Protected Health Information (PHI) means any information, unless excluded from protection under the Security and Privacy Rules, whether oral or recorded in any form or medium, including Electronic Health Records, that: (i) relates to the past, present or future physical or mental condition of any Individual; the provision of health care to an Individual; or the past, present or future payment of the provision of health care to an Individual; and (ii) identifies the Individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual. PHI includes demographic information.
- b. Individual means the person who is the subject of PHI, and shall include a person who qualifies under the Security and Privacy Rules as a personal representative of the Individual.
- c. Breach means the unauthorized acquisition, access, use or disclosure of Unsecured PHI in a manner not permitted under the Privacy Rule that creates a significant risk of financial, reputational or other harm to the Individual.

- d. Unsecured Protected Health Information means PHI that is not rendered unusable, unreadable or indecipherable through the use of technology or methodology specified by the U.S. Secretary of Health and Human Services (“Secretary”) that compromises the security or privacy of the PHI. Unsecured PHI is presumed to be compromised unless following a risk assessment that fairly considers the nature and extent of the breach and potential injury to affected Individuals, it is determined that the PHI has not been compromised.
 - e. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
 - f. Capitalized terms used in this Addendum, but not otherwise defined, shall have the same meaning as those terms in the Security and Privacy Rules, as amended.
2. Prohibition on Unauthorized Use or Disclosure of PHI: PROVIDER shall not access, transmit, maintain, retain, modify, record, store, destroy, hold, use or disclose any PHI received from or on behalf of COUNTY except as permitted or required by the Agreement or this Addendum, as required by law, or as otherwise authorized in writing by COUNTY.
3. Use and Disclosure of Protected Health Information: PROVIDER may create, use or disclose PHI only for the following purposes:
- a. For the proper management and administration of the functions and activities related to the provision of healthcare services specified within the Purchase of Services Agreement.
 - b. For meeting its obligations as set forth in any agreements between the parties evidencing their business relationship.
 - c. As would be permitted by the Security and Privacy Rules if such use or disclosure were made by COUNTY or as required by applicable law, rule or regulation.
 - d. For Data Aggregation purposes for the Health Care Operations of COUNTY.
 - e. For use in PROVIDER's operations as outlined in paragraph 4. below.
- Disclosures of PHI shall, to the extent practicable, be limited to the applicable limited data set and to the minimum necessary information to accomplish the intended purpose of the use, disclosure or request.
4. Use of PHI for PROVIDER's Operations: PROVIDER may use and/or disclose PHI it creates for, or receives from, COUNTY to the extent necessary for PROVIDER's proper management and administration, or to carry out PROVIDER's legal responsibilities, only if:
- a. The disclosure is required by law, and only to the extent required by law.
 - b. PROVIDER obtains reasonable assurances, evidenced by written contract, from any person or organization to which PROVIDER shall disclose such PHI that such person or organization shall:
 - (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which PROVIDER disclosed it to the person or organization, or as required by law; and
 - (ii) Agree to the same restrictions and conditions as imposed on PROVIDER by this Addendum.

- (iii) Notify PROVIDER, who shall in turn promptly notify COUNTY, of any Security Incident or Breach of PHI.
 - c. PROVIDER keeps COUNTY informed of the identities of all such persons or organizations having access to PHI created, received, maintained or transmitted on behalf of COUNTY.
- 5. Notice of Privacy Practices: For the purpose of PHI created or maintained for COUNTY covered by this Agreement, PROVIDER will not maintain Notice of Privacy Practices providing less protection than stated in COUNTY's Notice of Privacy Practices.
- 6. Safeguarding of PHI: PROVIDER shall develop, implement, maintain, use and regularly review appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity and availability of all PHI, in any form or media, including electronic storage and transmission, received from, created, received, maintained or transmitted by PROVIDER on behalf of COUNTY. PROVIDER will maintain policies and procedures to protect against the identity theft of client/consumer information. PROVIDER shall document, periodically review and keep these security measures current, consistent with the Security and Privacy Rules. PROVIDER shall cooperate and respond in good faith to any reasonable request from COUNTY to discuss and review PROVIDER's safeguards.
- 7. Subcontractors and Agents. If PROVIDER provides any PHI received from, created or maintained on behalf of COUNTY to a subcontractor or agent, PROVIDER shall require in writing the same safeguards and restrictions no less stringent than required by this Addendum. PROVIDER will also inform such subcontractors and agents that they are subject to the Security and Privacy Rules by virtue of this Addendum.
- 6. Compliance with Electronic Transactions and Code Set Standards: If PROVIDER conducts any Standard Transaction for, or on behalf, of COUNTY, PROVIDER shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulation. PROVIDER shall not enter into, or permit its subcontractors or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for or on behalf of COUNTY that:
 - a. Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard.
 - b. Adds any Health Information elements or segments to the maximum defined Health Information Set.
 - c. Uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specifications(s).
 - d. Changes the meaning or intent of the Standard's Implementations Specification(s).
- 7. Access to PHI: At the direction of COUNTY, PROVIDER agrees to provide access to PHI held by PROVIDER which COUNTY has determined to be part of COUNTY's Designated Record Set, in the time and manner designated by COUNTY. This access will be provided to COUNTY or, upon advance notice to COUNTY, to an Individual, in order to meet the requirements under the Security and Privacy Rules.

8. Amendment or Correction to PHI: At the direction of COUNTY, PROVIDER agrees to amend or correct PHI held by PROVIDER and which COUNTY has determined to be part of COUNTY's Designated Record Set, in the time and manner designated by COUNTY.
9. Reporting of Security Incidents Involving PHI: PROVIDER shall report to COUNTY the discovery of any Breach of or Security Incident involving PHI. PROVIDER shall make the report to COUNTY's Privacy Official not less than one (1) business day after PROVIDER learns of such Breach or Security Incident. PROVIDER's report of a Breach shall identify as applicable: (i) each individual protected by the Agreement whose PHI has been, or is reasonably believed by PROVIDER to have been breached, accessed, acquired or disclosed, (ii) the nature of the unauthorized use or disclosure, (iii) the PHI used or disclosed, (iv) who made the unauthorized use or received the unauthorized disclosure, (v) PROVIDER's risk analysis of financial, reputational or other harm that may result, (vi) what PROVIDER has done or shall do to mitigate any deleterious effect of unauthorized use or disclosure, (vii) what notifications PROVIDER has or shall make resulting from a Breach of Unsecured PHI, and (viii) what corrective action PROVIDER has taken or shall take to prevent future similar unauthorized use or disclosure. PROVIDER shall provide such other information, including a written report, as reasonably requested by COUNTY's Privacy Official.
10. Mitigating Effect of Unauthorized Disclosure or Misuse of PHI: PROVIDER agrees to mitigate, to the extent practicable, any harmful effect that is known to PROVIDER of a Breach, including, if necessary, payment of the cost of credit monitoring. PROVIDER will cooperate with COUNTY's efforts to seek corrective and mitigation actions.
11. Notification Requirements In Event of Unauthorized Disclosure or Misuse of PHI received, maintained or transmitted on behalf of COUNTY: PROVIDER agrees, at its own cost and after obtaining consultation and agreement from COUNTY, to no later than 60 days following a Breach to:
 - a. Provide written notice to the Individual or next of kin if the Individual is deceased, as required by law.
 - b. If contact information is insufficient to provide notice to an individual, provide a substitute form of notice; and, where there are 10 or more Individuals with insufficient contact information, make a conspicuous posting as required by the Secretary as provided on the Secretary's official web site.
 - c. If breach involves the PHI of more than 500 Individual residents of the state, notify prominent media outlets.
 - d. Include in notice to Individuals: (i) a brief description of what happened; (ii) a description of the type of information involved; (iii) steps Individuals should take to protect themselves from potential harm resulting from the Breach; a description of what is being done to investigate the Breach, mitigate losses and protect against further breaches; and (iv) contact procedures for Individuals to obtain further information.
 - e. Comply with any other notice requirements of the Security and Privacy Rules, or guidance statements of the Secretary, as from time to time amended.
 - f. Reporting all actions taken to COUNTY.

12. Log of Unauthorized Disclosure or Misuse of PHI: PROVIDER shall maintain a log of any Breach of PHI covered by this Addendum and shall annually submit such log to the Secretary and to COUNTY. PROVIDER shall provide immediate notice to the Secretary and COUNTY of any breach of the PHI of 500 or more Individuals.
13. Tracking and Accounting of Disclosures: So that COUNTY may meet its accounting obligations under the Security and Privacy Rules,
 - a. Disclosure Tracking. Unless excepted under subsection (b) below, PROVIDER will record for each disclosure of PHI it makes that PROVIDER creates or receives for or from COUNTY (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom PROVIDER made the disclosure, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of the disclosure. For repetitive disclosures which PROVIDER makes to the same person or entity, including the COUNTY, for a single purpose, PROVIDER may provide (i) the disclosure information for the first of these repetitive disclosures, (ii) the frequency, periodicity or number of these repetitive disclosures, and (iii) the date of the last of these repetitive disclosures. PROVIDER will make this log of disclosure information available to the COUNTY within five (5) business days of the COUNTY's request.
 - b. Disclosure Tracking Time Periods. PROVIDER must have available for the Individual and COUNTY the disclosure information required by this section for the six-year period preceding the request for the three-year period preceding a request for the disclosures of Electronic Health Records made for purpose of Treatment, Payment and Health Care Operations.
14. Accounting to COUNTY and to Government Agencies: PROVIDER shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or on behalf of or created for COUNTY available to COUNTY, or at the request of COUNTY, to the Secretary or his/her designee, in a time and manner designated by COUNTY or the Secretary or his/her designee, for the purpose of determining COUNTY's compliance with the Security and Privacy Rules. PROVIDER shall promptly notify COUNTY of communications with the Secretary regarding PHI provided by or created by COUNTY and shall provide COUNTY with copies of any information PROVIDER has made available to the Secretary under this provision.
15. Prohibition on Sale of Protected Health Information: PROVIDER shall not receive remuneration in exchange for any PHI of an Individual received from or on behalf of COUNTY.
16. Response to Subpoena: In the event that PROVIDER receives a subpoena or similar requirement for the production of PHI received from, or created on behalf of COUNTY, PROVIDER shall promptly forward a copy of such subpoena to the Director of the Dane County Department of Human Services to afford COUNTY the opportunity to timely respond to the demand for its PHI as COUNTY determines appropriate.
17. Termination:

In addition to the rights of the parties established by the underlying Agreement, if COUNTY reasonably determines in good faith that PROVIDER has materially

breached any of its obligations under this Addendum, COUNTY, in its sole discretion, shall have the right to:

- a. Exercise any of its rights to reports, access and inspection under this Addendum; and/or
- b. Require PROVIDER to submit to a plan of monitoring and reporting, as COUNTY may determine necessary to maintain compliance with this Addendum, and/or
- c. Provide PROVIDER with a reasonable period to cure the breach; or
- d. Terminate the Agreement immediately.

17. Return or Destruction of PHI: Upon termination, cancellation, expiration or other conclusion of PROVIDER's contractual relationship with COUNTY, PROVIDER shall:

- a. Return to COUNTY or, if return is not feasible, destroy all PHI and all Health Information in whatever form or medium that PROVIDER received from or created on behalf of COUNTY. This provision shall also apply to all PHI that is in the possession of subcontractors or agents of PROVIDER. In such case, PROVIDER shall retain no copies of such information, including any compilations derived from and allowing identification of PHI. PROVIDER shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of PROVIDER's contractual relationship with COUNTY. Within such thirty- (30) day period, PROVIDER shall certify on oath in writing to COUNTY that such return or destruction has been completed.
- b. If PROVIDER destroys PHI, it shall render the PHI completely unusable, unreadable, and undecipherable to unauthorized persons using approved methods. Electronic redaction is an insufficient method of destruction.
- c. If PROVIDER believes that the return or destruction of PHI is not feasible, upon mutual agreement of the Parties, PROVIDER shall extend the protections of this Addendum to PHI received from or created on behalf of COUNTY, and limit further uses and disclosures of such PHI, for so long as PROVIDER maintains the PHI.

18. Miscellaneous:

- a. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by the Secretary with regard to PHI, this Addendum shall automatically amend so that the obligations imposed on PROVIDER remain in compliance with such regulations.
- b. Interpretation. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits COUNTY to comply with the Security and Privacy Rules.
- c. Indemnification. PROVIDER shall defend and hold COUNTY harmless from all costs, including attorney fees, resulting from PROVIDER's failure to meet any of its obligations under this Addendum.
- d. Independent Contractor Status. Nothing in this Agreement shall be interpreted to alter PROVIDER's independent contractor status with COUNTY.

IN WITNESS WHEREOF, the undersigned has caused this Addendum to be duly executed in its name and on its behalf.

For PROVIDER:

By: _____

(Print or type name)

Title: _____

Date: _____

Mayor Shawn Pfaff
Introduced By

Jill McHone
Drafted by

Commission on Aging, Finance and Public Safety
and Human Services
Referred to

December 1, 2014
Date

RESOLUTION R-113-14

APPROVAL OF 2015 CONTRACT WITH DANE COUNTY HUMAN SERVICES

WHEREAS, the County of Dane wishes to purchase services specifically described in the Purchase of Services Agreement; and

WHEREAS, the Fitchburg Senior Center is able and willing to provide such services;

NOW THEREFORE, BE IT RESOLVED by the Fitchburg City Council that such an agreement be entered into for the year 2015

Adopted this 13th day of January, 2015.

Patti Anderson, City Clerk

Shawn Pfaff, Mayor

Approved: _____

ADDENDUM

THIS ADDENDUM is made and entered into by and between the County of Dane (hereinafter referred to as "COUNTY") and City of Fitchburg (hereinafter "PROVIDER") as of the date representatives of both parties have affixed their respective signatures.

WHEREAS the COUNTY and PROVIDER have previously entered into a Purchase of Service Agreement No. 82916 (hereinafter the "Master Agreement"), pursuant to which PROVIDER has agreed to provide the COUNTY certain services more fully described in the Master Agreement; and

WHEREAS COUNTY and PROVIDER now wish to amend said Master Agreement,

NOW, THEREFORE, in consideration of the above premise and the mutual covenants of the parties the receipt and sufficiency of which is hereby acknowledged by each party for itself, the COUNTY and PROVIDER do agree that the Master Agreement shall continue in full force and effect unchanged in any matter by this addendum, except as specifically set forth herein. This addendum consists of two (2) pages.

This Addendum is for language change only.

<u>Current Cost for 2015</u>	<u>Addendum Amount</u>	<u>Revised Maximum Cost for 2015</u>
\$46,347	\$0	\$46,347

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this addendum and its attachments, if any, to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Date Signed: _____

Signature

Print Name and Title of Signer

Date Signed: _____

Signature

Print Name and Title of Signer

FOR COUNTY:

Date Signed: _____

JOE PARISI, County Executive
(when applicable)

Date Signed: _____

LYNN GREEN, Director,
Department of Human Services
(when applicable)

WISCONSIN MEDICAID COST REPORTING (WIMCR)
ADDENDUM

This Addendum sets forth a new reporting requirement for all programs where PROVIDER provides one or more of the following Medicaid services:

- A. Case Management (CM)
- B. Community Support Program (CSP)
- C. Crisis Intervention – Hourly (CI)
- D. Outpatient Mental Health and Substance Abuse in the Home or Community (OPMHSA)
- E. Personal Care (PC)

PROVIDER agrees to submit monthly, in the format requested by COUNTY, direct employee names, job titles, credentials, costs and hours. **This report is due by the 30th of each month following the month of service.**

October 2014

Revised December 2014



August 13, 2014

Trish Schlicher
5854 Tree Line Dr.
Fitchburg, WI 53711

RE: **Property damage claim**
Policyholder: City of Fitchburg
Claim Number: Z01076020
Loss Date: 07/15/14
Claimant: Trish Schlicher

Dear Mrs. Schlicher:

Emcasco Insurance Company is the general liability insurance carrier for the City of Fitchburg. This letter is a follow up regarding your property damage claim against the city. As the city's general liability carrier, we are only obligated to pay claims when there is negligence/legal liability on the city's part.

Based on our investigation, we do not believe that the city has any negligence. It is our understanding that the city did not have prior knowledge/notice of any issues with the tree that fell onto your property, and that it appeared to be visibly healthy. This loss appears to be weather related, as there were strong wind gusts that blew through the area on the date of loss.

We respectfully deny your claim

Sincerely,

Michael Smith, AIC, Claims Adjuster

Cc: City of Fitchburg

16455 W. Bluemound Rd. | Brookfield, WI 53005-5976 | P.O. Box 327 | Brookfield, WI 53008-0327 | 262.717.3900 | 855.495.1800 | www.emcins.com

Employers Mutual Casualty Company
EMCASCOS Insurance Company
EMC Reinsurance Company

Illinois EMCASCOS Insurance Company
Dakota Fire Insurance Company
EMC Property & Casualty Company

Union Insurance Company of Providence
Hamilton Mutual Insurance Company
EMC Risk Services, LLC

EMC Underwriters, LLC
EMC National Life Company (affiliate)

PENDING REFERRAL ITEMS	
•	Rezone Request RZ-1853-09 by Randy Bruce of Knothe & Bruce Architect, LLC, Agent for McKee Family, LLC, to Rezone from Residential Medium Density (R-M) to Planned Development District General Implementation Plan (PDD-GIP) Property Associated with Lots 53 & 54 of Chapel Valley Plat
•	R-70-14 Resolution Designating Path Location for a Connection to McKee Road from the Military Ridge Path - tabled June 24, 2014
•	2014-O-25 Chapter 22 - Zoning, Article IIO. Business Districts, Division 6. Conditional Uses Applicable to all Business Districts. Sec 22-357. Design Review
•	2014-O-22 Chapter 54 - Parks, Recreation and Forestry, Article III Division 3. Tree and Shrub Management
•	Rezone Request, RZ-2046-14 by Michael Barry, to Rezone from the A-T (Transitional Agriculture) to the A-S (Small Lot Agriculture) District a Part of Lot 2 CSM 13071
•	Ceritifed Survey Map Request, CS-2047-14, by Michael Barry, to Divide Lot 2 CSM 13071 into Two Lots
•	R-107-14 A Resolution Authorizing Purchase and Installation of the Three Shade Structures and other Improvements at McKee Farms Park Splashpad
•	R-97-14 Authorizing Acceptance of the McKee and McGaw Park Shelter Renovation Bids