

1. Agenda

Documents: [CC_20150210_AG.PDF](#)

2. Complete Packet

Documents: [CC_20150210_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
FEBRUARY 10, 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, February 10, 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
 - B. Report on Fitchburg Workforce - Pat Schramm, Executive Director
Workforce Development Board of South Central Wisconsin
 - C. Mayoral Proclamation – Designating February as Heart Health Month
 - D. Mayoral Proclamation – Recognizing February 6, 2015 as National Wear Red Day
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 – January 27, 2015
 - B. **REFERRALS TO COMMISSIONS AND COMMITTEE**
 10. **Resolution R-07-15** Authorizing Acceptance of the McKee and McGaw Park Shelter Renovation Bids
 - a. Park Commission
 - b. Board of Public Works
 - c. Finance Committee
 11. **Resolution R-09-15** Approving Contract with SEH for the Architectural/Engineering Services for the West Fire Station Building
 - a. Finance Committee

12. **Resolution R-10-15** Resolution Transferring Sole Ownership of the Nine Springs Golf Course LLC from Sam Schultz to Dan Larsen
 - a. Parks Commission
 - b. Finance Committee

13. **Resolution R-12-15** A Resolution Accepting a Underground Electric - Gas Main Right-of-Way Grant on Outlot 6 in the Plat of North Park, City of Fitchburg, Wisconsin
 - a. Board of Public Works
 - b. Plan Commission

14. **Resolution R-13-15** A Resolution Accepting an Agreement of Easement for Public Pedestrian/Bike Path on Lot 24 in the Plat of Techlands, City of Fitchburg, Wisconsin
 - a. Board of Public Works
 - b. Plan Commission

15. **Resolution R-14-15** Resolution Providing for the Sale of \$_____ General Obligation Promissory Notes, Series 2015A
 - a. Finance Committee

16. **Conditional Use Permit Request CU-2050-15** by Andrew Lanz, to Establish an Ice Cream Shop at 2981 Triverton Pike Drive, Lot 244 Second Addition to Highlands of Seminole
 - a. Plan Commission

17. **Ordinance 2015-O-06** An Ordinance Amending Chapter 56 Article IV – Animal Care and Control, Section 56-74, Prohibited Conduct
 - a. Public Safety and Human Services

18. **Ordinance 2015-O-07** An Ordinance Amending Chapter 26 Sign Ordinance to Amend Section 26-83(a) Relative to On-Site LED Motor Vehicle Fuel Pricing Signs
 - a. Plan Commission

19. **Ordinance 2015-O-08** An Ordinance Amending Chapter 70, Sec. 70-309 – Forfeitures Schedule
 - a. Public Safety & Human Services

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)** Daniel Delehanty – N; Cordova Gonzalez – N; Benjamin Hoffman –N; Montease Jones –N; Timothy Larson – N; Fnu Shamshad-N

6. ADMINISTRATOR’S REPORT

7. COMMISSION/COMMITTEE REPORTS

A. Plan Commission

B. Board of Public Works

A. Park Commission

1. **Resolution R-01-15** A Resolution Recognizing International Migratory Bird Day, City of Fitchburg, Wisconsin

D. Library Board

E. Commission on Aging

- F. **Resource Conservation Commission**
 - 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 109585 through 109788 dated February 4, 2015 Total \$722,213,52
 - 2. **Approval of Bills for \$25,000 or more** (Council Action Required)
 - a. Batch Dated February 4, 2015 - \$79,130.57
 - B. **Personnel Committee**
 - C. **Public Safety & Human Services**
 - 1. **Ordinance 2015-O-05** An Ordinance to Repeal and Recreate Chapter 66 – Secondhand Goods
9. **MAYOR’S REPORT**
 - A. Alder District Reports
10. **UNFINISHED BUSINESS**
11. **NEW BUSINESS**
 - A. **Resolution R-06-15** Accepting 2014 Donations– ***Direct Referral***
 - B. **Resolution R-11-15** Resolution Approving 2015 Agreement with Fairways Apartments for Polling Place Location – ***Direct Referral to Finance Committee and Public Safety and Human Services***
12. **ANNOUNCEMENTS**
 - A. Next Common Council Meeting, February 24, 2015
 - B. Next Committee of the Whole Meeting, February 25, 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



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

**AGENDA
FITCHBURG COMMON COUNCIL
FEBRUARY 10, 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, February 10, 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
 - B. Report on Fitchburg Workforce - Pat Schramm, Executive Director
Workforce Development Board of South Central Wisconsin
 - C. Mayoral Proclamation – Designating February as Heart Health Month
 - D. Mayoral Proclamation – Recognizing February 6, 2015 as National Wear Red Day
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 – January 27, 2015
 - B. **REFERRALS TO COMMISSIONS AND COMMITTEE**
 10. **Resolution R-07-15** Authorizing Acceptance of the McKee and McGaw Park Shelter Renovation Bids
 - a. Park Commission
 - b. Board of Public Works
 - c. Finance Committee
 11. **Resolution R-09-15** Approving Contract with SEH for the Architectural/Engineering Services for the West Fire Station Building
 - a. Finance Committee

12. **Resolution R-10-15** Resolution Transferring Sole Ownership of the Nine Springs Golf Course LLC from Sam Schultz to Dan Larsen
 - a. Parks Commission
 - b. Finance Committee

13. **Resolution R-12-15** A Resolution Accepting a Underground Electric - Gas Main Right-of-Way Grant on Outlot 6 in the Plat of North Park, City of Fitchburg, Wisconsin
 - a. Board of Public Works
 - b. Plan Commission

14. **Resolution R-13-15** A Resolution Accepting an Agreement of Easement for Public Pedestrian/Bike Path on Lot 24 in the Plat of Techlands, City of Fitchburg, Wisconsin
 - a. Board of Public Works
 - b. Plan Commission

15. **Resolution R-14-15** Resolution Providing for the Sale of \$_____ General Obligation Promissory Notes, Series 2015A
 - a. Finance Committee

16. **Conditional Use Permit Request CU-2050-15** by Andrew Lanz, to Establish an Ice Cream Shop at 2981 Triverton Pike Drive, Lot 244 Second Addition to Highlands of Seminole
 - a. Plan Commission

17. **Ordinance 2015-O-06** An Ordinance Amending Chapter 56 Article IV – Animal Care and Control, Section 56-74, Prohibited Conduct
 - a. Public Safety and Human Services

18. **Ordinance 2015-O-07** An Ordinance Amending Chapter 26 Sign Ordinance to Amend Section 26-83(a) Relative to On-Site LED Motor Vehicle Fuel Pricing Signs
 - a. Plan Commission

19. **Ordinance 2015-O-08** An Ordinance Amending Chapter 70, Sec. 70-309 – Forfeitures Schedule
 - a. Public Safety & Human Services

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)** Daniel Delehanty – N; Cordova Gonzalez – N; Benjamin Hoffman –N; Montease Jones –N; Timothy Larson – N; Fnu Shamshad-N

6. **ADMINISTRATOR’S REPORT**

7. **COMMISSION/COMMITTEE REPORTS**

A. **Plan Commission**

B. **Board of Public Works**

A. **Park Commission**

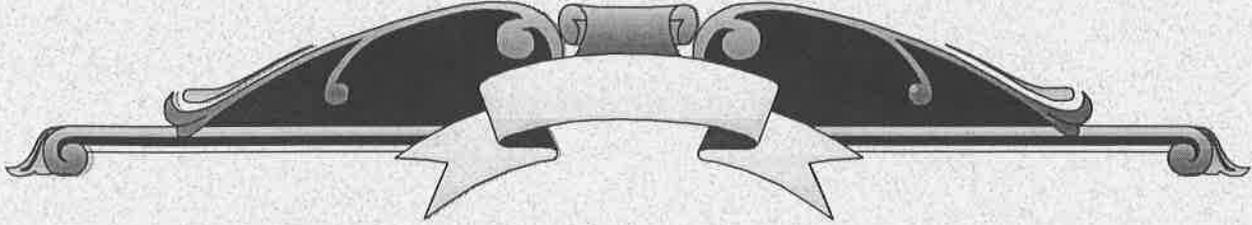
1. **Resolution R-01-15** A Resolution Recognizing International Migratory Bird Day, City of Fitchburg, Wisconsin

D. **Library Board**

E. **Commission on Aging**

- F. **Resource Conservation Commission**
 - 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 109585 through 109788 dated February 4, 2015 Total \$722,213,52
 - 2. **Approval of Bills for \$25,000 or more** (Council Action Required)
 - a. Batch Dated February 4, 2015 - \$79,130.57
 - B. **Personnel Committee**
 - C. **Public Safety & Human Services**
 - 1. **Ordinance 2015-O-05** An Ordinance to Repeal and Recreate Chapter 66 – Secondhand Goods
9. **MAYOR’S REPORT**
 - A. Alder District Reports
10. **UNFINISHED BUSINESS**
11. **NEW BUSINESS**
 - A. **Resolution R-06-15** Accepting 2014 Donations– ***Direct Referral***
 - B. **Resolution R-11-15** Resolution Approving 2015 Agreement with Fairways Apartments for Polling Place Location – ***Direct Referral to Finance Committee and Public Safety and Human Services***
12. **ANNOUNCEMENTS**
 - A. Next Common Council Meeting, February 24, 2015
 - B. Next Committee of the Whole Meeting, February 25, 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



City of Fitchburg Proclamation

Recognizing February as Heart Month

WHEREAS, heart disease is the number one killer of women, yet 80% of cardiac events can be prevented; and

WHEREAS, cardiovascular diseases cause one in three women's deaths each year, killing approximately one woman every minute; and

WHEREAS, an estimated 44 million women in the United States are affected by cardiovascular diseases; and

WHEREAS, 90% of women have one or more risk factors for developing heart disease, yet only one in five American women believe that heart disease is her greatest health threat; and

WHEREAS, women comprise only 24% of participants in all heart-related studies; and

WHEREAS, since 1984, more women than men have died each year from heart disease; and

WHEREAS, women are less likely to call "911" for themselves when experiencing symptoms of a heart attack than they are if someone else were having a heart attack; and

WHEREAS, only 43% of African American women and 44% of Hispanic women know that heart disease is their greatest health risk, compared with 60% of Caucasian women; and

WHEREAS, women involved with the American Heart Association's Go Red for Women movement live healthier lives—nearly 90% have made at least one healthy behavior change; and

WHEREAS, Go Red For Women is asking all Americans to Go Red by wearing red and speaking red:

- Get Your Numbers: ask your doctor to check your blood pressure and cholesterol;
- Own Your Lifestyle: stop smoking, lose weight, exercise, and eat healthy;
- Raise Your Voice: advocate for more women-related research and education;
- Educate Your Family: make healthy food choices for you and your family. Teach your kids the importance of staying active;
- Don't be silent: tell every woman you know that heart disease is their number one killer. Raise your voice at GoRedForWomen.org;

NOW THEREFORE, I, Shawn Pfaff, Mayor of the City of Fitchburg, in recognition of the importance of the ongoing fight against heart disease and stroke, do hereby proclaim the month of February as **Heart Month** in the City of Fitchburg and I encourage all citizens and staff to show their support for women and the fight against heart disease by wearing the color red.

Adopted this 10th day of February 2015.

Shawn Pfaff, Mayor

Patti Anderson, City Clerk



City of Fitchburg Proclamation

Recognizing February 6, 2015 as National Wear Red Day

WHEREAS, heart disease is the number one killer of women, yet 80% of cardiac events can be prevented; and

WHEREAS, cardiovascular diseases cause one in three women's deaths each year, killing approximately one woman every minute; and

WHEREAS, an estimated 44 million women in the United States are affected by cardiovascular diseases; and

WHEREAS, 90% of women have one or more risk factors for developing heart disease, yet only one in five American women believe that heart disease is her greatest health threat; and

WHEREAS, women comprise only 24% of participants in all heart-related studies; and

WHEREAS, since 1984, more women than men have died each year from heart disease; and

WHEREAS, women are less likely to call "911" for themselves when experiencing symptoms of a heart attack than they are if someone else were having a heart attack; and

WHEREAS, only 43% of African American women and 44% of Hispanic women know that heart disease is their greatest health risk, compared with 60% of Caucasian women; and

WHEREAS, women involved with the American Heart Association's Go Red for Women movement live healthier lives—nearly 90% have made at least one healthy behavior change; and

WHEREAS, Go Red For Women is asking all Americans to Go Red by wearing red and speaking red:

- Get Your Numbers: ask your doctor to check your blood pressure and cholesterol;
- Own Your Lifestyle: stop smoking, lose weight, exercise, and eat healthy;
- Raise Your Voice: advocate for more women-related research and education;
- Educate Your Family: make healthy food choices for you and your family. Teach your kids the importance of staying active;
- Don't be silent: tell every woman you know that heart disease is their number one killer. Raise your voice at GoRedForWomen.org;

NOW THEREFORE, I, Shawn Pfaff, Mayor of the City of Fitchburg, hereby proclaim February 6, 2015 as National Wear Red Day in recognition of heart disease awareness and prevention.

Adopted this 10th day of February 2015.

Patti Anderson, City Clerk

Shawn Pfaff, Mayor



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

**DRAFT MINUTES
FITCHBURG COMMON COUNCIL
JANUARY 27, 2015
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, Dan Carpenter, Jason Gonzalez (7:36p.m.), Dorothy Krause, Carol Poole, Patrick Stern. Others Present: Tony Roach, City Administrator, Patti Anderson, City Clerk.
4. **PUBLIC APPEARANCES NON-AGENDA ITEMS / NEW APPOINTMENTS**
 - A. Non Agenda Items - None
5. **CONSENT AGENDA**
 - A. **APPROVAL OF MINUTES** - January 13, 2015
 - B. **REFERRALS TO COMMISSIONS AND COMMITTEE**
 - Ordinance 2015-O-05** An Ordinance to Repeal and Recreate Chapter 66 – Secondhand Goods (PSHS)
 - 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)** Aliesha Kjorlie – N; Isis Leonard – N; Erin Murphy – N
 - a. Motion by Baumbach, 2nd by Carpenter to **approve** the consent agenda.
 - b. **Motion carried.**
 - c. Patrick Cheney, 5211 Kittycrest, registered in opposition of the reporting details of draft minutes.
6. **ADMINISTRATOR’S REPORT**

Roach presented the Administrators Report.
7. **COMMISSION/COMMITTEE REPORTS**
 - A. **Plan Commission**
 1. Motion by Poole, 2nd by Krause to **approve Ordinance 2015-O-02** An Ordinance Amending Chapter 22 Relative to Convenient Cash Businesses and Secondhand Businesses
 - a. Roll Call Vote: Ayes: Bloomquist, Carpenter, Gonzalez, Krause, Poole, Stern, Arnold, and Baumbach.
 - b. **Motion carried (8-0).**

2. Motion by Poole, 2nd by Baumbach to **approve Ordinance 2015-O-03** Zoning Ordinance Amendment Approving Rezoning Request RZ-2049-14 by Michael McMahon, Agent for Fitchburg Development, LLC, to Rezone Lots 14 & 15 Fitchburg Business Park and also Part of Outlot 2, Property Addressed as 5973 Executive Drive, from B-H (Highway Business) to the B-G (General Business) District
 - a. **Motion carried.**
3. Motion by Poole, 2nd by Baumbach to **approve Ordinance 2015-O-04** Zoning Ordinance Amendment Approving Rezoning Request RZ-2046-14 by Michael Barry, to Rezone a Part of Lot 2 CSM 13071 from A-T (Transitional Agriculture) to the A-S (Small Lot Agriculture) District (**Ag & Rural**)
 - a. Greg Paradise, representing C.J. Raymond registered in support.
 - b. **Motion carried.**
4. Motion by Poole, 2nd by Baumbach to **approve Resolution R-08-15** A Resolution Approving Certified Survey Map Request CS-2047-14 by Michael Barry, to Divide Lot 2 CSM 13071 into Two Lots (**Ag & Rural**)
 - a. Greg Paradise, representing C.J. Raymond registered in support.
 - b. **Motion carried.**
5. Motion by Poole, 2nd by Baumbach to **approve Resolution R-05-15** Resolution to Approve Amendment to Techlands Development Agreement (**BPW**)
 - a. Greg Paradise, representing Veridian Homes registered in support.
 - b. **Motion carried.**

B. Board of Public Works

1. Motion by Bloomquist, 2nd by Stern to **approve Resolution R-02-15** Authorizing Acceptance of 2015 Stormwater Pond Projects Bid (**Finance**)
 - a. **Motion carried.**
2. Motion by Bloomquist, 2nd by Stern to **approve 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 (**Finance**)
 - a. **Motion carried.**

B. Park Commission – Gonzalez noted the next meeting is February 5th.

D. Library Board – Carpenter spoke regarding the bylaws and the strategic planning.

E. Commission on Aging – no report

F. Resource Conservation Commission – Arnold noted that the committee is working on the spring projects. The next meeting is February 16th.

G. Transportation & Transit Commission – Arnold spoke regarding the presentation of the transit study. The next meeting is February 13th.

H. Community & Economic Development Authority – Baumbach spoke regarding the presentations of the City of Monona Community Development Authority and the rail line activation update.

I. Agriculture & Rural Affairs Committee – Baumbach gave an update on the comprehensive agriculture plan. The next meeting is February 17th.

J. **Reports from other Commissions and Committees**

1. EMS Commission – Stern spoke regarding the staffing plan and adding a new captain.
2. Fire Station Oversight Committee – Poole noted that once the land acquisitions are complete, the committee will be back working as a group and moving forward on the new Fire Stations.

8. **STANDING COMMITTEE REPORTS**

A. **Finance Committee**

1. Bloomquist reported that Finance reviewed a batch of bills **Under \$25,000 or Previously Pre-Approved** Checks 108898 through 109584 dated January 22, 2015 Total \$758,076.83. Finance also preapproved the Unitrends contingency planning solutions backup system in the amount of \$56,147.
2. Motion by Bloomquist, 2nd by Carpenter to approve **Bills for \$25,000** or more, batch dated January 22, 2015 - \$1,582,625.74.
3. **Motion carried.**

B. **Personnel Committee** – Baumbach stated she would like to clear up rumors going around regarding the recent departures of department heads. She has met with HR staff and has confirmed that the departures have been for various reasons and are not the result of the implementation of the pay plan.

C. **Public Safety & Human Services** – Poole spoke regarding the recent meeting to update the animal control ordinance as well as the scheduled meeting to discuss possible changes to the alcohol licensing requirements. Changes to the animal control ordinance will take place within the next month.

9. **MAYOR'S REPORT**

A. Mayor Pfaff presented the Mayor's report

A. Alder District Reports

1. Alders Krause, Gonzalez, Carpenter, and Arnold presented updates on events within their districts.

10. **UNFINISHED BUSINESS** - None

11. **NEW BUSINESS** – None

12. **ANNOUNCEMENTS**

- A. Next Common Council Meeting, February 10, 2015
- B. Next Committee of the Whole Meeting, January 28, 2015

13. Motion by Stern, 2nd by Carpenter to **Adjourn.**¹

A. **Motion carried.** Time: 8:44 p.m.

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

City of Fitchburg

Committee or Commission Referral

Direct Referral Initiated by:
 Direct Referral Approved by:

Date Referred: **February 10, 2015**
 Date to Report Back: **February 24, 2015**

Ordinance Number:
 Resolution Number: **R-07-15**

Sponsored by: Mayor

Drafted by: Park, Recreation & Forestry

TITLE: Authorizing Acceptance of McKee and McGaw Park Shelter Renovation Bids

Background: The Park Commission, in an effort to continue the implementation of the January 2012 adopted “McGaw Park Master Plan”, are proposing a renovation plan for the McGaw Park shelter. This renovation plan was discussed with McGaw Park neighbors along with the East Fitchburg Neighborhood Executive Committee. Changes from the original plan were included as a result of these meetings.

The McKee Farms Park shelter renovations are the result of general maintenance and upgrades to a facility that was originally constructed in 1998.

The Capital Improvement Budget includes funding for the renovation of the McKee and McGaw Parks Shelters.

Construction plans/specifications were prepared by Angus Young and the Public Works Department has obtained competitive bids. This project was advertised by legal notice in the Wisconsin State Journal on January 16, 2015 and January 23, 2015 and was posted on www.demandstar.com; On February 3, 2015 at 11:00 a.m. (xx) sealed bids were received and publicly opened with the results listed on the attached bid tab, there were two (2) base bids, four (4) alternate bid, and 3 unit price items between the two projects that may be awarded depending on the bid prices. The low bidder, (xxx) was found to be the lowest responsive bid and in compliance with the bid specifications with a bid, which includes base bids (xx), alternates (xx), and unit prices (xx). The total amount of the project will be (xx).

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Parks Commission	Endl	February 5, 2015	
2	Board Of Public Works	Horton	February 16, 2015	
3	Finance Committee	Roach	February 24, 2015	

Amendments:

Shawn Pfaff, Mayor
Introduced By

Parks, Recreation & Forestry
Drafted By

Park Commission, Board of Public Works & Finance
Committee

February 10, 2015
Date

Resolution R-07-15

**AUTHORIZING ACCEPTANCE OF THE
MCKEE AND MCGAW PARK SHELTER RENOVATION BIDS**

WHEREAS, the Capital Improvement Budget includes funding for the renovation of the McKee and McGaw Parks Shelters: and

WHEREAS, construction plans/specifications were prepared by Angus Young and the Public Works Department has obtained competitive bids; and

WHEREAS, the project was advertised by legal notice in the Wisconsin State Journal on January 16, 2015 and January 23, 2015 and was posted on www.demandstar.com; and

WHEREAS, on February 3, 2015 at 11:00 a.m. (xx) sealed bids were received and publicly opened with the results listed on the attached bid tab; and

WHEREAS, there were two (2) base bids, four (4) alternate bid, and three (3) unit price items between the two projects that may be awarded depending on the bid prices; and

WHEREAS, the low bidder, (xxx) was found to be the lowest responsive bid and in compliance with the bid specifications.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Fitchburg Common Council that it approves the award of the McKee and McGaw Park shelter renovation projects, includes base bids (xx), alternates (xx), and unit price items (xx) in the amount of (xx).

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to sign the contracts with (xx) for this McKee and McGaw Park shelter work.

Adopted by the Common council of the City of Fitchburg this 24th day of February, 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: **February 10, 2015** Ordinance Number:
Date to Report Back: **February 24, 2015** Resolution Number: **R-09-15**

Sponsored by: Mayor Drafted by: Public Works

TITLE: Approving Contract with SEH for the Architectural/Engineering Services for the West Fire Station Building

Background: Due to change in scope of the Northwest Fire Station it is appropriate to amend the originally executed agreement.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Finance	Roach	2/24/2015	
2				
3				
4				

Amendments:

DRAFT AIA[®] Document B101[™] - 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty First day of January in the year Two thousand Fifteen (2015)

(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:

(Name, address and other information)

The City of Fitchburg, Wisconsin

5520 Lacy Road

Fitchburg, WI 53711

and the Architect:

(Name, address and other information)

Short Elliott Hendrickson- A Corporation

425 W. Water Street Suite 300

Appleton, WI, 54911

for the following Project:

(Name, location and detailed description)

General

City of Fitchburg Northwest Fire Station design, bid and construction administration.

Construction manager delivery»

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

TBD after input from the Construction Manager. Schedule will revised throughout the design process.

- .2 Substantial Completion date:

TBD after input from the Construction Manager. Schedule will revised throughout the design process.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Insurance coverages will maintained to meet the requirements of the City of Fitchburg throughout the life of the project. Certificates of insurance will be issued prior to start of design work.

.2 Automobile Liability

Insurance coverages will maintained to meet the requirements of the City of Fitchburg throughout the life of the project. Certificates of insurance will be issued prior to start of design work.

.3 Workers' Compensation

Insurance coverages will maintained to meet the requirements of the City of Fitchburg throughout the life of the project. Certificates of insurance will be issued prior to start of design work.

.4 Professional Liability

Insurance coverages will maintained to meet the requirements of the City of Fitchburg throughout the life of the project. Certificates of insurance will be issued prior to start of design work.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information.

The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect, Owner and Construction Manager shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect, Owner and Construction Manager shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Construction Manager shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Construction Manager shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect and Construction Manager shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Construction Manager shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect and Construction Manager shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Construction Manager shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect and Construction Manager shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Construction Manager shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Construction Manager shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect and Construction Manager shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting (in coordination with the Architect) a pre-bid conference for prospective bidders;

- 4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda (in coordination with the Architect); and (in coordination with the Architect)
- 5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 **With Owner Approval**. The Architect and Construction Manager shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§

§ 3.5.3.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect and Construction Manager shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not

show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect and Construction Manager shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect and Construction Manager's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect/ Construction Manager-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect and Construction Manager shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect and Construction Manager shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed as "not provided" below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, which compensation due to the Architect as part of Basic Services is provided in Section 11.1.

If the Architect provides services at the Owner's request that are beyond responsibility identified below, the Architect shall be compensated in accordance with Section 11.2 below.

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect/ Owner	
§ 4.1.2 Multiple preliminary designs	Architect	Up to three design options
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Architect	Photos and owner provided existing drawings
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building information modeling	Architect	Revit modeling only
§ 4.1.7 Civil engineering	Architect	

§ 4.1.8	Landscape design	Architect	
§ 4.1.9	Architectural Interior Design (B252™–2007)	Architect	
§ 4.1.10	Value Analysis (B204™–2007)	Construction Manager	
§ 4.1.11	Detailed cost estimating	Construction Manager	
§ 4.1.12	On-site project representation	Construction Manager	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-designed record drawings	Not Provided	
§ 4.1.15	As-constructed record drawings	Architect/CM/GC	
§ 4.1.16	Post occupancy evaluation	Architect	11 month warrantee walk through
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner’s consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Architect/Engineering Consultant	Basic Services. Specialty Owner Provided Equipment and design not included.
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Architect with Owner’s consultant	In coordination with 4.1.20.
§ 4.1.22	Commissioning (B211™–2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™–2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Finishings, and Equipment Design (B253™–2007)	Architect	Moveable furniture is Owner’s responsibility. Case work designed by Architect

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

No Additional Services provided as of the date of this contract.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;

- .6 Deleted
- .7 Deleted
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
 - .2 Two (2) visits per month to the site by the Architect over the duration of the Project during construction
 - .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
 - .4 One (1) inspections for any portion of the Work to determine final completion
- These limits shall not apply where additional review is the result of errors and omissions by the Architect in the contract documents.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner with assistance from the Construction Manager shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid

unreasonable delay in the orderly and sequential progress of the Architect's services. Architect recognizes the existence of a fire station oversight committee. This committee may have input in certain decisions.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.13 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments, and charges required for construction, use or occupancy of permanent structures, or for permanent changes in existing facilities.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared

by the **Construction Manager**, **will be forwarded to the Architect**. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 **The** Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. **If the** Architect **makes an** estimate of the Cost of the Work **it** shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, **by the Architect**, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect and Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, **without** additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely

and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3

Change Orders: SEH provides services within industry-accepted standards of due care. Accordingly, we must recognize there may be inaccuracies and omissions in the documents. SEH recommends that the Owner establish a contingency budget as part of the soft costs to cover the direct and indirect costs of such inaccuracies and omissions. SEH's project manager and project team will provide services and additional drawings as necessary to correct and alleviate the situation created by the inaccuracies and omissions. These additional professional services will be provided without additional compensation by the Owner. The actual cost for the construction work involved will be applied to the contingency amount set aside for these items.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation through the Dane County Bar Mediation program as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Dane County Bar mediation process shall be used. If dispute resolution is not successful, section 8.2.4 shall be used.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)



ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7 Deleted

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Two Hundred Sixteen Thousand One Hundred Twenty Five Dollars (\$216,125.00)

Change in Scope: Insofar as the Owner's project scope and budget was the basis for the Architect's fee amount, changes to the original project scope and budget shall warrant the Architect additional compensation due to Owner requests. If the **building program** is found to exceed the original **building program** budget by more than **20** percent, and the Owner decides to continue with the expanded project scope, the Architect's fee shall be adjusted upwards in proportion by a like percentage.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

On an hourly basis per current billing rates for the consultants

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

On an hourly basis per current billing rates for the consultants

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus **Zero percent** (**0%**), or as otherwise stated below:

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Deleted
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

Under no circumstances shall the transfer of drawings or other instruments of service on electronic media for use by Owner be deemed a sale by Architect, and Architect makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid fort-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5% monthly 18% per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document A232™–2009, General Conditions of the Contract for Construction
-
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

XX

(Printed name and title)

(Signature)

Trevor M. Frank, AIA- Project Manager

(Printed name and title)



Shawn Pfaff, Mayor
Introduced by

Planning
Prepared by

Finance
Referred to

February 10, 2015
Date

RESOLUTION R-09-15
APPROVING CONTRACT WITH SEH FOR THE ARCHITECTURAL/ENGINEERING
SERVICES FOR THE NORTHWEST FIRE STATION BUILDING

WHEREAS, due to change in the scope of the Northwest Fire Station, a new agreement with the previously selected architectural firm is necessary, and

WHEREAS, the Finance Committee has reviewed the revised agreement and recommends approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Common Council hereby approves the selection of SEH for design services for the Northwest Fire Station in the amount of \$216,125.

BE IT FURTHER RESOLVED, that it authorizes the City Engineer and City Attorney to negotiate any necessary amendments with SEH, and for the Mayor and City Clerk to sign.

Adopted this _____ day of _____, 2015.

Approved: _____
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: **February 10, 2015** Ordinance Number:
Date to Report Back: **March 10, 2015** Resolution Number: **R-10-15**

Sponsored by: Mayor Drafted by: PRF Department

TITLE: Resolution Transferring Sole Ownership of the Nine Springs
 Golf Course LLC from Sam Schultz to Dan Larsen

Background: Mr. Sam Schultz has requested the transfer of sole ownership of the 2015 Nine Springs Golf Course LLC from himself to Dan Larsen. Under the lease agreement, approved by the Common Council (R-103-14) on November 11, 2014, Section 21- Assignment and Subleasing, this can only be completed with approval of the Common Council.

Please find as part of this referral the January 23rd, 2015 letter requesting this transfer.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Park Commission	Endl	March 5, 2015	
2	Finance	Roach	March 10, 2015	
3				
4				

Amendments:



Sam Schultz

P.G.A. Golf Professional

*Making your golf game better
Making golf a better game*

January 23, 2015

Dear Mr. Sewell,

It is my desire to retire and turn over the operation and management of the Nine Springs Golf Course to Mr. Dan Larsen, Nine Springs Golf Course, LLC.

The Mayor, Shawn Pfaff, is fully aware of this desired change. All conditions of the current lease should remain in force and will be the responsibility of Mr. Larsen and the Nine Springs Golf Course, LLC. Please make all future payments under the current lease to Nine Springs Golf Course, LLC in care of Mr. Dan Larsen.

Thank you for your consideration in this matter.


Sam Schultz
Nine Springs G.C. LLC

Shawn Pfaff, Mayor
Introduced By

PRF Department
Prepared by

Board of Public Works and Finance
Referred to

February 10, 2015
Date

RESOLUTION R-10-15
Resolution transferring sole ownership of the Nine Springs Golf Course LLC
from Sam Schultz to Dan Larsen

WHEREAS, the 2015 Nine Springs Golf Course Lease Agreement, approved by the Common Council with Resolution R-103-14 on November 11, 2014;and

WHEREAS, this lease agreement has Section number 21 named “Assignment and Subleasing”; and

WHEREAS, this Section 21 reads - Lessee warrants that R. Samuel Schultz (“Schultz”) is Lessee’s sole member. Schultz shall not transfer any interest in lessee nor shall lessor mortgage, hypothecate, pledge or otherwise encumber or assign the leasehold herein created; neither shall Lessee sublet the leased premises, in whole or in part, without prior written consent of the City Council; and

WHEREAS, Sam has submitted a request letter to transfer sole ownership from himself to Mr. Dan Larsen;

NOW THEREFORE BE IT HEREBY RESOLVED, by the Fitchburg Common Council that it this transfer of ownership is approved; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to sign this amended lease with Dan Larsen the length of this 2015 lease.

Adopted by the Common council of the City of Fitchburg this 10th day of March, 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: **February 10, 2015** Ordinance Number:
Date to Report Back: **February 24, 2015** Resolution Number: **R-12-15**

Sponsored by: Mayor

Drafted by: Public Works

TITLE: A RESOLUTION ACCEPTING A UNDERGROUND ELECTRIC - GAS MAIN RIGHT-OF-WAY GRANT ON OUTLOT 6 IN THE PLAT OF NORTH PARK, CITY OF FITCHBURG, WISCONSIN

Background:

Six foot (6') utility easements were provided on the North Park plat for gas, electric, telephone and cable. During construction, Madison Gas & Electric informed the developer that these easements were not wide enough to accommodate installation of the gas main in the same location as electric, telephone, and cable. The developer has requested additional easement area on Outlot 6 to accommodate these installations. The utilities within this additional easement area will service Lots 3 through 5 within the plat.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	2/16/15	
2	Plan Commission	Hovel	2/17/15	
3				
4				

Amendments:

**RIGHT-OF-WAY GRANT
UNDERGROUND ELECTRIC - GAS
MAIN**

Document No. _____

The undersigned, herein called Grantor, in consideration of One Dollar (\$1.00) and other valuable considerations, paid to Grantor by MADISON GAS AND ELECTRIC COMPANY, a Wisconsin corporation, Grantee, receipt of which is hereby acknowledged, does hereby grant, convey, and warrant unto said Grantee, its successors, and assigns, the perpetual right and easement to construct, maintain, and operate manholes, conduits, cables, pedestals, transformers, and other appurtenances necessary for the transmission and distribution of electrical current and Grantee's communication signals and to construct, lay, operate, maintain, inspect, replace, and remove a pipeline, including valves, metering, regulating, and other appurtenances necessary for the distribution of gas upon, along, across, under, and through the following described land located in Dane County, Wisconsin:

A strip of land, varying in width, located in Outlot 6, North Park Fitchburg, lying in part of the NE¼ of the NW¼ of Section 14, T6N-R9E, City of Fitchburg, Dane County, Wisconsin, said strip being more particularly described as follows:

See Exhibits "A" and "B" attached hereto.

This easement also to grant, convey, and warrant the subordinate and junior right of AT&T Wisconsin, a Wisconsin corporation, and Charter Communications, Inc., to install, remove, replace, access and maintain underground communication cables, television cables, and appurtenances, under, across, and through the right-of-way herein conveyed. In the event AT&T or Charter Communications defaults on their obligation hereby accepted, MGE shall not be liable and shall retain all rights herein granted.

THIS SPACE RESERVED FOR RECORDING DATA

Return To:
Rights-of-Way Department
Madison Gas and Electric Co.
P.O. Box 1231
Madison, WI 53701-1231

PIN 225/0609-142-0200-2

MGE Easement No. _____

TOGETHER with the right to enter upon said land for the above purposes, including repairing or removing the same, and the right to trim or remove such trees and brush as may now or hereafter interfere with or endanger said facilities. The Grantee shall not have the right to erect any fence or other structures unless otherwise specifically provided for herein. The Grantor shall have the right to use and enjoy the surface of the right-of-way conveyed hereby, but shall not interfere with the use of same by Grantee for purposes hereinabove granted. The Grantor shall not build, create, or construct any buildings or other structures, plant trees, inundate, or change the grade of said right-of-way, nor permit others to do so without the express written consent of the Grantee. It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future and that none of the rights herein granted shall be lost by non-use.

This Agreement is binding upon heirs, administrators, executors, and assigns of Grantor.

The undersigned warrants and represents that the undersigned has the proper power and authority to grant this Right-of-Way Grant.

WITNESS, the hand and seal of the Grantor(s) this _____ day of _____ 20____.

CITY OF FITCHBURG

_____ (SEAL) _____ (SEAL)

_____ (SEAL) _____ (SEAL)

STATE OF WISCONSIN)ss
COUNTY OF _____)

ACKNOWLEDGMENT

Personally came before me this _____ day of _____ 20____ the above-named _____

to me known (or satisfactorily proven) to be the person(s) who executed the foregoing instrument and acknowledged the same.

This instrument drafted by
Madison Gas and Electric Company
Drafter: Lawrence D. Foreman

Notary Public
State of Wisconsin
My commission expires _____

EXHIBIT A
DESCRIPTION

A varying width public utility easement to Madison Gas and Electric (MG&E) over, under, and across part of Outlot 6, North Park Fitchburg, as recorded in Volume 60-030A of Plats, on Pages 154-156, as Document Number 5087380, Dane County Registry, located in the NE ¼ of the NW ¼ of Section 14, in Township 06 North, Range 09 East, in the City of Fitchburg, Dane County, Wisconsin, more fully described as follows:

Beginning at the Southeast corner of said Outlot 6; thence N87°53'03" W along the southerly line of said Outlot 6, 90.00 feet; thence N02°06'57"E along the southerly line of said Outlot 6, 5.00 feet; thence N87°53'03"W along the southerly line of said Outlot 6, 78.17 feet; thence N42°53'03"W along the southwesterly line of said Outlot 6, 81.31 feet to a southwesterly corner of said Outlot 6; thence N02°06'57"E along the westerly line of said Outlot 6, 45.51 feet to a point of intersection with the southerly line of an existing six foot (6') wide public utility easement as platted on said North Park Fitchburg; thence S87°53'03"E along said southerly easement line, 3.00 feet to the westerly line of an existing 20' wide public sanitary sewer easement as platted on said North Park Fitchburg; thence S02°06'57"W along the westerly line of said easement, 18.58 feet; thence S04°01'51"E along the westerly line of said easement, 28.95 feet; thence S42°53'03"E, 74.44 feet; thence S87°53'03"E, 166.39 feet to the easterly line of said Outlot 6; thence S01°46'00"E along said easterly line of Outlot 6, 8.02 feet to the Point of Beginning.

LACY ROAD



LOT 3

Existing 20' Wide Public Sanitary Sewer Easement (as platted) Doc. #5087380

Existing 6' Wide Public Utility Easement (as platted) Doc. #5087380

OUTLOT 6

S. SYENE ROAD

OUTLOT 5

N2°06'57"E
45.51'

S87°53'03"E 3.00'

S2°06'57"W 18.58'

S4°01'51"E 28.95'

LOT 4

N42°53'03"W 81.31'

S42°53'03"E
74.44'

S1°46'00"E 8.02'

S87°53'03"E 166.39'

N87°53'03"W 78.17'

N2°06'57"E 5.00'

N87°53'03"W 90.00'

Point of Beginning
SE Corner of Outlot 6

OUTLOT 7

LOT 5



PROPOSED PUBLIC UTILITY EASEMENT

05 Jan 2015 - 4:41p M:\Little Creek Construction\130277_Fitchburg\Surveying\130277_Utility Easement Exhibit.dwg by: csha

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 B

SCALE	1"=50'	SHEET
CHECKED	MMAR	
DRAFTER	CSHA	
DATE	1/02/2015	
JOB NO.	130277	

Shawn Pfaff
Introduced by

Public Works
Drafted by

Board of Public Works & Planning
Committee

February 10, 2015
Date

RESOLUTION R-12-15

A RESOLUTION ACCEPTING A UNDERGROUND ELECTRIC - GAS MAIN RIGHT-OF-WAY GRANT ON OUTLOT 6 IN THE PLAT OF NORTH PARK, CITY OF FITCHBURG, WISCONSIN

WHEREAS, the developer of the North Park plat has put together a comprehensive development for this plat; and

WHEREAS, easements provided on the plat were not wide enough to accommodate installation of electric, gas, telephone and cable in the same location; and

WHEREAS, the developer has requested additional easement area on Outlot 6 to accommodate these installations; and

WHEREAS, the utilities within this additional easement area on Outlot 6 will service Lots 3 through 5 within the plat.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Fitchburg that it approves the underground electric – gas main right-of-way grant on Outlot 6 in the North Park 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: **February 10, 2015** Ordinance Number:
Date to Report Back: **February 24, 2015** Resolution Number: R-13-15

Sponsored by: Mayor Drafted by: Public Works

**TITLE: RESOLUTION ACCEPTING AN AGREEMENT OF EASEMENT FOR
PUBLIC PEDESTRIAN/BIKE PATH ON LOT 24 IN THE PLAT OF
TECHLANDS, CITY OF FITCHBURG, WISCONSIN**

Background:

The McGaw Neighborhood Plan includes a bike path to be installed along the south property line of Lot 24 in TechLands. The TechLands plat includes a public bike path and pedestrian easement for this bike path. In order to save the oak trees on Lot 24, the bike path needed to be moved north. Additional public pedestrian/bike path easement area is needed in order to install and maintain a bike path across this lot in the new location. This bike path will service the plat as well as community.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	2/16/15	
2	Plan Commission	Hovel	2/17/15	
3				
4				

Amendments:

AGREEMENT OF EASEMENT
FOR PEDESTRIAN / BIKE PATH

This Agreement of Easement for Pedestrian/Bike Path (the "Agreement") is granted this ____ day of _____, 2015, by Promega Corporation (the "Owner") to the CITY OF FITCHBURG, a municipal corporation (the "City").

R E C I T A L S:

- A. Owner is the fee holder of certain real property in the City of Fitchburg, County of Dane, State of Wisconsin, as more particularly described in Recital B, below (the "Property").
- B. The City has requested that Owner grant a permanent Public Pedestrian/Bike Path Easement (the "Easement") over that portion of Lot 24, TechLands, as recorded in Volume 60-028A of Plats, on Pages 144-145, as Document Number 5083285, Dane County Registry, located in the SE 1/4 of the NW 1/4 of Section, 15, Township 06 North , Range 09 East, City of Fitchburg, Dane County Wisconsin, more fully described as follows (the "Easement Area")::

The northern 25 feet of the southern 45 feet of said Lot 24.

AGREEMENT:

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

1. Assignment. Owner hereby grants the City, its successors, and assigns, the perpetual right and easement to construct, maintain and operate a path for use by the public upon, across and through the Easement Area.
2. Maintenance. The City shall maintain the path installed within the Easement in good condition and repair. The City shall have the right to enter the Easement Area to perform such maintenance, repair or replacement on such surface improvements.
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.
4. Covenants Run with Land. All of the terms, conditions, covenants and other provisions contained in this Agreement, including the benefits and burdens, shall run with the land

Recording Area

Return to:

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

Parcel Number:

225/0609-152-6754-2

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

5. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
6. Invalidity. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.
7. Binding. This easement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

By: _____

Name: _____

Title: _____

CITY OF FITCHBURG ("City")

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this ____ day of _____, 2015, the above named _____, who acknowledged himself/herself to be the _____ of _____, and to me known to be the person who executed the foregoing instrument as the _____ of such company by its authority, and acknowledged the same.

Name: _____

Printed Name: _____

Notary Public, State of Wisconsin
My Commission: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this ____ day of _____, 2015, the above named _____, who acknowledged himself/herself to be the _____ of the City of Fitchburg, and to me known to be the person who executed the foregoing instrument as the _____ of such city by its authority, and acknowledged the same.

Name: _____

Printed Name: _____

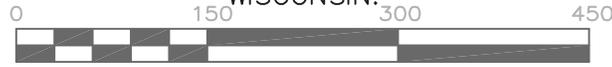
Notary Public, State of Wisconsin
My Commission: _____

This documents is authorized by Resolution R-__-15 adopted on _____,2015.
This document was drafted by Department of Public Works, City of Fitchburg.

EXHIBIT A

PUBLIC BIKE PATH AND PEDESTRIAN EASEMENT

THE NORTH 25 FEET OF THE SOUTH 45 FEET OF LOT 24, TECHLANDS, RECORDED AS DOC NO. 5083285, DANE COUNTY REGISTRY. LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWN 06 NORTH, RANGE 09 EAST, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.



SCALE : ONE INCH = ONE HUNDRED FIFTY FEET

NOBEL
DRIVE

GRID NORTH

BEARINGS ARE REFERENCED TO THE
SOUTH LINE OF LOT 24, PROPOSED
PLAT OF TECHLANDS

LOT 24

TECHLANDS

MICA
ROAD

PROPOSED 25' WIDE PUBLIC BIKE
PATH AND PEDESTRIAN EASEMENT

EXISTING 20' WIDE PUBLIC BIKE
PATH AND PEDESTRIAN EASEMENT

PREPARED FOR:
Promega Corporation
2800 Woods Hollow Road
Fitchburg, WI 53711

PREPARED BY :

Burse

surveying & engineering Inc.

1400 E. Washington Ave, Suite 158
Madison, WI 53703 608.250.9263

Fax: 608.250.9266

email: Mburse@BSE-INC.net

www.bursesurveyengr.com

PAGE 4 OF 4

Date: DEC 9, 2014

Plot View: EASE

\\PROJECTS\\BSE1714\\DWG\\BSE1714.DWG

Shawn Pfaff
Introduced by

Public Works
Drafted by

Board of Public Works & Planning
Committee

February 10, 2015
Date

RESOLUTION R-13-15

A RESOLUTION ACCEPTING AN AGREEMENT OF EASEMENT FOR PUBLIC PEDESTRIAN/BIKE PATH ON LOT 24 IN THE PLAT OF TECHLANDS, CITY OF FITCHBURG, WISCONSIN

WHEREAS, the developer the TechLands plat has put together a comprehensive development plan for this plat; and

WHEREAS, in conformance with the McGaw Neighborhood Plan a pedestrian/bike path is required along the south property line of Lot 24 in the TechLands plat; and

WHEREAS, a pedestrian/bike path easement was provided on the plat along the south property line of said lot; and

WHEREAS, additional easement area is needed in order to save the oak trees along the south property line of said lot; and

WHEREAS, the owner of Lot 24 has agreed to enter into an agreement of easement for pedestrian/bike path on Lot 24.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Fitchburg that it approves the agreement of easement for public pedestrian/bike path on Lot 24 in the TechLands 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 February, 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: **February 10, 2015** Ordinance Number:
 Date to Report Back: **February 24, 2015** Resolution Number: R-14-15

Sponsored by: Mayor Drafted by: Roach

TITLE: **RESOLUTION PROVIDING FOR THE SALE OF \$ _____
 GENERAL OBLIGATION PROMISSORY NOTES, SERIES
 2015A**

Background: This resolution begins the process of borrowing needed for capital projects completed in 2014. Final listing of projects is being determined and the resolution will be available in time for committee and council consideration. Approval of the bond sale is scheduled for March 24, 2015.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Finance	Roach	February 24, 2015	
2				
3				
4				

Amendments:

City of Fitchburg

Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred: February 10, 2015 Ordinance Number:
Date to Report Back: February 24, 2015 Resolution Number:

Sponsored by: Mayor Drafted by: Planning / Zoning

TITLE: Conditional Use Permit Request, CU-2050-15, by Andrew Lanz,
to Establish an Ice Cream Shop at 2981 Triverton Pike Drive, Lot
244 Second Addition to Highlands of Seminole

Background: Applicant has requested approval to locate a Chocolate Shoppe ice cream shop at 2981 Triverton Pike Drive in the former Great Clips space. The property is currently zoned B-G; restaurants, which include ice cream shops and concession stands, are a conditional use in this zoning district.

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

Amendments:

1-89608
you 1/26/15



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

CONDITIONAL USE PERMIT APPLICATION

The undersigned owner, or owner's authorized agent, of property herein described hereby applies for a conditional use permit for the following described property:

1. Location of Property:

Street Address: 2981 Triverton Pike Dr, Fitchburg WI 53711

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

Lot 244, Second Additon to Highlands of Seminole

***Also submit in electronic format (MS WORD or plain text) by email to: PLANNING@FITCHBURGWI.GOV

2. Current Use of Property: Vacant, formerly a Great Clips salon

3. Proposed Use of Property: Ice Cream Shop

4. Proposed Development Schedule: We would open about one and a half months after approval.

5. Zoning District: B-G

6. Future Land Use Plan Classification: Business

***Pursuant to Section 22-3(b) of the Fitchburg Zoning Ordinance, all Conditional Use Permits 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) pdf document of the entire submittal to planning@fitchburgwi.gov.

Additional information may be requested.

Type of Residential Development (If Applicable): _____

No. of Dwelling Units by Bedroom: 1 BR 2 BR 3 BR 4 or More

No. Of Parking Stalls: 42

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

Proposed Hours of Operation: 10-10 Summer, 11-9 Winter No. Of Employees: 12, 1-3 at any one time

Floor Area: 1000 sq ft No. Of Parking Stalls: 42

Sewer: Municipal Private Water: Municipal Private

Current Owner of Property: Livesey Company

Address: 2248 Deming Way, Suite 200, Middleton, WI 53562 Phone No: 608-833-2929

Contact Person: Andrew Lanz

Email: ajlanz@uwalumni.com

Address: 4462 Crescent Rd, Fitchburg, WI 53711 Phone No: 608-438-4739

Respectfully Submitted By: [Signature]

Owner's or Authorized Agent's Signature

** It is highly recommended that an applicant hold at least one neighborhood meeting prior to submitting an CUP application to identify any concerns or issues of surrounding residents.

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: 1/26/2015 Publish: _____

Ordinance Section No. _____ Fee Paid: \$ 445.00

Permit Request No. CU-2050-15



1/26/15

Dear City of Fitchburg,

Enclosed is my application to open an Ice Cream shop at 2981 Triverton Pike Dr. I'm excited to bring our super premium Ice Cream to Fitchburg! We feel that our shop will fit well in this center and neighborhood. While it will be located in a busy shopping center, our peak times of business dovetail well with the other businesses there. Starbuck is busiest in the morning when we won't even be open, and Noodles is busy at lunch and dinner. Our business is typically busiest between 2 and 4 and then again after dinner. It's also great to be in a walkable neighborhood! Please feel free to contact me with any questions or concerns. Thank you again for your time and consideration of this application.

Best,

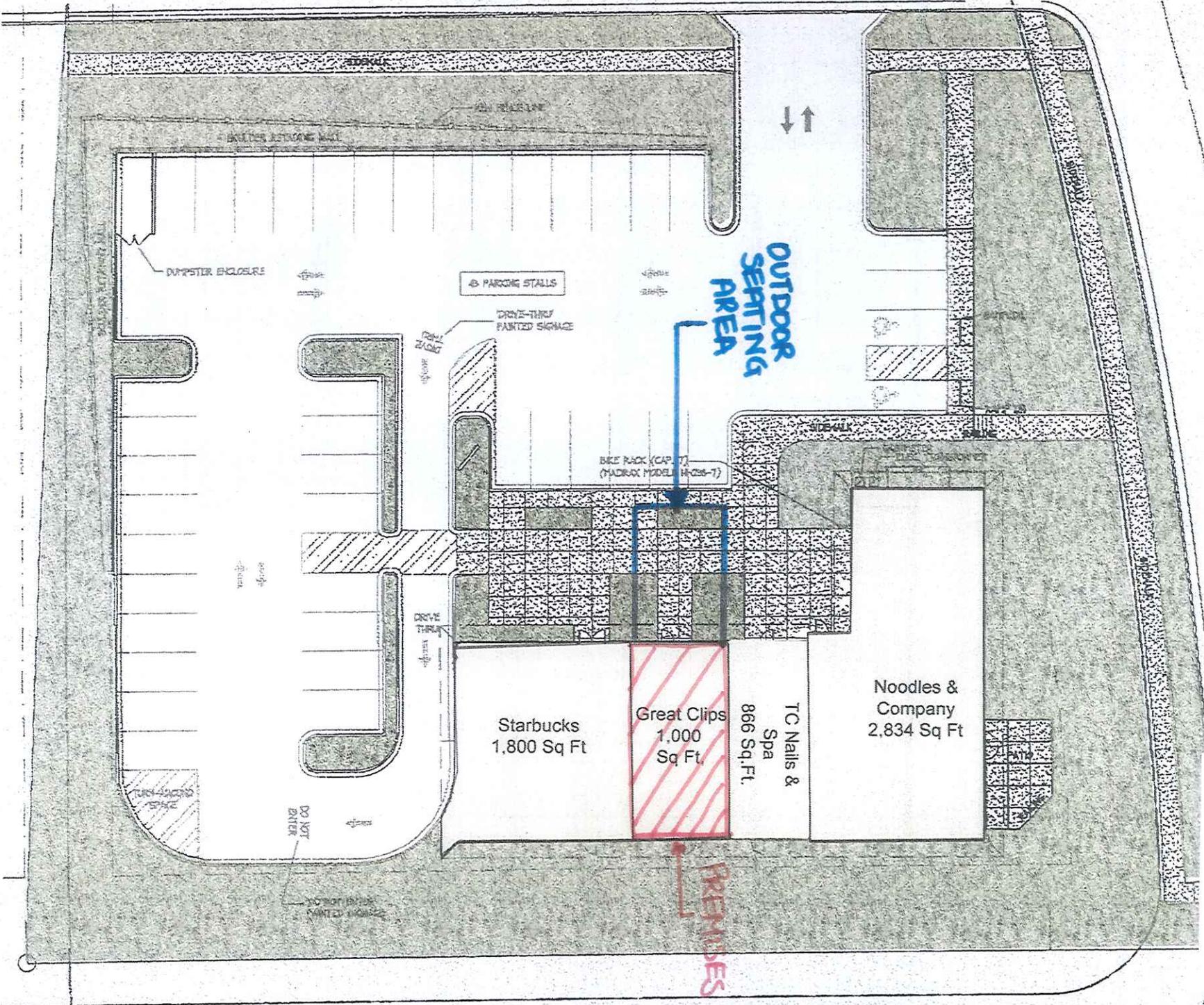
A handwritten signature in black ink, appearing to read "Andrew Lanz".

Andrew Lanz

Lanz Restaurants LLC DBA Chocolate Shoppe Ice Cream
4462 Crescent Rd, Fitchburg, WI 53711
608-438-4739 ~ ajlanz@uwalumni.com

TRIVERTON PIKE DRIVE

EXHIBIT A



PREMISES

OUTDOOR SEATING AREA

Noodles & Company
2,834 Sq Ft

TC Nails & Spa
866 Sq Ft.

Great Clips
1,000 Sq Ft.

Starbucks
1,800 Sq Ft

PARKING STALLS

DRIVE-THRU PAINTED SIGNAGE

BIKE RACK (CAP-IT)
(MADRIX MODEL #RCS-7)

DUMPSTER ENCLOSURE

SCAFFOLD

TURN-AROUND SPACE

DO NOT ENTER

DO NOT ENTER PAINTED SIGNAGE



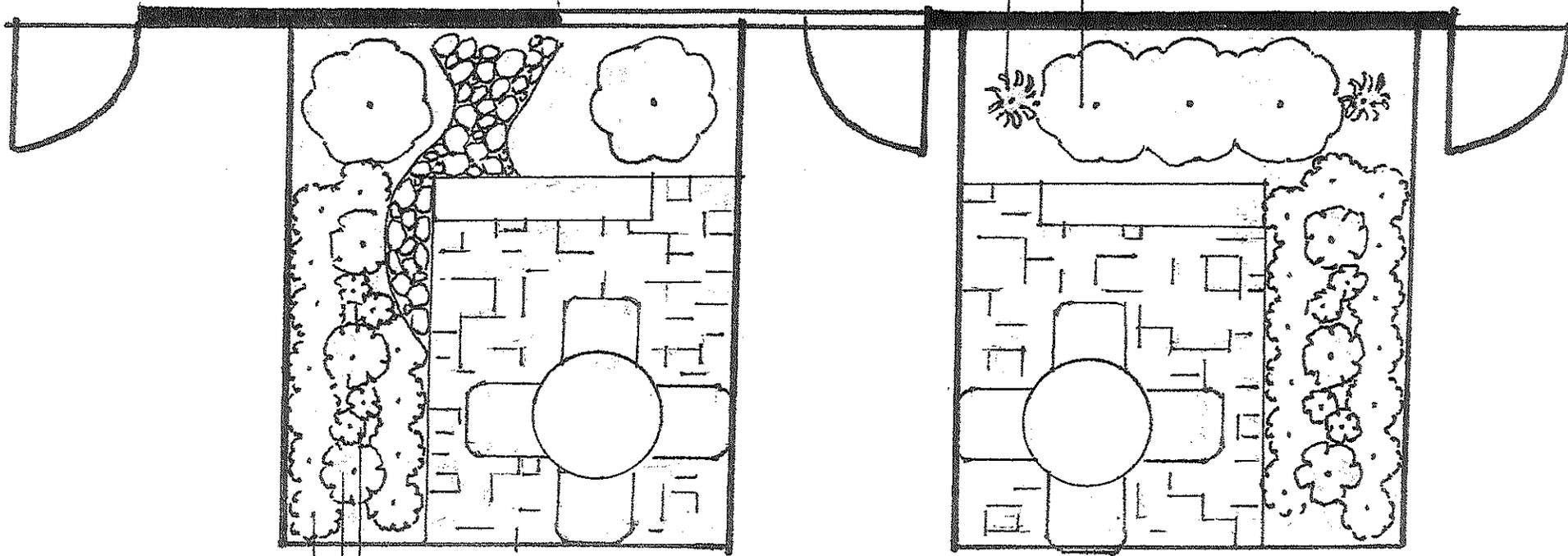
LANDSCAPE PLAN

CHOCOLATE SHORE ICE CREAM

2981 TRIVERTON PIKE DR, FITZBURG, WI

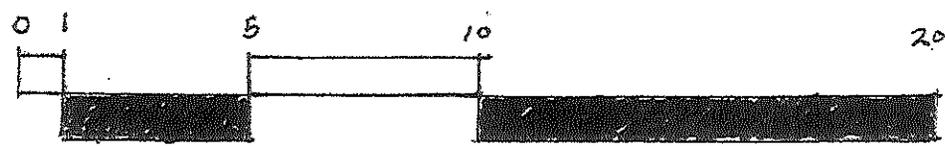
2 KARL FOERSTER GRASS

5 BOBO HYDRANGEA



- 8 MAGNUS CONEFLOWER
- 6 PLATINUM BLUE GLOBE THISTLE
- 28 HAPPY RETURNS DAYLILY

SCALE: 1" \approx 1/4"



City of Fitchburg

Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred: **February 10, 2015** Ordinance Number: **2015-O-06**
Date to Report Back: **February 24, 2015** Resolution Number:

Sponsored by: Alders Poole, Carpenter, Baumbach Drafted by: City Attorney

**TITLE: AN ORDINANCE AMENDING CHAPTER 56 ARTICLE IV -
ANIMAL CARE AND CONTROL, SECTION 56-74, PROHIBITED CONDUCT**

Background:

Alders Poole and Carpenter have requested that the City establish a leash law. Current ordinance only requires the owner or keeper to have the animal under immediate human voice control.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Public Safety & Human Services	Anderson	February 24, 2015	
2				
3				
4				

Amendments:

Alders Poole, Carpenter, Baumbach
Introduced by

City Attorney
Drafted by

Public Safety & Human Services
Direct Referred to

February 10, 2015
Date

ORDINANCE 2015-O-06

**AN ORDINANCE AMENDING CHAPTER 56 ARTICLE IV -
ANIMAL CARE AND CONTROL, SECTION 56-74, PROHIBITED CONDUCT**

The Common Council of the City of Fitchburg, Dane County, Wisconsin do ordain as follows:

Chapter 56 Article IV. Animal Care and Control Section 56-74(1) is amended to read:

- (1) *Run at large.* Run or be at large upon any street, alley or public place in the city or on property other than that of the owner or keeper except in the following areas:
 - (a) City Dog Park
 - (b) Public hunting grounds

Effective Date: This Ordinance shall take effect upon passage and publication.

Adopted this _____ day of February, 2015.

Approved by: _____
Shawn Pfaff, Mayor

Attested by: _____
Patti Anderson, City Clerk

Published: _____

City of Fitchburg

Committee or Commission Referral

Direct Referral Initiated by:
 Direct Referral Approved by:

Date Referred: **February 10, 2015** Ordinance Number: 2015-O-07
 Date to Report Back: **March 24, 2015** Resolution Number:

Sponsored by: Mayor Drafted by: Planning/Zoning

TITLE: AN ORDINANCE AMENDING CHAPTER 26 SIGN ORDINANCE TO AMEND SECTION 26-83(a) RELATIVE TO ON-SITE LED MOTOR VEHICLE FUEL PRICING SIGNS

Background: PDQ gas station at McKee Road/Kapec Road is looking to replace their existing motor vehicle fuel pricing sign with a new LED price sign. This is classified as an alternating sign under the Sign Ordinance and is therefore not permitted. This ordinance would amend the Sign Code to allow for an LED motor vehicle fuel pricing sign by conditional use permit approval.

State Statute requires that the motor vehicle fuel price be posted in a conspicuous place, most accessible to the public and once posted the price must remain in effect for at least 24 hours.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Plan Commission	Hovel/Badtke	March 17, 2015	
2				
3				
4				

Amendments:

Mayor Pfaff
Introduced By

Planning Dept.
Drafted By

Plan Commission
Referred to

February 10, 2015
Date

ORDINANCE NO. 2015-O-07
AN ORDINANCE AMENDING CHAPTER 26 SIGN ORDINANCE TO AMEND SECTION 26-83(a) RELATIVE TO ON-SITE LED MOTOR VEHICLE FUEL PRICING SIGNS.

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

SECTION 1: Section 26-83(a). Flashing and lighted signs, is hereby amended to read:

- (a) No flashing, alternating, rotating, or swinging sign, operated by mechanical means or wind driven, whether illuminated or not, is permitted except on-site time and temperature signs and on-site LED motor vehicle fuel pricing signs may be permitted by issuance of a conditional use permit by the plan commission. No flashing, alternating, rotating or swing flood, pot or beacon light is permitted for the purpose of illuminating any sign. No floodlight or spotlight illuminating any sign shall be located in such a manner as to permit its beam or glare of light to be directed onto surrounding premises or roadways. Each illuminated sign shall comply with the city electrical code.

SECTION 2: This ordinance shall take effect the day after its publication.

SECTION 3: 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 _____, 2015.

Shawn Pfaff, Mayor

Attested: _____

Patti Anderson, City Clerk

Published: _____, 2015

City of Fitchburg

Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred: **February 10, 2015** Ordinance Number: **2015-O-08**
Date to Report Back: **February 24, 2015** Resolution Number:

Sponsored by: Alders Poole, Carpenter, Baumbach Drafted by: City Attorney

TITLE: AN ORDINANCE AMENDING CHAPTER 70, SEC. 70-309 – FORFEITURES SCHEDULE

Background:

The Chapter 70 Forfeiture Schedule is being amended in conjunction with the changes being made to the Chapter 56 Animal Control. Ordinance violations related to Chapter 56 are outlined in the amended forfeiture schedule.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Public Safety & Human Services	Anderson	February 24, 2015	
2				
3				
4				

Amendments:

Alders Poole, Carpenter, Baumbach
Introduced by

City Attorney
Drafted by

Public Safety & Human Services
Direct Referred to

February 10, 2015
Date

ORDINANCE 2015-O-08

AN ORDINANCE AMENDING CHAPTER 70, SEC. 70-309 – FORFEITURES SCHEDULE

The Common Council of the City of Fitchburg, Dane County, Wisconsin do ordain as follows:

Chapter 70, Sec. 70-309 Forfeiture Schedule is amended as follows:

Delete: ~~56-74 Prohibited animal conduct — \$0 - \$50~~

Add:

56-74 (1)	Run at large Second and subsequent offenses within a 2 year period	\$0 - \$50 \$0 - \$500
56-74 (2)	Attack pedestrians Second and subsequent offenses within a 2 year period	\$0 - \$200 \$0 - \$500
56-74 (3)	Attack other animals Second and subsequent offenses within a 2 year period	\$0 - \$200 \$0 - \$500
56-74 (4)-(7)	Other prohibited animal conduct	\$0 - \$50

Effective Date: This Ordinance shall take effect upon passage and publication.

Adopted this _____ day of February, 2015.

Approved by: _____
Shawn Pfaff, Mayor

Attested by: _____
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 27, 2015** Ordinance Number: **2015-O-05**
Date to Report Back: **February 10, 2015** Resolution Number:

Sponsored by: Mayor Drafted by: City Attorney

TITLE: AN ORDINANCE TO REPEAL AND RECREATE
CHAPTER 66 – SECONDHAND GOODS

Background:

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Public Safety & Human Services	Anderson	February 10, 2015	
2				
3				
4				

Amendments:

CHAPTER 66 – SECONDHAND GOODS

Article I IN GENERAL

Sec. 66-1. Statutes adopted.

Except as otherwise specifically provided in this chapter, the statutory provisions of Section 134.71, Wisconsin Statutes, describing and defining regulation of pawn brokers and secondhand article and jewelry dealers, including procedures for prosecution, are adopted and by reference made a part of this section as if set forth fully herein. Any act required to be performed or prohibited by any regulation incorporated herein by reference is required or prohibited by this section. Any future amendments, revisions or modifications of the statutory regulations in Section 134.71, Wisconsin Statutes, as incorporated herein, are intended to be made part of this section and are adopted by reference. Any person who shall within the city, violate any provisions of any statute incorporated herein by reference shall be deemed guilty of an offense under this section.

Sec. 66-2. Reporting System Established.

This chapter implements and establishes the required use of a reporting system to help the police department better regulate current and future pawnshops, secondhand article and second hand jewelry dealers and to increase identification of criminal activities associated with these uses through the timely collection and sharing of transaction information. Pawnbrokers, secondhand article and second hand jewelry dealers must submit every reportable transaction to the police department. Persons licensed under this chapter must provide to the police department all required information pursuant to State Statute, through means designated by the Fitchburg Police Department.

Sec. 66-3. Inspection of Items.

At all times during the term of the license, the pawnbroker, secondhand article, or second hand jewelry dealer shall allow the police department to enter the premises where the licensed business is located, including all off-site storage facilities, during normal business hours (or at other times in the case of an emergency), for the purpose of inspecting such premises and inspecting the items, wares, merchandise, and records therein to verify compliance with this chapter or other applicable laws.

Secs. 66-4-66-20. Reserved.

Article II. Licenses

Sec. 66-21. Required.

No person, firm or corporation may operate as a pawnbroker, secondhand article, or second hand jewelry dealer in the city without first obtaining a license under this chapter.

Sec. 66-22. Display of License.

Each license issued under this chapter shall be displayed in a conspicuous place visible to anyone entering a licensed premise.

Sec. 66-23. Application.

Written applications for licenses under this section for specific premises, together with the applicable license fees, shall be filed with the city clerk for presentation to the public safety and human services committee who shall make the final decision on any new or renewal application. The clerk shall file a copy of such application with the police department and the planning department within five business days after receipt. Licenses issued under this section shall not be transferable. The application shall state the following:

- (1) The applicant's name, place and date of birth, residence address, and residence addresses for the ten-year period prior to the date of the application.
- (2) The name and address of the business and of the owner of the business premises.
- (3) Whether the applicant is a natural person, corporation, limited liability company, or partnership, and:
 - (a) If the applicant is a corporation, the state where incorporated and the names and addresses of all officers and directors.
 - (b) If the applicant is a partnership, the names and addresses of all partners.
 - (c) If the applicant is a limited liability company, the names and addresses of all members.
 - (d) The name of the manager or proprietor of the business.
 - (e) Any other information that the clerk may reasonably require.
- (4) A statement as to whether the applicant, including an individual, agent, officer, director, member, partner, manager, or proprietor, has been convicted of any crime, statutory violation punishable by forfeiture, or county or municipal ordinance violation. If so, the applicant must furnish information as to the time, place, and offense of all such convictions.
- (5) Whether the applicant or any other person listed in subsection (4) above has ever used or been known by a name other than the applicant's name, and if so, the name or names used and information concerning dates and places used.
- (6) Whether the applicant or any other person listed in subsection (4) above has previously been denied or had revoked or suspended a pawnbroker, secondhand dealer or secondhand jeweler license from any other governmental unit. If so, the applicant must furnish information as to the date, location, and reason for the action.

Sec. 66-24. Investigation of License Applicant.

The police department shall investigate each applicant and any other person listed in section 66-23(3) above for a pawnbroker, secondhand article, or secondhand jewelry dealer license. The department shall furnish the information derived from that investigation in writing to the city clerk. The investigation shall include each agent, officer, member, partner, manager, or proprietor.

Sec. 66-25. Issuance.

- (1) The city council shall grant the license if all of the following apply:
 - (a) The applicant, including an individual, a partner, a member of a limited liability company, a manager, a proprietor, or an officer, director, or agent of any corporate applicant, does not have an arrest or conviction record, subject to Sections 111.321, 111.322 and 111.335, Wisconsin Statutes.

- (b) With respect to an applicant for a pawnbroker's license, the applicant provides to the governing body a bond of one thousand dollars (\$1,000.00), with not less than two sureties, for the observation of all municipal ordinances or state or federal laws relating to pawnbrokers.
 - (c) All zoning approvals have been obtained for the property upon which the pawnbroker, secondhand article, or secondhand jewelry dealer operation will be conducted, and, general conformance with the city's development standards on the subject site is established or maintained.
- (2) No license issued under this subsection may be transferred to another party, or another site owned or operated by the applicant or another party.
 - (3) Each license is valid from January 1 until the following December 31.
 - (4) Notwithstanding anything above, public safety and human services committee may place conditions on the conduct of the operation as may be appropriate to protect the health, safety and general welfare of the City.

Sec. 66-26. Fees.

The license fee under this chapter shall be as contained in the City of Fitchburg Fees and Licenses Schedule.

Sec. 66-27. Appeal to Common Council.

If the applicant for a license wishes to appeal the decision made by the public safety and human services committee, the applicant shall have the right to have the committee's decision heard by the common council, as long as the applicant requests said appeal within five business days from the committee's decision.

(Comp. Ords 2009, ss 12.01(5))

Secs. 66-35-66-50. Reserved

ARTICLE III. REGULATIONS

Sec. 66-51. Identification Requirements.

No pawnbroker, secondhand article, or secondhand jewelry dealer may engage in a transaction of purchase, receipt, or exchange of any secondhand article from a customer without first securing adequate identification from the customer. At the time of the transaction, the pawnbroker, secondhand article, or secondhand jewelry dealer shall require the customer to present one of the following types of identification:

- (a) Current, valid Wisconsin driver's license;
- (b) Current, valid Wisconsin identification card;
- (c) Current, valid photo identification card or photo driver's license issued by another state or province of Canada.

Sec. 66-52. Transactions with Minors.

- (a) Except as provided in subsection (b), no pawnbroker, secondhand article, or secondhand jewelry dealer may engage in a transaction of purchase, receipt, or exchange of any secondhand article from any minor, defined as a person under the age of eighteen (18) years.
- (b) A pawnbroker, secondhand article, or secondhand jewelry dealer may engage in a transaction described under subsection (a) if the minor is accompanied by his or her parent or guardian at the time of the transaction and the parent or guardian signs the transaction form and provides identification as required by this section.

Sec. 66-53. Records Required.

At the time of any reportable transaction other than renewals, extensions, or redemptions, every pawnbroker, secondhand article, or secondhand jewelry dealer must immediately record in English the following information by using ink or other indelible medium on forms or in a computerized record approved by the police department:

- (a) A complete and accurate description of each item, including, but not limited to any trademark, identification number, serial number, model number, brand name, or other identifying mark on such an item.
- (b) The purchase price, amount of money loaned upon or pledged therefore.
- (c) The maturity date of the transaction and the amount due, including monthly and annual interest rates and all pawn fees and charges.
- (d) Date, time, and place the item of property was received by the pawnbroker, secondhand dealer or secondhand jeweler, and a unique alpha and/or numeric transaction identifier that distinguishes it from all other transactions in the pawnbroker or secondhand dealer's records.
- (e) Full name, current residence address, current residence telephone number, date of birth, and accurate description of the person from whom the item of property was received, including sex, height, weight, race, color of eyes, and color of hair.
- (f) The identification number and state of issue from any of the following forms of identification of the seller:
 - i. Current, valid Wisconsin driver's license;
 - ii. Current, valid Wisconsin identification card;
 - iii. Current, valid photo identification card or photo driver's license issued by another state or province of Canada.
- (g) The signature of the person identified in the transaction.

- (h) Renewals, extensions, and redemptions. The pawnbroker, secondhand article, or secondhand jewelry dealer shall provide the original transaction identifier, the date of the current transaction, and the type of transaction for renewals, extensions, and redemptions.
- (i) Record retention. Data entries shall be retained for at least one year from the date of transaction.
- (j) For every secondhand article purchased, received, or exchanged by a pawnbroker, secondhand article, or secondhand jewelry dealer from a customer of the pawnbroker, secondhand article, or secondhand jewelry dealer's premises, or consigned to the pawnbroker, secondhand article, or secondhand jewelry dealer for sale on their premises, the pawnbroker, secondhand article, or secondhand jewelry dealer shall keep a written inventory. In this inventory the pawnbroker, secondhand article, or secondhand jewelry dealer shall record the name and address of each customer, the date, time, and place of the transaction, and a detailed description of the article that is the subject of the transaction. The customer shall sign his or her name on a declaration of ownership of the secondhand article identified in the inventory and shall state that he or she owns the secondhand article. The pawnbroker, secondhand article, or secondhand jewelry dealer shall retain an original and a duplicate of each entry and declaration of ownership relating to the purchase, receipt, or exchange of any secondhand article for not less than one year after the date of the transaction, except as provided in subsection 66-56, and shall make duplicates of the inventory and declarations of ownership available to any law enforcement officer for inspection at any reasonable time.

Sec. 66-54. Premise Requirements.

- (1) At all times the licensee shall have fully functional surveillance equipment of sufficient quantity and quality as determined by the Police Department.
- (2) Prior to initial occupancy of the premises described in the license, the Police Department shall perform a walk-through verifying that all terms and conditions contained in the license have been complied with.

Sec. 66-55. Holding Period.

- (a) Except as provided in subsection (c) below, any secondhand article other than gold and silver coins, or bullion purchased or received by a pawnbroker, secondhand article, or secondhand jewelry dealer shall be kept on the premises or other place for safekeeping for not less than thirty (30) days after the date of purchase or receipt, unless the person known by the pawnbroker, secondhand article, or secondhand jewelry dealer to be the lawful owner of the secondhand article redeems it. The holding period for secondhand jewelry, gold or silver coins or bullion shall be twenty-one (21) days.
- (b) During the period set forth in subsection (a) above, the secondhand article shall be held separate from saleable inventory and may not be altered in any manner. The pawnbroker, secondhand article, or secondhand jewelry dealer shall permit any law enforcement officer to inspect the secondhand article during this period. Within twenty-four (24) hours after a request of a law enforcement officer during this period, a

pawnbroker, secondhand article, or secondhand jewelry dealer shall make available for inspection any secondhand article which is kept off the premises for safekeeping.

- (c) Subsections (a) and (b) do not apply to a secondhand article consigned to a pawnbroker, secondhand article, or secondhand jewelry dealer.

Sec. 66-56. Redemption Period.

Any person pledging, pawning or depositing any item for security must have a minimum of sixty (60) days from the date of that transaction to redeem the item before it may be forfeited and sold. During the 60-day holding period, items may not be removed from the licensed location. Pawnbrokers, secondhand article, or secondhand jewelry dealers are prohibited from redeeming any item to anyone other than the person to whom the receipt was issued, to any person identified in a written and notarized authorization to redeem the property identified in the receipt, or to a person identified in writing by the pledger at the time of the initial transaction and signed by the pledger, or with the approval of the police department. Written authorization for release of property to persons other than the original pledger must be maintained along with the original transaction record in accordance with subsection 66-53(i).

Sec. 66-57. Police Order to Hold Property.

- (a) Investigative hold. Whenever a law enforcement officer from any agency notifies a pawnbroker, secondhand article, or secondhand jewelry dealer not to sell an item, the item must not be sold or removed from the premises. The investigative hold shall be confirmed in writing by the originating agency within seventy-two (72) hours and will remain in effect for fifteen (15) days from the date of initial notification, or until the investigative order is canceled, or until an order to confiscate is issued, pursuant to subsection b., whichever comes first
- (b) Order to confiscate.
 - (1) If an item is identified as stolen or evidence in a criminal case, the police department may physically confiscate and remove it from the shop, pursuant to a written order from the police department.
 - (2) When an item is confiscated, the person doing so shall provide identification upon request of the pawnbroker, secondhand article, or secondhand jewelry dealer, and shall provide the pawnbroker, secondhand article, or secondhand jewelry dealer with the name and phone number of the confiscating officer and the case number related to the confiscation.
 - (3) When an order to confiscate is no longer necessary, the police department shall so notify the pawnbroker, secondhand article, or secondhand jewelry dealer.

Sec. 66-58. Reports to Police.

- (a) Pawnbrokers must submit every reportable transaction to the Fitchburg Police Department daily in the following manner. Pawnbrokers must provide to the police department all information required in section 66-53 and other required information, by transferring it from their computer to the electronic reporting system. All required records must be transmitted completely and accurately after the close of business each day in accordance with standards and procedures established by the police department

using procedures that address security concerns of the pawnbroker and the police department.

- (1) Billable transaction fees. Pawnbrokers will be charged for each billable transaction reported to the police department. These fees are intended to pay for the cost of participation in the electronic reporting system.
- (2) If a pawnbroker is unable to successfully transfer the required reports by computer, the pawnbroker must provide the police department with printed copies of all reportable transactions by twelve noon the next business day.
- (3) For each transaction of purchase, secondhand article and secondhand jewelry dealers must submit a completed copy of a report containing all information required in section 66.53 to the Fitchburg Police Department daily. The report shall be submitted in the electronic reporting system.
 - (a) The pawnbroker, secondhand article, or secondhand jewelry dealer must display a sign of sufficient size in a conspicuous place on the premises which informs all patrons that all transactions are reported to the department.

Sec. 66-59. Exception for Customer Return or Exchange.

Nothing in this section applies to the return or exchange from a customer to a pawnbroker, secondhand article, or secondhand jewelry dealer of any secondhand article purchased from the pawnbroker, secondhand article, or secondhand jewelry dealer.

- (a) Every pawnbroker, secondhand article, or second hand jewelry dealer must provide a receipt to the party identified in every reportable transaction and must maintain a duplicate of that receipt for three years. The receipt must include at least the following information:
 - (1) The name, address, and telephone number of the licensed business.
 - (2) The date and time the item was received by the pawnbroker, secondhand article, or secondhand jewelry dealer.
 - (3) Whether the item was pawned or sold, or the nature of the transaction.
 - (4) An accurate description of each item received, including, but not limited to, any trademark, identification number, serial number, model number, brand name, or other identifying mark on such an item.
 - (5) The signature or unique identifier of the pawnbroker, secondhand article, or secondhand jewelry dealer or employee that conducted the transaction.
 - (6) The amount advanced or paid.
 - (7) The monthly and annual interest rates, including all pawn fees and charges.
 - (8) The last regular day of business by which the item must be redeemed by the pledger without risk that the item will be sold, and the amount necessary to redeem the pawned item on that date.

- (9) The full name, residence address, residence telephone number, and date of birth of the pledger or seller.
- (10) The identification number and state of issue from any of the following forms of identification of the seller:
 - a. Current, valid Wisconsin driver's license.
 - b. Current, valid Wisconsin identification card.
 - c. Current, valid photo driver's license or identification card issued by another state or province of Canada.
- (11) Description of the pledger or seller, including approximate sex, height, weight, race, color of eyes, and color of hair.
- (12) The signature of the pledger or seller.

Sec. 66-60. Label Required.

Pawnbrokers, secondhand article, or secondhand jewelry dealers must attach a label to every item at the time it is pawned, purchased, or received in inventory from any reportable transaction. Permanently recorded on this label must be the number or name that identifies the transaction in the shop's records, the transaction date, the name of the item and the description or the model and serial number of the items as reported to the police department, whichever is applicable, and the date the item is out of pawn or can be sold, if applicable. Labels shall not be reused.

Sec. 66-61. Prohibited Acts.

- (1) No person under the age of eighteen (18) years may pawn or sell or attempt to pawn or sell goods with any pawnbroker, secondhand article, or secondhand jewelry dealer, nor may any pawnbroker, secondhand article, or secondhand jewelry dealer receive any goods from a person under the age of eighteen (18) years, except as permitted by subsection 66-52(b).
- (2) No pawnbroker, secondhand article, or secondhand jewelry dealer may receive any goods from a person of unsound mind or an intoxicated person.
- (3) No pawnbroker, secondhand article, or secondhand jewelry dealer may receive any goods unless the seller presents identification in the form of a valid driver's license, a valid state of Wisconsin identification card, or current, valid photo driver's license or identification card issued by the state of residency of the person from whom the item was received.
- (4) No pawnbroker, secondhand article, or secondhand jewelry dealer may receive any item of property that possesses an altered or obliterated serial number or other identification number, or any item of property that has had its serial number removed.
- (5) No person may pawn, pledge, sell, consign, leave, or deposit any article of property not their own, nor shall any person pawn, pledge, sell, consign, leave, or deposit the property of another, whether with permission or without, nor shall any person pawn, pledge, sell, consign, leave, or deposit any article of property in which another has a security interest with any pawnbroker.

- (6) No person seeking to pawn, pledge, sell, consign, leave, or deposit any article of property with any pawnbroker, secondhand article, or secondhand jewelry dealer shall give a false or fictitious name, nor give a false date of birth, nor give a false or out-of-date address of residence or telephone number, nor present a false or altered identification or the identification of another to any pawnbroker, secondhand article, or secondhand jewelry dealer.

Sec. 66-62. Revocation

- (1) A license issued hereunder may be denied, revoked, or suspended by the city clerk upon administrative determination that the licensee has committed fraud, misrepresentation, or provided a false statement in the application for a license, or violated this chapter or Sections 134.71, 943.34, 948.62 or 948.63, Wisconsin Statutes, or violated any local, state, or federal law substantially related to the businesses licensed under this chapter.
- (2) The city clerk may deny, suspend, or revoke any license issued under this section upon administrative determination that the applicant is not a citizen of the United States or a resident alien, or upon whom it is impractical or impossible to conduct a background or financial investigation due to the unavailability of information.

Sec. 66-63. Additional Regulation of Flea Markets.

In addition to the requirements adopted under section (66-1), the following shall also apply to flea markets:

- (1) Definitions. As used in the ordinance codified in this chapter, the following terms shall have the following meanings, unless the context clearly indicates that a different meaning is intended:
 - "Flea market" means a market, indoors or out of doors, where new or used items are sold from individual locations, with each location being operated independently from the other locations. Items sold include but are not limited to household items, antiques, rare items, decorations, used books and used magazines. A flea market does not include the sale of produce or other perishable products at retail or wholesale by a resident of this state.
 - "Flea market seller" means a person, firm or corporation selling items or offering items for sale at a flea market.
 - "Market" means a place where goods are sold to the public.
- (2) License Required. No person, firm or corporation shall operate the business of renting space or allocating space to flea market sellers without first obtaining a license therefore from the city. Applications for license shall be made to the city clerk, on forms provided by the city clerk, and in accordance with the provisions adopted in section (66-1). The common council may restrict the license for use on certain dates and times. The site for the flea market shall comply with city zoning requirements.

- (3) Information to be Filed. The information to be filed with the city clerk, pursuant to the ordinance codified in this chapter and in addition to any information required under section(66-1), shall be as follows:
 - (a) Name of person, firm, group, corporation, association, or organization conducting the sale;
 - (b) Name of owner of the property on which the sale is to be conducted, and consent of owner if applicant is other than the owner;
 - (c) Location at which sale is to be conducted;
 - (d) Number of days of sale;
 - (e) Date, nature of any past sale;
 - (f) Relationship or connection applicant may have had with any other person, firm, group, organization, association, or corporation conducting the sale and the date or dates of such sale;
 - (g) Whether or not applicant has been issued any other vendor's license by any local, state or federal agency;
 - (h) Sworn statement or affirmation by the person signing that the information therein given is full and true and known to him or her to be so.
- (4) Records to be Kept by Licensee. Each person required by the ordinance codified in this chapter to obtain a license shall keep accurate records of the names and addresses of each flea market seller, together with a brief description of the type or types of merchandise offered for sale by that seller.
- (5) More Than One Market. Any person, firm or corporation renting or allocating space to flea market sellers in more than one place of business shall be required to obtain a license for each place of business, provided that one license shall be adequate for locations that are on the same lot, adjacent lots or lots separated only by an alley.
- (6) Unlawful Transactions. No person shall sell or offer for sale at any flea market any goods known to such person to be stolen.
- (7) Hours. Flea market may remain open for business between the hours of nine a.m. and eight p.m., unless otherwise specified on the license at time of issuance.

Mayor
Introduced by

City Attorney
Drafted by

Public Safety and Human Services
Referred to

January 27, 2015
Date

ORDINANCE 2015-O-05

AN ORDINANCE TO REPEAL AND RECREAT CHAPTER 66 – SECONDHAND GOODS

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

Section 1 – Pursuant to Wis. Stat. 66.0103, that the proposed new Chapter 66 of the Fitchburg Code of Ordinances, which has been available for public inspection not less than 2 weeks prior to it being enacted, is hereby adopted by reference as is fully set forth herein.

Section 2 - The City Clerk is directed to publish a copy of this enabling ordinance and to keep a copy on file in his/her office permanently and open for public inspection during regular office hours, Chapter 66 of the Fitchburg Code of Ordinances being repealed and recreated, as adopted hereby.

Section 3 – Except as otherwise set forth herein, after approval by the Common Council, this Ordinance and Chapter 66 of the Fitchburg General Code of Ordinances as repealed and recreated, hereby take effect on the day after publication.

Adopted this _____ day of February, 2015.

Approved by: _____
Shawn Pfaff, Mayor

Attested by: _____
Patti Anderson, City Clerk

Published: _____

City of Fitchburg

Committee of Commission Referral

Direct Referral Initiated by: Mayor Pfaff
Direct Referral Approved by:

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

Ordinance Number:
Resolution Number: R-06-15

Sponsored by: Mayor Pfaff

Drafted by: Roach

TITLE: Accepting 2014 Donations

Background: Annually, the City Council reviews and accepts donations received, in accordance with Ordinance Sec. 10-161

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Direct to Council	Roach	February 10, 2015	
2				
3				
4				

Amendments:

2014 Donations/Gifts to the City of Fitchburg

ADMINISTRATION:

Mr. Gurdip Brar – Kiwanis Club	Cookies
North Shore Bank	2015 Calendar
Anchor Bank	2015 Calendars
Randy Lenz, Realty Executives	\$10 Panera Gift Card (will be used for United Way)
Oregon OFroYo	Assorted frozen yogurt for United Way fundraising
Fitchburg Cycles	\$75 gift certificate for United Way fundraising
Elements Massage	\$40 gift certificate for United Way fundraising
Strand Associates	Wall Calendar
Placon	Pocket Calendar
Unified Newspaper Group	Calendar Strips & (10) 4 year calendars
Firehouse Subs	6 cookies & bags of chips
Precise Computer Consulting	Danish butter cookies
SEP Software	Book “The Darwin Awards Countdown to Extinction”

ECONOMIC DEVELOPMENT

Julie @ Creative Marketing	Desk calendar
Toppers Pizza	(2) Gift certificates for my size pizza & breadsticks (used for United Way fundraising)
Joel Minkoff, General Beverage	2 bottles of wine (used for Employee Appreciation luncheon door prize)
Placon	Pocket Calendar

PARKS, RECREATION & FORESTRY DEPARTMENT

Roemer & Carlson - Coventry Village	Recipe Book
Dane County Bar Association	\$2,991.50 (benches and apple/shade trees for tree Planting at Belmar Hills Park)
Various	\$314.00 for Arbor/Bird Day event (tree & general)
Sandhia McLeod	\$550.00 memorial bench @ Swan Creek Park
Coldwell Bank – Phil Sveum	\$250.00 Community Day @ Nine Springs
Jean & Jerry Sieling	\$100.00 Community Day @ Nine Springs
Memorial United Church of Christ	\$100.00 Community Day @ Nine Springs
Alice Jenson	\$50.00 Community Day @ Nine Springs

FIRE DEPARTMENT

Custom Fab & Body	12 month hanging calendar
University of Illinois	12 month hanging calendar
Local Church Group	Basket of fruit, popcorn hot cocoa & other snacks
Local Resident	Dozen cookies
HyVee	25 cases of bottled water for Open House
Badger Popcorn	4 cases of popcorn & bags for Open House

TriNorth Builders
Rowing Club
Boys Scouts
Mr. & Mrs. Nick Loeper
Eagle School

\$227.50 to purchase hotdogs for Open House
Donated time to help with concessions for Open House
54 bags microwave popcorn
box of Ukrainian chocolate & coffee from Malawi
cookies & fruit basket

FINANCE

Norman Ehiorobo,
Payment Service Network, Inc.

Baker Tilly
Civic
North Shore Bank
Anchor Bank
Park Bank
Park Bank (throughout the year)

Gift basket with assorted food items (used for Employee
Appreciation luncheon door prize)
donuts
cookies
calendar
calendar
2 dz. assorted cookies from The Rolling Pin (December)
Bags of popcorn on Friday's

SENIOR CENTER

Phil Sveum/Coldwell Banker
Wisconsin State Journal
Panera
Copp's
Bread Barn
Lee & Mary Ihlendfeldt
Lynn Tieman
Home Depot
Senior Helpers
Brown Sales
Oak Park Place
Nimlos Family
Sushil Bansil Family
Fitchburg Senior Center Friends
Fitchburg Senior Center Friends

magazine subscriptions
daily newspaper
day old bakery items (throughout year)
day old bakery items (throughout year)
day old bakery items (throughout year)
poinsettias
durable medical equipment
light bulbs, furnace filters
candles, pens, note pads
podium cover
caramel corn
indoor wood bench
memorial fund \$300
\$100 front entrance flowers
\$50 monthly movies/entertainment
\$7,275 special needs assistance to seniors
\$60 golf cart ride program
\$300 Crane Foundation tour
\$2,000 dining room chairs
\$443 meals for Veterans and guests
\$90 Thanksgiving meals
\$157.50 Christmas meals

PUBLIC WORKS (Streets/Utilities/Parks)

Gerber Leisure Products	seesaw toy, candy
Pellitteri Waste	cheese and crackers
Green Bay Pipe & TV	cheese and crackers
RNOW	cheese
CTW	desk calendar
Maurie Rott/Batterman Engineers	16 oz. box of sea salt caramels
Terry Wanta/Home Comfort Co.	tray of assorted cookies
Eric Heuhauser/CGC, Inc.	popcorn tin
Ann – Pellitteri Waste	meat and cheese tray
Matthew Richards/Strand Associates	2015 calendar
Travis Brenner/Graybar	meat, cheese and cracker tray

POLICE DEPARTMENT

Copps	\$100 Gift card for end of Latino & Black Youth Academy
Target	\$100 Gift card for end of Latino & Black Youth Academy
Pinto Family	cookies
Hy-Vee	cookies & milk for Cookies for Kindness
Lucas Family	chocolate candy
Placon	\$1,000 check for K-9 training
Placon	Thank you lunch for 16 department members
Girl Scouts of Dane County	stuffed animals for children
The Church	cookies
Fitchburg Christian Fellowship	basket of cookies, fruit & pretzels
Susie Vogel	cookies
Lisa Gallitz/Probation & Parole	cookies
Ann & Tim Olson	cookies
Park Bank	cookies
Patrice (no last name given)	Chang Jang Chinese food as a thank you
Anonymous	\$25 Starbucks gift card (will be used for United Way)

LIBRARY

Hy-Vee	(3) \$10 gift cards
Thai Noodles	(3) \$10 gift cards
Pancheros	15 free burrito vouchers
Buffalo Wild Wings	(6) snack size wing vouchers
Chimmies	(15) \$10 gift certificates
Curry in the Box	(15) \$10 gift certificates
Wine & Hop Shop	Brewing starter kit (\$60 value)
Topper's Pizza	550 personal pizza vouchers
Sprint Print	20% discount on all printing – valued at \$550.81
Richard Johnson	\$50 in memoriam for Lawrence Ryder
Greater Dane County TAG Network	\$160.00

Kneaded Relief	\$21.50
Friends of the Fitchburg Library	\$3,171.24 iPad Station
Friends of the Fitchburg Library	\$4,000.00 North American History collection
Friends of the Fitchburg Library	\$3,000.00 for professional development
Friends of the Fitchburg Library	\$5,297.00 for Summer Reading
Friends of the Fitchburg Library	\$1,000.00 for Director's Fund
Avante	\$169.83 for craft supplies for Back to School Block Party
Memorial Donations for Judy Kay Holt	\$1,800.00 – to Library Endowment fund at MCF
Various Library Patrons	\$1,277.33 donated to the coin vortex in the Children's department

2014 donations total OVER \$41,000.00

Mayor Shawn Pfaff
Introduced By

Tony Roach
Drafted By

Direct
Referred to

February 10, 2015
Date

RESOLUTION R-06-15
ACCEPTING 2014 DONATIONS

WHEREAS, occasionally the City receives donations for items and activities that enhance program offerings or provide equipment not funded with property taxes or other conventional means; and

WHEREAS, a report of donations received in 2014 is attached to this resolution; and

WHEREAS, official acceptance of these donations is required in accordance with City Ordinance Sec. 10-161.

NOW THEREFORE, BE IT RESOLVED by the Fitchburg City Council that it gratefully accepts these donations and thanks all donors for their generosity and support to the community.

Adopted this 10th day of February 2015.

Patti Anderson, City Clerk

Shawn Pfaff, Mayor

**Agreement To Use Fairways Apartments
For The Purpose Of Polling Place
For Aldermanic Dist. # 3**

The City of Fitchburg ("City") and the Fairways Apartments (previously known as Ridgewood Country Club) agree as follows:

Whereas, Fairways Apartments' residents currently benefit from having a polling place for all of its residents located at Fairways Apartments, and

Whereas, the City and its residents have a continued desire for a polling place at Fairways Apartments for Aldermanic District #3,

Whereas, it is further affirmed this location is designated as an official City of Fitchburg Polling Location during election days where campaigning is restricted pursuant to § Wis. Stat. sec. 12.03 (2) (b). It is further affirmed that enforcement of this will be the City's responsibility.

Now, therefore, it is agreed that, in consideration of the above recitals and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the City and Fairways Apartments do agree as follows:

1. Fairways Apartments shall allow the City the exclusive use of Fairways Apartments' Community Room, located at 2301 Traceway Drive, Fitchburg, Wisconsin, as a polling place for Fitchburg Aldermanic District #3 for all City elections and agrees that such elections have absolute priority over any other events, even if such events were previously scheduled and/or guaranteed by Fairways Apartments;
2. "All City elections" includes:
 - Spring Primary: Held third Tuesday in February
 - Spring Election: Held first Tuesday in April
 - Partisan Primary: Held in even numbered years on the second Tuesday in August
 - General Election: Held in even numbered years on the Tuesday after the first Monday in November
 - Referendum/Special Referendum/Special Election:
Held at random (City will provide at least 25 days notice to Fairways Apartments before the Referendum or Special Election)
3. Fairways Apartments shall allow the City the exclusive use of the Community Room from 12:00 p.m. (Noon) to 5 p.m. the day **before** all City elections, from 6 a.m. to 12:00 a.m. (Midnight) the day **of** all City elections, and from 12:00 a.m. (Midnight) to 12:00 p.m. (Noon) the day **after** all City elections.

4. Fairways Apartments shall allow use of its facility without cost to the City of Fitchburg for every election.
5. Fairways Apartments shall allow the City to place "Vote Here" signs at the entrance to Fairways Apartments' parking lot for all City elections and shall require all of its employees to park as far away as possible from the Community Room entrance.
6. The term of this agreement is from the date of the last executed signature below until December 31, 2015. Either party may cancel this agreement with a 120 day notice in writing, sent by certified return receipt mail, to the other party.
7. Notices to the parties shall be as follows:

Fairways Apartments
c/o Leah Stoller
2301 Traceway Drive
Fitchburg, WI 53713

City Clerk
c/o Patti Anderson
5520 Lacy Road
Fitchburg, WI 53711

In Witness Whereof, Fairways Apartments and City, by their respective duly authorized agents, have executed this agreement effective as of the date when all parties hereto have affixed their respective signatures.

FAIRWAYS APARTMENTS

CITY OF FITCHBURG

Signature

Shawn Pfaff, Mayor

Printed Name

Patti Anderson, City Clerk

Date

Date

Mayor Shawn Pfaff
Introduced by

City Clerk
Drafted by

Finance Committee, PSHS
Direct Referred to

February 10, 2015
Date

Resolution R-11-15

RESOLUTION APPROVING 2015 AGREEMENT WITH FAIRWAYS APARTMENTS FOR POLLING PLACE LOCATION

WHEREAS, the City of Fitchburg has used the Fairways Apartments (formerly known as Ridgewood Country Club) for a polling place location since 2002; and

WHEREAS, this facility has worked very well for Aldermanic District #3 and it is the desire of the City of Fitchburg and Fairways Apartments to continue to allow the use of this facility for a polling location; and

WHEREAS, it is in the best interest of both the Fairways Apartments and the City of Fitchburg to have a signed agreement stating the requirements that are needed at each polling place; and

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Fitchburg approved the attached "Agreement To Use Fairways Apartments For The Purpose of A Polling Place For Aldermanic District 3, and authorizes the Mayor and City Clerk to sign the agreement on behalf of the City of Fitchburg.

Adopted by the Common Council of the City of Fitchburg this ___ day of February, 2015.

Approved By: _____
Shawn Pfaff, Mayor

Attested By: _____
Patti Anderson, City Clerk

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
•	R-107-14 A Resolution Authorizing Purchase and Installation of the Three Shade Structures and other Improvements at McKee Farms Park Splashpad
•	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
•	R-04-15 Expressing City of Fitchburg Commitment toward Becoming a "Dementia Friendly Community"