

1. 6:30 P.M. Agenda

Documents: [FIN_20150609_AG.PDF](#)

2. 6:30 P.M. Complete Finance Packet

Documents: [FIN_20150609_PK.PDF](#)



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

**AGENDA
FINANCE COMMITTEE
JUNE 9, 2015
6:30 P.M.
CITY HALL**

NOTICE IS HEREBY GIVEN that the Fitchburg Finance Committee will meet at 6:30 p.m. on Tuesday, JUNE 9, 2015 in the **MEETING ROOM** of the Fitchburg City Hall, 5520 Lacy Road, Fitchburg, WI 53711 for the purpose of:

(Note: Full coverage of this meeting is available through FACTv and Streaming Video, accessible on the city web site at <http://www.fitchburgwi.gov/677/Government-Channel>.

1. **Call to Order**
2. **Approval of Minutes of:**
May 26, 2015 Regular Meeting
3. **Public Appearances – Non Agenda Items**
4. **Review of Bills Under \$25,000 or Previously Pre-Approved**
 - a. **Checks 111048 – 111183 5/27/15 – 6/3/15** Total \$ 597,545.39
5. **Review of Bills between \$10,000 and \$25,000** Total \$ 39,010.00
6. **Approval of Bills for \$25,000 or more** Total \$ 109,800.00
 - a. Batch Dated June 4, 2015
7. **Resolution R-55-15 & PCR-02-15** Designating Proposed Boundaries and Approving a Project Plan for Tax Incremental District No. 9, City of Fitchburg, Wisconsin
8. **Resolution R-56-15** Resolution Approving Development Agreement Between Sub Zero Corporation and the City of Fitchburg
9. **Resolution R-60-15** Approving Contract with Mead & Hunt for the Design of Lacy Road from the Community Center to S. Syene Road
10. **Resolution R-61-15** Approving Revised Agreement with Wisconsin Department of Transportation for the Reconstruction of Verona Road from CTH PD North to Raymond Road
11. **Finance Director Report**
12. **Announcements**
 - a. Joint meeting with Board of Public Works to review 2016-2020 CIP is June 22, 2015
 - b. Next regular meeting is June 23, 2015
13. **Adjourn**



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Finance Committee DRAFT Minutes
May 26, 2015

Present: Patrick Stern Dan Carpenter Julia Arata-Fratta

Also Present: Tony Roach, City Administrator
Misty Dodge, Finance Director
Vicky Hellenbrand, Baker Tilly
Gary Heberling, Fitchburg Fire Department

1. **Call to Order Regular Meeting of Finance** – 6:30 p.m. by Stern
2. **Approval of Minutes of:**
 - a. May 12, 2015 Regular Meeting
 1. Moved by Carpenter to approve
 2. Motion carried
3. **Public Appearances – Non Agenda Items** – None
4. **Review of Bills Under \$25,000 or Previously Pre-Approved**
 - a. **Checks** 110871 – 111047 5/13/15 – 5/20/15 Total: \$ 1,012,491.17
 1. Committee reviewed and asked questions
5. **Review of Bills between \$10,000 and \$25,000** Total: \$ 34,541.05
 1. Committee reviewed and asked questions
6. **Approval of Bills for \$25,000 or more** – batch dated May 21, 2015 Total: \$ None
7. **Pre-Approval for Emergency Repairs to Well 10 – CTW Corp, \$112,450**
 - a. Moved by Carpenter to approve
 - b. Committee reviewed and asked questions
 - c. Motion carried
8. **Resolution R-57-15 – Authorizing Acceptance of the Fitchrona Road Water Main Bid Improvements**
 - a. Moved by Carpenter to approve
 - b. Committee reviewed and asked no questions
 - c. Phil Sveum provided background information on subdivision and project
 - d. Motion carried
9. **Resolution R-58-15 – Preliminary Assessment Resolution for Water Main Improvements on Fitchrona and Lacy Road**
 - a. Moved by Arata-Fratta to approve
 - b. Committee reviewed and asked questions
 - c. Motion carried
10. **Resolution R-52-16 – Replacement of Hurst Extrication Equipment, CIP #2256**
 - a. Moved by Carpenter to approve
 - b. Committee reviewed and Gary Heberling answered questions
 - c. Motion carried
11. **Disposition of Fire Department PPE**
 - a. Moved by Carpenter to approve
 - b. Committee reviewed and Gary Heberling provided information
 - c. Motion carried
12. **2014 Audit Presentation – Baker Tilly Virchow Krause, LLP, Vicki Hellenbrand, CPA**
 - a. Hellenbrand presented a summary of the 2014 Audit, reviewed audit findings and answered questions.
13. **Finance Director Report**
 - a. Dodge Reported on April Treasurer's Report

Finance Committee DRAFT Minutes
May 26, 2015

14. **Announcements**
 - a. Next Regular Meeting is June 9, 2015
 - b. Joint meeting with Board of Public Works to review 2016-2020 CIP is June 15, 2015
 15. **Adjourn**

Moved by Arata-Fratta to adjourn. Motion carried. Meeting adjourned at 7:27 p.m.
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ABBREVIATION	FULL NAME OR DESCRIPTION
AECOM	Architectural and Engineering Company
AIIM INC	Association for Information and Image Management, Inc
AMS	Auto Marketing Services
APWA	American Public Works Association
ASPE	American Society of Professional Education
BTCI	BioPharmaceutical Technology Center Institute
CGC, INC	Construction-Geotechnical Consulting Engineering/Testing
CWAG	Coalition of Wisconsin Aging Groups
DATCP - DAH	Department of Agriculture, Trade and Consumer Protection/Division of Animal Health
DCARI	Dane County Arson Response Initiative
DCCVA	Dane County Cities and Villages Association
DWD-UI	Division of Workforce Development - Division of Unemployment Insurance
ECCS, INC	Environmental Chemistry Consulting Services
ESRI	Environmental Systems Research Institute
FDIC 2011/PENNWELL	Fire Department Instructors Conference
FHETS	Firehouse Education & Training Seminar
GFOA	Government Finance Officers Association
GIPAW	Government Information Processing Association of Wisconsin
GMASHRM	Greater Madison Area Society for Human Resource Management, Inc
GWAAR, INC	Greater Wisconsin Agency on Aging Resources, Inc
IAAI	International Association of Arson Investigators, Inc
IAAO	International Association of Assessing Officers
IAAP	International Association of Administrative Professionals
IABPFF	International Association of Black Professional Fire Fighters
IACP	International Association of Chiefs of Police
IAEI	International Association of Electrical Inspectors
IAFC	International Association of Fire Chiefs
ICC	International Code Council
ICLEI USA MEMBERSHIP	International Council for Local Environmental Initiatives-Local Governments for Sustainability
ICMA	International City/County Management Association
IEDC	International Economic Development Council
IFSI	Illinois Fire Service Institute
IIMC	International Institute of Municipal Clerks
INR	Institute for Natural Resources
IPMBA	International Police Mountain Bike Association
LEAP	Law Enforcement Administrative Professionals
MABAS Wisconsin	Mutual Aid Box Alarm System
MCD MEDIA SERVICES	Matthew C. Darling Media Services
MSA PROFESSIONAL SERVICES INC	Mid-State Associates Professional Services, Inc
MTAW	Municipal Treasurers of Wisconsin, Inc

MWITE	Midwest Institute of Transportation Engineers
MXU	* Description: radio unit for water meter
NAPWDA	North American Police Work Dog Association
NASECA	North American Stormwater & Erosion Control Association of Wisconsin
NASW WI	National Association of Social Workers
NEIS	National Elevator Inspection Services, Inc
NFPA	National Fire Protection Association
NPELRA	National Public Employer Labor Relations Association
NRC Restorations	Natural Resources Consulting Restorations
NUCPS ALUMNI ASSOCIATION	Northwestern University Center for Public Safety
OCPA	Oak Creek Professional Police Officers Association
P-Card	Purchasing card; procurement card
PVP Communications	Could not find information
REGI	Raptor Education Group Inc
SCAN NATOA	States of California & Nevada Chapter/National Assoc of Telecommunications Officers and Advisors
SWNI	Southern Wisconsin & Northern Illinois Fire/Rescue Association
SWWBIA	Southwest Wisconsin Building Inspectors Association
SWWEIA	Southwest Wisconsin Electrical Inspectors Association
TAPCO	Traffic & Parking Control Co, Inc
UPS	United Parcel Service
URISA	Urban and Regional Information Systems Association
UWHC	University of Wisconsin Health Center
VFIS	Volunteer Firemen's Insurance Services
WAAO	Wisconsin Association of Assessing Officers
WACOP	Wisconsin Association of Community Oriented Police Association
WAPC	Wisconsin Association of Peg Access Channels
WAPL	Wisconsin Association of Public Libraries
WASC	Wisconsin Association of Senior Centers, Inc
WAWP	Wisconsin Association of Women Police
WCPA	Wisconsin Chiefs of Police Association
WDATCP	Wisconsin Department of Agriculture, Trade and Consumer Protection
WDM INC	Western Data Memories, Inc
WEDA	Wisconsin Economic Development Association
WFCA FIRE SERVICE BOOKSTORE	Western Fire Chiefs Association Fire Service Bookstore
WGFOA	Wisconsin Government Finance Officers Association
WI IAAI CHAPTER 25	Wisconsin Chapter of the International Association of Arson Investigators
WISCONSIN CHAPTER IAEI	Wisconsin Chapter International Association of Electrical Inspectors
WISCONSIN STATE SHRM COUNCIL	Wisconsin State Society for Human Resources Management
WMC FOUNDATION	Wisconsin Manufacturers & Commerce Foundation

<u>FUND</u>	<u>DESCRIPTION</u>	<u>GENERAL FUND ACCOUNT GROUPS</u>	
100	GENERAL FUND	100-4XXX-XXX	REVENUES
202	PARK DEDICATION		
207	CABLE	100-5XXX-XXX	EXPENDITURES
213	RECYCLING	-51	GENERAL GOVERNMENT
221	POLICE TRAINING	-511	MAYOR & COUNCIL
222	DRUG ENFORCEMENT	-512	MUNICIPAL COURT
225	CEDA	-513	LEGAL & PROFESSIONAL SERVICES
250	LIBRARY	-5141	ADMINISTRATION & HUMAN RESOURCES
		-5142	CLERKS OFFICE
300	DEBT SERVICE	-5145	INFORMATION SYSTEMS
		-5146	MPSISC - POLICE INFO SYSTEMS
400	CAPITAL PROJECTS	-5152	FINANCE
404	TID #4 - PROMEGA/KELLY	-5153	ASSESSING
406	TID #6 - ORCHARD POINTE	-5154	INSURANCE
407	TID #7 - NO. FISH HATCHERY ROAD	-516	BUILDINGS & GROUNDS
408	TID #8 - BROWN DEVELOPMENT	-519	INTERDEPARTMENTAL
600	WATER & SEWER UTILITY	-52	PUBLIC SAFETY
601	STORMWATER UTILITY	-521	POLICE
		-522	FIRE
		-524	BUILDING INSPECTION
		-529	OTHER PUBLIC SAFETY
		-53	PUBLIC WORKS
		-530	PUBLIC WORKS
		-535	MASS TRANSIT
		-54	HEALTH & HUMAN SERVICES
		-546	SENIOR CITIZENS PROGRAMS
		-55	CULTURE, RECREATION & EDUCATION
		-551	COMMUNITY CENTER
		-552	PARKS
		-553	RECREATION & LEISURE
		-56	CONSERVATION & DEVELOPMENT
		-563	PLANNING & ZONING
		-567	ECONOMIC DEVELOPMENT
		-59	OTHER FINANCING SOURCES
		-592	TRANSFERS TO OTHER FUNDS

DATE: 6/4/2015
 TO: FINANCE COMMITTEE
 FROM: FINANCE DEPARTMENT
 RE: CASH DISBURSEMENTS

<u>Checks</u> <u>Dated</u>	<u>Description</u>		<u>Batch</u> <u>Check Nos.</u>	<u>Amount</u>
5/27/2015	Weekly Batch	A	111048-111129	\$123,053.45
6/3/2015	Weekly Batch	B	111130-111205	\$273,354.54
			TOTAL	\$396,407.99

Approved Finance Batch

<u>Check Date</u>	<u>Description</u>		<u>Check #'s</u>	<u>Amount</u>
	none at 5/26/15 meeting			\$ -

Pre - Approvals

<u>Check Date</u>	<u>Description</u>		<u>Check #'s</u>	<u>Amount</u>
6/3/2015	Precision Sealcoating Inc	B	111179	\$ 32,432.40
6/3/2015	R.N.O.W Inc	B	111183	\$ 168,705.00
			TOTAL	\$ 201,137.40

Grand Total: \$597,545.39

Report Criteria:

Invoice Detail.Input Date = 05/27/2015

Invoice	Seq	Description	Invoice Date	Total Cost	Period	GL Account	Act#
05/27/2015							
1735 A T & T							
5263387203_MAY2015	1	IP VIDEO CIRCUIT MO CHARGE	05/11/2015	532.00	05/15	100-5220-365	0
Total A T & T:				<u>532.00</u>			
05/27/2015							
50 ALLIANT ENERGY/WPL							
455539-010_MAY15	1	2377 S FISH HATCHERY RD ST LIGHT	05/05/2015	475.70	05/15	100-5300-220	0
530845-001_MAY15	1	FIRE STATION #2 ELECTRIC SERV	05/15/2015	1,109.53	05/15	100-5163-365	0
593923-001_MAY15	1	NESBITT SIGNAL	05/18/2015	19.64	05/15	100-5300-220	0
593923-001_MAY15	2	1/2 DANE COUNTY	05/18/2015	19.63	05/15	100-5139-290	0
656429-001_MAY15	1	MCKEE RD	05/18/2015	101.81	05/15	100-5300-220	0
667708-001_MAY15	1	KAPEC ROAD LIGHTS	05/18/2015	35.67	05/15	100-5300-220	0
675969-001_MAY15	1	1913 FISH HATCHERY RD/SIREN	05/18/2015	11.02	05/15	100-5300-220	0
691838-001_MAY15	1	2956 FITCHRONA RD - STREET LIGHT	05/18/2015	74.30	05/15	100-5300-220	0
691839-001_MAY15	1	2956 FITCHRONA RD - SIGNAL	05/18/2015	14.99	05/15	100-5300-220	0
691839-001_MAY15	2	1/2 DANE COUNTY	05/18/2015	15.00	05/15	100-5139-290	0
694649-001_MAY15	1	6334 NESBITT RD LIGHTS/FITCHRONA	05/18/2015	38.92	05/15	100-5300-220	0
700854-001_MAY15	1	2957 HARDROCK RD - STRETT LIGHTS	05/18/2015	68.43	05/15	100-5300-220	0
715006-00_MAY15	1	ELECTRIC FOR TOWER ON CTH MM	05/15/2015	361.49	05/15	100-5290-269	0
722096-001_MAY15	1	2920 E FITCHRONA RD	05/18/2015	16.50	05/15	100-5300-220	0
Total ALLIANT ENERGY/WPL:				<u>2,362.63</u>			
05/27/2015							
1982 AMAZON							
003430370037	1	CREDIT MEMO-RETURNED FOLDERS	04/14/2015	37.60-	05/15	250-5511-340	0
003432473626	1	CREDIT MEMO- RETURNED FOLDERS	04/14/2015	37.61-	05/15	250-5511-340	0
121847746237	1	ADULT PRINT	04/12/2015	10.98	05/15	250-5511-387	0
181483229002	1	HEADPHONES	04/14/2015	79.96	05/15	250-5511-245	0
244238922108	1	CLEANING SUPPLIES	04/07/2015	44.48	05/15	250-5511-360	0
287240276734	1	ADULT PRINT	04/24/2015	29.19	05/15	250-5511-387	0
287243783021	1	ADULT PRINT	04/24/2015	14.13	05/15	250-5511-387	0
290271671528	1	CREDIT MEMO - RETURNED CABLES	04/27/2015	16.50-	05/15	250-5511-245	0
Total AMAZON:				<u>87.03</u>			
05/27/2015							
4155 ARNESON, SARAH							
2015SPRINGTRNG	1	MEAL REIMBURSEMENT	04/14/2015	80.00	05/15	221-5210-325	0
Total ARNESON, SARAH:				<u>80.00</u>			
05/27/2015							
3615 ATLAS CUSTOM GRINDING							
98	1	YARD WASTE GRINDING	05/15/2015	3,562.50	05/15	213-5362-290	0
Total ATLAS CUSTOM GRINDING:				<u>3,562.50</u>			
05/27/2015							
3290 BAKER AND TAYLOR							
2030589410	1	AUDIOBOOKS	05/06/2015	134.48	05/15	250-5511-387	0
2030590725	1	AUDIO BOOKS	05/06/2015	24.24	05/15	250-5511-387	0

Invoice	Seq	Description	Invoice Date	Total Cost	Period	GL Account	Act#
2030590726	1	AUDIOBOOKS	05/06/2015	88.18	05/15	250-5511-387	0
2030606967	1	ADULT PRINT	05/06/2015	300.62	05/15	250-5511-387	0
2030606968	1	ADULT PRINT	05/06/2015	164.31	05/15	250-5511-387	0
2030606969	1	ADULT PRINT	05/06/2015	53.16	05/15	250-5511-387	0
2030606970	1	ADULT PRINT	05/06/2015	16.74	05/15	250-5511-387	0
2030606971	1	ADULT PRINT	05/06/2015	25.49	05/15	250-5511-387	0
2030606972	1	ADULT PRINT	05/06/2015	16.72	05/15	250-5511-387	0
2030606973	1	ADULT PRINT	05/06/2015	15.56	05/15	250-5511-387	0
2030606974	1	ADULT PRINT	05/06/2015	34.72	05/15	250-5511-387	0
2030609023	1	ADULT PRINT	05/06/2015	30.52	05/15	250-5511-387	0
2030609024	1	ADULT PRINT	05/06/2015	15.21	05/15	250-5511-387	0
2030609025	1	ADULT PRINT	05/06/2015	438.06	05/15	250-5511-387	0
2030609026	1	ADULT PRINT	05/06/2015	244.13	05/15	250-5511-387	0
2030609027	1	ADULT PRINT	05/06/2015	126.72	05/15	250-5511-387	0
2030609028	1	ADULT PRINT	05/06/2015	47.17	05/15	250-5511-387	0
2030609029	1	ADULT PRINT	05/06/2015	49.65	05/15	250-5511-387	0
2030609030	1	ADULT PRINT	05/06/2015	107.43	05/15	250-5511-387	0
2030609031	1	ADULT PRINT - NAH	05/06/2015	16.67	05/15	250-5511-387	0
2030624935	1	ADULT PRINT	05/11/2015	36.13	05/15	250-5511-387	0
2030624936	1	ADULT PRINT	05/11/2015	26.16	05/15	250-5511-387	0
2030624937	1	ADULT PRINT	05/11/2015	12.94	05/15	250-5511-387	0
2030624938	1	ADULT PRINT	05/11/2015	62.73	05/15	250-5511-387	0
2030624939	1	ADULT PRINT	05/11/2015	21.52	05/15	250-5511-387	0
2030624940	1	ADULT PRINT	05/11/2015	16.67	05/15	250-5511-387	0
2030624941	1	ADULT PRINT	05/11/2015	32.49	05/15	250-5511-387	0
2030624942	1	ADULT PRINT	05/11/2015	16.72	05/15	250-5511-387	0
2030624943	1	ADULT PRINT	05/11/2015	14.83	05/15	250-5511-387	0
2030624944	1	ADULT PRINT	05/11/2015	410.96	05/15	250-5511-387	0
2030624946	1	ADULT PRINT - NAH	05/11/2015	16.12	05/15	250-5511-387	0
2030624947	1	ADULT PRINT - NAH	05/11/2015	17.96	05/15	250-5511-387	0
2030624948	1	ADULT PRINT - NAH	05/11/2015	60.51	05/15	250-5511-387	0
M71467190	1	CD-DVD	05/06/2015	244.32	05/15	250-5511-387	0
M71551840	1	CD-DVD	05/07/2015	23.81	05/15	250-5511-387	0
M71709900	1	CD-DVD	05/07/2015	140.96	05/15	250-5511-387	0
Total BAKER AND TAYLOR:				3,104.61			
05/27/2015							
3629 BLAZEK, DAVIN							
SPRING15-TUITION	1	FIRE INTERN TUITION REIMBURSEMENT	05/21/2015	1,457.25	05/15	100-5220-326	0
Total BLAZEK, DAVIN:				1,457.25			
05/27/2015							
3292 BRODART							
B3886091	1	YOUTH PRINT	05/01/2015	122.25	05/15	250-5511-387	0
B3886092	1	YOUTH PRINT	05/01/2015	202.78	05/15	250-5511-387	0
B3886093	1	YOUTH PRINT	05/01/2015	245.64	05/15	250-5511-387	0
B3886094	1	YOUTH PRINT	05/01/2015	121.09	05/15	250-5511-387	0
B3886095	1	YOUTH PRINT - NAH	05/01/2015	26.81	05/15	250-5511-387	0
B3886116	1	YOUTH PRINT	05/01/2015	32.52	05/15	250-5511-387	0
B3887138	1	YOUTH PRINT	05/04/2015	52.24	05/15	250-5511-387	0
B3887139	1	YOUTH PRINT	05/04/2015	308.29	05/15	250-5511-387	0
B3887140	1	YOUTH PRINT	05/04/2015	118.60	05/15	250-5511-387	0
B3887141	1	YOUTH PRINT	05/04/2015	96.92	05/15	250-5511-387	0
B3888659	1	YOUTH PRINT	05/05/2015	14.12	05/15	250-5511-387	0
B3888660	1	YOUTH PRINT	05/05/2015	143.38	05/15	250-5511-387	0

Invoice	Seq	Description	Invoice Date	Total Cost	Period	GL Account	Act#
B3888661	1	YOUTH PRINT	05/05/2015	10.89	05/15	250-5511-387	0
B3888662	1	YOUTH PRINT	05/05/2015	98.61	05/15	250-5511-387	0
B3891185	1	YOUTH PRINT	05/06/2015	170.92	05/15	250-5511-387	0
B3891186	1	YOUTH PRINT	05/06/2015	74.06	05/15	250-5511-387	0
B3891187	1	YOUTH PRINT	05/06/2015	14.56	05/15	250-5511-387	0
B3891188	1	YOUTH PRINT	05/06/2015	47.96	05/15	250-5511-387	0
B3891189	1	YOUTH PRINT	05/06/2015	176.30	05/15	250-5511-387	0
B3894239	1	YOUTH PRINT	05/11/2015	14.59	05/15	250-5511-387	0
B3894240	1	YOUTH PRINT	05/11/2015	46.33	05/15	250-5511-387	0
B3894901	1	YOUTH PRINT	05/11/2015	8.14	05/15	250-5511-387	0
B3894902	1	YOUTH PRINT	05/11/2015	23.28	05/15	250-5511-387	0
B3894903	1	YOUTH PRINT	05/11/2015	154.10	05/15	250-5511-387	0
B3894904	1	YOUTH PRINT	05/11/2015	133.36	05/15	250-5511-387	0
B3894905	1	YOUTH PRINT	05/11/2015	118.15	05/15	250-5511-387	0
B3894906	1	YOUTH PRINT	05/11/2015	53.21	05/15	250-5511-387	0
B3894907	1	YOUTH PRINT	05/11/2015	104.95	05/15	250-5511-387	0
B3894908	1	YOUTH PRINT	05/11/2015	77.77	05/15	250-5511-387	0
B3894909	1	YOUTH PRINT	05/11/2015	93.37	05/15	250-5511-387	0
B3894910	1	YOUTH PRINT	05/11/2015	24.93	05/15	250-5511-387	0
Total BRODART:				2,930.12			
05/27/2015							
6391 CAPITAL NEWSPAPERS							
1259339	1	CC-4/14/15	05/08/2015	205.15	05/15	100-5142-250	0
1261332	1	RZ-2015-0-12	05/13/2015	52.16	05/15	100-5630-250	0
1261338	1	RZ-2057-15	05/13/2015	121.02	05/15	100-5630-250	0
1261340	1	RZ/CU 2056-16	05/13/2015	99.38	05/15	100-5630-250	0
1261348	1	TID #9	05/13/2015	256.79	05/15	100-5630-250	0
Total CAPITAL NEWSPAPERS:				734.50			
05/27/2015							
3439 CARDINAL CONSTRUCTION CO INC							
8	1	DAWLEY PARK SHELTER CONSTRUCTION	04/09/2015	2,950.00	05/15	400-5766-234	0
Total CARDINAL CONSTRUCTION CO INC:				2,950.00			
05/27/2015							
1490 CARROT-TOP INDUSTRIES INC							
26282500	1	FLAG AND LIGHT FOR POLE	05/07/2015	155.79	05/15	100-5164-240	0
26282600	1	FLAG POLE FOR MAINT. FACILTY	05/12/2015	1,079.71	05/15	100-5164-240	0
Total CARROT-TOP INDUSTRIES INC:				1,235.50			
05/27/2015							
5125 CDW GOVERNMENT INC							
VG62420	1	SURFACE PRO/ACCESSORIES	05/05/2015	1,318.51	05/15	400-5711-005	0
VK87328	1	HPCJ PRINTER (HR)	05/12/2015	334.17	05/15	400-5711-005	0
VL04180	1	IT LAPTOP BAGS - 3	05/12/2015	130.89	05/15	400-5711-005	0
Total CDW GOVERNMENT INC:				1,783.57			
05/27/2015							
1102 CITY OF MADISON TREASURER							
692	1	#62 - RADIO REPAIR	05/07/2015	26.52	05/15	100-5210-363	0

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Invoice	Seq	Description	Invoice Date	Total Cost	Period	GL Account	Act#
Total CITY OF MADISON TREASURER:				<u>26.52</u>			
05/27/2015							
207 CONNEY SAFETY PRODUCTS							
04932214	1	HARD HAT & SAFETY VEST FOR TRANSPORT I	05/18/2015	26.77	05/15	100-5300-323	0
4931766	1	SUPPLIES FOR MEDICINE CABINET	05/18/2015	4.65	05/15	100-5300-310	0
4931766	2	SHIELD FOR MIKE SCHULTE'S HELMET	05/18/2015	9.26	05/15	100-5300-323	0
4932159	1	LIFTING STRAPS	05/18/2015	178.13	05/15	100-5300-350	0
Total CONNEY SAFETY PRODUCTS:				<u>218.81</u>			
05/27/2015							
333 COUNTY MATERIALS CORPORATION							
2530165-00	1	CONCRETE CULVERT FOR WHALEN RD	05/15/2015	2,965.52	05/15	601-5601-304	0
Total COUNTY MATERIALS CORPORATION:				<u>2,965.52</u>			
05/27/2015							
3332 DAN POWERS COMPANY LLC							
365	1	DISPATCH PROGRAM CHANGE	04/16/2015	130.00	05/15	100-5145-365	0
Total DAN POWERS COMPANY LLC:				<u>130.00</u>			
05/27/2015							
266 DANE COUNTY CLERK OF COURTS							
BOND-08CT3659	1	ANA C VICTOR-SEGURA - #69179/08CT3659	05/21/2015	240.00	05/15	100-4510-000	0
Total DANE COUNTY CLERK OF COURTS:				<u>240.00</u>			
05/27/2015							
2044 DAO LIMESTONE							
5140A	1	FITCHBURG SET TRAINING	05/20/2015	156.00	05/15	221-5210-325	0
Total DAO LIMESTONE:				<u>156.00</u>			
05/27/2015							
73 DECKER SUPPLY CO INC							
886568	1	NARROW BRIDGE SIGNS FOR MURPHY RD	05/06/2015	127.40	05/15	100-5300-370	0
Total DECKER SUPPLY CO INC:				<u>127.40</u>			
05/27/2015							
5020 DELGADO, VICTOR							
530580	1	INTERPRET FOR COURT	05/21/2015	90.00	05/15	100-5120-290	0
Total DELGADO, VICTOR:				<u>90.00</u>			
05/27/2015							
6105 DELTA DENTAL							
798711	1	DENTAL INS PREM - JUNE 2015	05/18/2015	12,923.07	05/15	100-21740	0
801770	1	VISION INS PREM - JUNE 2015	05/18/2015	781.50	05/15	100-21780	0
Total DELTA DENTAL:				<u>13,704.57</u>			
05/27/2015							

CITY OF FITCHBURG

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Invoice	Seq	Description	Invoice Date	Total Cost	Period	GL Account	Act#
2504 DEMCO							
5598760	1	BOOK PROCESSING SUPPLIES	05/15/2015	167.59	05/15	250-5511-340	0
Total DEMCO:				167.59			
05/27/2015							
444 DORN TRUE VALUE							
209814/2	1	STATION #1 MISC MATERIALS FOR GENERAL R	05/20/2015	57.44	05/15	100-5162-360	0
209814/2	2	STATION #2 MISC MATERIALS FOR GENERAL R	05/20/2015	36.98	05/15	100-5163-360	0
Total DORN TRUE VALUE:				94.42			
05/27/2015							
204 ELECTRIC MOTORS UNLIMITED INC							
192426	1	MOTOR FOR COOLING TOWER	05/11/2015	870.71	05/15	100-5165-360	0
192433	1	MOTOR FOR COOLING TOWER	05/11/2015	792.34	05/15	100-5165-360	0
Total ELECTRIC MOTORS UNLIMITED INC:				1,663.05			
05/27/2015							
3865 FINDAWAY WORLD LLC							
153352	1	PLAYAWAYS	05/11/2015	19.99	05/15	250-5511-387	0
Total FINDAWAY WORLD LLC:				19.99			
05/27/2015							
3785 FITCHBURG CYCLES							
FTCH_CYCLE	1	BIKE PATROL BIKE TUNE UPS	05/21/2015	276.80	05/15	100-5210-240	0
Total FITCHBURG CYCLES:				276.80			
05/27/2015							
210 FULL COMPASS SYSTEMS LTD							
5560463	1	ON CAMERA LED LIGHT	05/14/2015	177.61	05/15	207-5570-355	0
Total FULL COMPASS SYSTEMS LTD:				177.61			
05/27/2015							
1580 FUN PLAY INFLATABLES							
1381	1	OPEN SCHOOL HOUSE @ NSGC	05/19/2015	300.00	05/15	400-5700-341	0
Total FUN PLAY INFLATABLES:				300.00			
05/27/2015							
1320 G & K SERVICES							
1019338148	1	TOWEL AND MAT	05/21/2015	108.98	05/15	100-5164-350	0
1019338149	1	UNIFORMS RENTAL - UTILITY	05/21/2015	9.17	05/15	600-5926-100	0
1019338149	2	UNIFORMS RENTAL - UTILITY	05/21/2015	9.18	05/15	600-5854-200	0
1019338149	3	UNIFORMS RENTAL - PARKS	05/21/2015	37.56	05/15	100-5520-323	0
1019338149	4	UNIFORMS RENTAL - STREETS	05/21/2015	55.65	05/15	100-5300-323	0
Total G & K SERVICES:				220.54			
05/27/2015							
274 GALLS/QUARTERMASTER							
003479187	1	WISSINK - UNIFORM	05/04/2015	124.50	05/15	100-5210-323	0

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Invoice	Seq	Description	Invoice Date	Total Cost	Period	GL Account	Act#
Total GALLS/QUARTERMASTER:				124.50			
05/27/2015							
1099 GENERAL COMMUNICATIONS							
210014	1	#63 REMOVED EQUIPMENT	05/12/2015	150.00	05/15	100-5210-335	0
210171	1	#141 RADAR KIT	05/12/2015	78.00	05/15	100-5210-335	0
Total GENERAL COMMUNICATIONS:				228.00			
05/27/2015							
4480 GENERAL HEATING							
000283554	1	REMOVE COOLING TOWER MOTOR AND FAN	05/05/2015	575.10	05/15	100-5165-360	0
Total GENERAL HEATING:				575.10			
05/27/2015							
115 GORDON FLESCH							
IN11159638	1	COPIER METER CHARGES	05/06/2015	42.32	05/15	100-5210-355	0
IN11161462	1	COPY OVERAGES	05/07/2015	173.28	05/15	250-5511-355	0
IN11162781	1	COPY OVERAGES	05/09/2015	134.43	05/15	250-5511-355	0
Total GORDON FLESCH:				350.03			
05/27/2015							
1758 GROW INTO SPANISH LLC							
0415-052015	1	WELCOME TO SPANISH	05/21/2015	510.40	05/15	100-5530-290	0
Total GROW INTO SPANISH LLC:				510.40			
05/27/2015							
932 H J PERTZBORN PLUMBING							
174873	1	ANNUAL SPRINKLER INSPECTION	05/13/2015	380.00	05/15	100-5165-240	0
174874	1	ANNUAL SPRINKLER INSPECTION	05/13/2015	210.00	05/15	100-5514-240	0
174999	1	REPAIR VALVE	05/18/2015	190.32	05/15	100-5165-240	0
175018	1	QUARTERLY INSPECTION-MAINT. FAC.	05/19/2015	135.00	05/15	100-5164-240	0
Total H J PERTZBORN PLUMBING:				915.32			
05/27/2015							
114 HAMMERSLEY STONE CO INC							
010444	1	GRAVEL TO REPAIR SHOULDERS - 90.85TON	05/08/2015	590.53	05/15	100-5300-370	0
Total HAMMERSLEY STONE CO INC:				590.53			
05/27/2015							
3631 HYVEE INC							
41015CATERING	1	FITCHBURG SENIOR CENTER FRIENDS INC 4/1	04/14/2015	147.92	05/15	100-13100	0
426198	1	CAKE PLATES NAPKINS ETC FOR COUNCIL RE	04/21/2015	63.70	05/15	100-5110-340	0
594562	1	ARBOR DAY/BIRD DAY ACTIVITIES	04/30/2015	86.50	05/15	100-5520-340	0
942646	1	REFRESHMENTS & DINNER FOR MABAS WI ME	04/22/2015	137.92	05/15	100-5220-340	0
942646	2	SALES TAX CREDIT	04/22/2015	2.23	05/15	100-5220-340	0
Total HYVEE INC:				433.81			
05/27/2015							

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15068 INLAND POWER GROUP							
1458080-00	1	REPAIR GENERATOR FS#1	05/07/2015	2,900.66	05/15	100-5162-240	0
Total INLAND POWER GROUP:				2,900.66			
05/27/2015							
139 INTERSTATE BILLING SERVICE							
456065	1	#67 - OIL CHANGE	03/30/2015	32.00	05/15	100-5210-335	0
457415	1	#61 - OIL CHANGE	04/10/2015	32.00	05/15	100-5210-335	0
Total INTERSTATE BILLING SERVICE:				64.00			
05/27/2015							
1932 INTNL ASSOC OF FIRE CHIEFS							
GROSSEN-RENEWAL	1	ANNUAL MEMBERSHIP RENEWAL FOR GROSS	05/21/2015	259.00	05/15	100-5220-320	0
HEBERLING_RENEWAL	1	ANNUAL MEMBERSHIP RENEWAL FOR HEBERL	05/21/2015	234.00	05/15	100-5220-320	0
ROTH_RENEWAL	1	IAFC MEMBERSHIP FOR CHIEF ROTH	05/21/2015	234.00	05/15	100-5220-320	0
Total INTNL ASSOC OF FIRE CHIEFS:				727.00			
05/27/2015							
4158 IWATER INC							
6942	1	IWATER ANNUAL SUPPORT	03/01/2015	2,000.00	05/15	600-5921-100	0
Total IWATER INC:				2,000.00			
05/27/2015							
119 KAYSER AUTOMOTIVE GROUP LLC							
F0043	1	2015 FORD EDGE	05/20/2015	26,270.50	05/15	400-5722-135	0
F0043	2	TRADE IN FOR 2015 FORD EDGE	05/20/2015	2,500.00	05/15	400-4882-135	0
Total KAYSER AUTOMOTIVE GROUP LLC:				23,770.50			
05/27/2015							
113 KAYSER FORD INC							
L3711	1	SQUAD LEASES - MAY 2015	04/30/2015	8,115.00	05/15	100-5210-260	0
Total KAYSER FORD INC:				8,115.00			
05/27/2015							
2468 KELLER, PAUL							
20151003	1	ARBOR DAY TREES	04/25/2015	250.00	05/15	400-5766-221	0
Total KELLER, PAUL:				250.00			
05/27/2015							
4022 KERSTEN, ZACH							
SPR.2015TUITION	1	SPRING 2015 INTERN TUITION REIMBURSEMEN	05/21/2015	1,113.50	05/15	100-5220-326	0
Total KERSTEN, ZACH:				1,113.50			
05/27/2015							
2029 LINGAMPALLY, RAMA							
042015CCREFUND	1	CANCELLATION OF 4/20/15 CC RENTAL	05/26/2015	112.50	05/15	100-4820-200	0
Total LINGAMPALLY, RAMA:				112.50			

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Invoice	Seq	Description	Invoice Date	Total Cost	Period	GL Account	Act#
05/27/2015							
1806 LOPEZ, CESAR							
NAPWA-WORKSHOP	1	MEAL REIMBURSEMENT	05/10/2015	255.00	05/15	221-5210-325	0
Total LOPEZ, CESAR:				<u>255.00</u>			
05/27/2015							
573 MEDICAL ENVIRONMENTAL RECOVERY INC							
2703	1	SHARPS COLLECTION (FROM WALGREENS)	05/19/2015	127.72	05/15	213-5362-290	0
Total MEDICAL ENVIRONMENTAL RECOVERY INC:				<u>127.72</u>			
05/27/2015							
151 MENARDS CASHWAY LUMBER -MONONA							
72608	1	MED DROP SUPPLIES	05/07/2015	7.56	05/15	100-5210-350	0
72608	2	PATROL SUPPLIES	05/07/2015	41.85	05/15	100-5210-350	0
72909	1	PAINTING SUPPLIES	05/11/2015	38.63	05/15	100-5165-360	0
Total MENARDS CASHWAY LUMBER -MONONA:				<u>88.04</u>			
05/27/2015							
55 MERITER HOSPITAL							
1067784400	1	OWI BLOOD DRAW - FP15-7110	04/26/2015	32.00	05/15	100-5210-384	0
1067829000	1	OWI BLOOD DRAW - FP15-7147	04/27/2015	32.00	05/15	100-5210-384	0
Total MERITER HOSPITAL:				<u>64.00</u>			
05/27/2015							
3526 MIDWEST TAPE							
92817792	1	CD-DVD	05/07/2015	19.98	05/15	250-5511-387	0
92818515	1	CD-DVD	05/07/2015	32.24	05/15	250-5511-387	0
Total MIDWEST TAPE:				<u>52.22</u>			
05/27/2015							
2056 MONARCH MEDIA DESIGNS LLC							
15-7859	1	POLICE MOTORCYCLE GRAPHICS	05/07/2015	163.00	05/15	100-5210-355	0
Total MONARCH MEDIA DESIGNS LLC:				<u>163.00</u>			
05/27/2015							
3581 MOORE SURVEYING LLC							
3748	1	HUEGEL-JAMESTOWN SHELTER SURVEY	05/08/2015	1,380.00	05/15	400-5766-257	0
Total MOORE SURVEYING LLC:				<u>1,380.00</u>			
05/27/2015							
8451 NATIONAL COUNCIL ON AGING							
15783_MAY2015	1	NCOA MEMBERSHIP	05/05/2015	145.00	05/15	100-5460-320	0
Total NATIONAL COUNCIL ON AGING:				<u>145.00</u>			
05/27/2015							
3486 OCCUPATIONAL HEALTH CENTERS OF SW							
102370593	1	5/7/15 - PRE EMPLOYMENT DRUG SCREEN CAR	05/11/2015	55.00	05/15	100-5141-251	0
102370593	2	5/8/15 RANDOM DRUG - MANION -UTILITY	05/11/2015	79.00	05/15	600-5930-100	0
102370593	3	5/11 PRE-EMPLOYMENT DRUG BEIER - POLICE	05/11/2015	55.00	05/15	100-5141-251	0

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Total OCCUPATIONAL HEALTH CENTERS OF SW:				189.00			
05/27/2015							
239 OCTOPUS CAR WASH							
04302015	1	CAR WASHES	04/30/2015	84.91	05/15	100-5210-335	0
04302015	2	BLDG INSPECTION CAR WASHES	04/30/2015	21.98	05/15	100-5240-335	0
Total OCTOPUS CAR WASH:				106.89			
05/27/2015							
4154 O'DONNELL, BRIAN J							
JULY022015	1	SUMMER CONCERT SERIES- LE GRAN FROM A	05/18/2015	250.00	05/15	250-5511-291	0
Total O'DONNELL, BRIAN J:				250.00			
05/27/2015							
435 OFFICE DEPOT							
8733	1	LABEL MAKER OFFICE SUPPLIES	05/18/2015	95.57	05/15	100-5460-310	0
Total OFFICE DEPOT:				95.57			
05/27/2015							
6366 PDQ FOOD STORES							
NP44329130	1	CAR WASHES ACCT #: BG2291715	05/15/2015	3.00	05/15	100-5210-335	0
Total PDQ FOOD STORES:				3.00			
05/27/2015							
2472 POEHNELT, ANDRE							
SHIELDHOLSTER	1	UNIFORM REIMBURSEMENT	05/09/2015	61.99	05/15	100-5210-323	0
Total POEHNELT, ANDRE:				61.99			
05/27/2015							
3768 PREMIUM WATERS							
381039222	1	DRINKING WATER (STREETS)	05/14/2015	46.00	05/15	100-5164-365	0
381039222	2	DRINKING WATER (PARKS)	05/14/2015	22.99	05/15	100-5520-360	0
Total PREMIUM WATERS:				68.99			
05/27/2015							
6996 PROUGH, MATTHEW							
GIPAW_CONF	1	MEALS	05/15/2015	55.00	05/15	100-5145-325	0
GIPAW_CONF	2	MILEAGE 190 MILES	05/15/2015	109.25	05/15	100-5145-325	0
GIPAW_CONF513-15	1	HOTEL 2 NIGHTS @ \$72 A NIGHT	05/15/2015	144.00	05/15	100-5145-325	0
SPR2015-TUITION	1	UW-PLATTEVILLE	05/21/2015	1,890.00	05/15	100-5139-290	0
SPR2015-TUITION	2	UW-PLATTEVILLE	05/21/2015	1,890.00	05/15	100-5145-325	0
Total PROUGH, MATTHEW:				4,088.25			
05/27/2015							
385 RENNERTS FIRE EQUIPMENT SERV							
32873	1	ENGINE 11B - P&L TO REPLACE AIR CYLINDER	05/20/2015	303.79	05/15	100-5220-335	0
Total RENNERTS FIRE EQUIPMENT SERV:				303.79			

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05/27/2015							
140 SCHMIDTS AUTO INC							
356369	1	#142 TIRE CHANGE	04/17/2015	75.00	05/15	100-5210-335	0
Total SCHMIDTS AUTO INC:				75.00			
05/27/2015							
3297 SCS ENGINEERS							
0254122	1	ENVIRONMENTAL ASSISTANCE WITH HAMMER	04/30/2015	1,115.00	05/15	100-5139-290	0
Total SCS ENGINEERS:				1,115.00			
05/27/2015							
3178 SHERRY, MARC A							
BOYSBBSKILLS	1	BASKETBALL SKILLS ACADEMY	05/13/2015	1,260.00	05/15	100-5530-290	0
Total SHERRY, MARC A:				1,260.00			
05/27/2015							
15122 SHORT ELLIOTT HENDRICKSON INC							
297702	1	FIRE STATION DESIGN AND CONSTRUCTION	05/15/2015	2,740.46	05/15	400-5722-249	0
Total SHORT ELLIOTT HENDRICKSON INC:				2,740.46			
05/27/2015							
52 SPRINT PRINT							
41451	1	SUMMER READING PRINTING	05/14/2015	150.01	05/15	250-5511-345	0
41518	1	SUMMER READING RE-PRINTS	05/14/2015	119.60	05/15	250-5511-345	0
Total SPRINT PRINT:				269.61			
05/27/2015							
1826 STAPLES ADVANTAGE							
3265477181	1	TONER/LIBRARY SUPPLIES	05/07/2015	204.35	05/15	250-5511-340	0
Total STAPLES ADVANTAGE:				204.35			
05/27/2015							
32 STRAND ASSOCIATES							
0111445	1	VERONA RD - UTILITY RELOCATIONS DESIGN	05/12/2015	7,696.14	05/15	600-10727	0
0111446	1	MCKEE RD CORRIDOR STUDY PH 2	05/12/2015	9,802.36	05/15	406-5730-012	0
Total STRAND ASSOCIATES:				17,498.50			
05/27/2015							
4157 TENNANT ENTERPRISES							
PERMIT#15-129	1	REFUND CDRR DEP 2651 STANBROOK ST BP#2	05/19/2015	50.00	05/15	213-23160	0
Total TENNANT ENTERPRISES:				50.00			
05/27/2015							
3876 TRANSUNION RISK & ALTERNATIVE							
369283_APR2015	1	INVESTIGATIVE CREDIT SEARCH BY PERSON	04/01/2015	.75	05/15	100-5210-384	0
APR2015_369283	1	INVESTIGATIVE CREDIT SEARCH BY PERSON	05/01/2015	5.50	05/15	100-5210-384	0
Total TRANSUNION RISK & ALTERNATIVE:				6.25			

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All

Invoice	Seq	Description	Invoice Date	Total Cost	Period	GL Account	Act#
05/27/2015							
6202 ULINE							
67607704	1	1 CARTON OF OUT OF SERVICE TAGS	05/18/2015	85.24	05/15	100-5220-340	0
Total ULINE:				85.24			
05/27/2015							
5379 UNITED RENTALS (NORTH AMERICA)							
128489954-001	1	PACKER RENTAL FOR WHALEN RD CULVERT	05/21/2015	412.29	05/15	601-5601-304	0
Total UNITED RENTALS (NORTH AMERICA):				412.29			
05/27/2015							
6392 UPS STORE, THE							
1Z1486W00390915686	1	SHIP CRACKED COLLECTOR SCREEN TO SEILE	05/21/2015	9.19	05/15	400-5712-014	0
Total UPS STORE, THE:				9.19			
05/27/2015							
198 UW-MADISON							
40915_TRAINING	1	GERIATRIC MENTAL HEALTH/SARAH	02/02/2015	120.00	05/15	100-5460-325	0
Total UW-MADISON:				120.00			
05/27/2015							
4156 VALUE IN LOCAL GOVERNMENT							
VALUE2015	1	2015 VALUE MEMBERSHIP	05/20/2015	35.00	05/15	100-5152-320	0
Total VALUE IN LOCAL GOVERNMENT:				35.00			
05/27/2015							
485 VISA - 2659							
0000119207	1	STOUGHTON FLORAL PURCHASE - MEMORIAL	05/14/2015	175.00	05/15	100-5520-350	0
01658619	1	FELLYS FLOWERS PURCHASE - RANDY OWEN	05/07/2015	44.91	05/15	100-5190-380	0
113-5172369-7726604	1	AMAZON PURCHASE - PICKLEBALLS	05/05/2015	13.26	05/15	100-5460-340	0
113-5172369-7726604	2	AMAZON PURCHASE - PICKLEBALL PADDLE	05/05/2015	64.13	05/15	100-5530-387	0
12240	1	UW EXTENTION - 2015 BOARD OF REVIEW TRAI	04/20/2015	32.00	05/15	100-5142-325	0
142440	1	PANERA BREAD FOR ARBOR DAY EVENT	05/05/2015	101.62	05/15	100-5520-340	0
21102	1	HOME DEPOT - REPAIR 3 MAILBOXES ON PINE	04/14/2015	90.88	05/15	100-5300-370	0
2830762-00	1	MIDWEST PURCHASE - CAPITAL CITY BRIDGE	05/05/2015	212.76	05/15	100-5300-371	0
2830762-00	2	MIDWEST PURCHASE - SHIPPING	05/05/2015	8.87	05/15	100-5300-371	0
32747	1	MADISON TOP CO PURCHASE - LACROSSE PIN	05/07/2015	1,428.90	05/15	100-5530-387	0
39721	1	SIL FITNESS - FIT STRIPS/EXERCISE CLASS	04/16/2015	93.90	05/15	400-5700-303	0
571-413475	1	BATTERIES PLUS PURCHASE - GOPRO CAMER	05/12/2015	49.98	05/15	207-5570-350	0
671152656-01	1	ORIENTAL TRADING - STRESS BALLS/EXERCIS	04/15/2015	53.49	05/15	400-5700-303	0
673553	1	SENTRY SAFE PURCHASE - COMBINATION REQ	05/08/2015	20.00	05/15	100-5220-340	0
7617893	1	MPIX - 2015 COMMON COUNCIL PHOTO	05/11/2015	7.49	05/15	100-5110-340	0
7617893	2	MPIX - SHIPPING	05/11/2015	7.95	05/15	100-5110-340	0
78649	1	HOME DEPOT PURCHASE	04/14/2015	7.27	05/15	100-5300-370	0
84753	1	SPRING 2015 APWA CONF MAY 13-15	04/15/2015	112.50	05/15	601-5930-300	0
84753	2	SPRING 2015 APWA CONF MAY 13-15	04/15/2015	112.50	05/15	213-5362-325	0
84753	3	VOYAGER CANOE EVENT 5/13	04/15/2015	30.00	05/15	601-5930-300	0
ADM.INTRVW	1	FIREHOUSE SUBS - LUNCH	05/01/2015	79.98	05/15	100-5141-250	0
AWPACONF	1	AWPA CONFERENCE 5/13-5/14	04/15/2015	131.99	05/15	601-5930-300	0
AWPACONF	2	AWPA CONFERENCE 5/13-5/14	04/15/2015	131.99	05/15	213-5362-325	0
FINANCE_INTERVIEW	1	LUNCH - NOODLES	04/15/2015	26.64	05/15	100-5141-250	0
GIPAW_CONF	1	GIPAW CONF FEES	04/14/2015	125.00	05/15	100-5145-325	0

Invoice	Seq	Description	Invoice Date	Total Cost	Period	GL Account	Act#
HOTELMEAD	1	MEAD HOTEL FOR WASC BOARD MEETING	04/17/2015	70.00	05/15	100-5460-325	0
LOCALGOV101	1	2015 LOCAL GOVERNMENT 101 - ALDER JOHNS	04/16/2015	65.00	05/15	100-5110-325	0
LOCALGOV101	2	2015 LOCAL GOVERNMENT 101 - ALDER HART	04/16/2015	65.00	05/15	100-5110-325	0
ML-3186138	1	IDVILLE PURCHASE - BADGE SUPPLIES & RIBB	05/07/2015	347.25	05/15	100-5141-340	0
MPIX	1	MPIX - 8X10 MAYOR PFAFF HISTORICAL PHOTO	05/04/2015	13.34	05/15	100-5110-340	0
PO INTRVWS - 2	1	FIREHOUSE SUBS - LUNCH	05/06/2015	39.46	05/15	100-5141-251	0
PO INTRVWS-1	1	PANERA BREAD - LUNCH	05/05/2015	41.39	05/15	100-5141-251	0
R67D469	1	KALAHARI - 1 NIGHT	04/17/2015	99.00	05/15	100-5460-325	0
R67D469	2	ALZHEIMERS ASSOC TRAINING	04/17/2015	290.00	05/15	100-5460-325	0
SEWELL-HOTEL-RFND	1	RFND OF LAKE LAWN RESORT DEPOSIT	04/13/2015	170.43	05/15	100-13100	0
SURVEYMONKEYCR	1	CREDIT FOR SURVEY MONKEY SUB CANCELLA	04/18/2015	26.00	05/15	100-13100	0
WGFOA-HOTEL	1	CREDIT FOR TAXES ON WGFOA HOTEL STAY	04/01/2015	8.58	05/15	100-13100	0
WICPA_DUES	1	WICPA MEMBERSHIP DUES - DODGE	04/27/2015	285.00	05/15	100-5152-320	0
Total VISA - 2659:				<u>4,273.44</u>			
05/27/2015							
15156 VISA - 7422							
	2619	1 MYLAR PAPER 50 SHEETS	04/22/2015	63.79	05/15	600-5921-100	0
	2619	2 MYLAR PAPER 50 SHEETS	04/22/2015	63.79	05/15	600-5851-200	0
	2619	3 MYLAR PAPER 50 SHEETS	04/22/2015	63.78	05/15	601-5921-300	0
Total VISA - 7422:				<u>191.36</u>			
05/27/2015							
2799 WI DEPT OF JUSTICE							
	L1370T	1 BACKGROUND CHECKS	05/04/2015	1,379.00	05/15	100-5210-384	0
Total WI DEPT OF JUSTICE:				<u>1,379.00</u>			
05/27/2015							
3749 WISCONSIN INDEPENDENT NETWORK							
	21940	1 CITY HALL	05/05/2015	130.41	05/15	100-5145-210	0
	21940	2 FIRE	05/05/2015	164.22	05/15	100-5145-210	0
	21940	3 LIBRARY	05/05/2015	4.83	05/15	250-5511-245	0
	21940	4 FACT	05/05/2015	14.49	05/15	207-5570-245	0
	21940	5 POLICE	05/05/2015	144.90	05/15	100-5210-245	0
	21940	6 RECYCLING	05/05/2015	4.83	05/15	213-5362-245	0
	21940	7 STORM UD	05/05/2015	4.83	05/15	601-5930-301	0
	21940	8 UTILITY WATER	05/05/2015	9.66	05/15	600-5921-101	0
	21940	9 UTILITY SEWER	05/05/2015	4.83	05/15	600-5851-201	0
	21940	10 MPSIS	05/05/2015	483.00	05/15	100-5139-290	0
Total WISCONSIN INDEPENDENT NETWORK:				<u>966.00</u>			
05/27/2015							
7753 WOLF PAVING & EXCAVATING INC							
	52983	1 6.39 TONS QPR PATCH	05/07/2015	740.92	05/15	100-5300-370	0
Total WOLF PAVING & EXCAVATING INC:				<u>740.92</u>			
Grand Totals:				<u><u>123,053.45</u></u>			

Terms Description	Invoice Amount	Net Invoice Amount
Vendor number hash - split: 675454		
Total number of invoices: 226		
Total number of transactions: 261		
Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	123,053.45	123,053.45
Grand Totals:	123,053.45	123,053.45

Report Criteria:

Invoice Detail.Input Date = 05/27/2015

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Report Criteria:

Invoice Detail.Input Date = 06/03/2015

Invoice	Seq	Description	Invoice Date	Total Cost	Period	GL Account	Act#
06/03/2015							
3572 ACADEMY OF HRD - FITCHBURG <i>#86⁰⁰ City Share</i>							
HWARANGDO-415	1	HWA RANG DO - APRIL	05/28/2015	176.00	06/15	100-5530-290	0
HWARANGDOTIGERS-41	1	APRIL HWA RANG DO TIGERS	05/28/2015	168.00	06/15	100-5530-290	0
Total ACADEMY OF HRD - FITCHBURG:				<u>344.00</u>			
06/03/2015							
8066 ARING EQUIPMENT CO INC							
263603	1	ROTO TILT CYLINDER FOR VOLVO	05/20/2015	1,988.56	06/15	100-5300-335	0
Total ARING EQUIPMENT CO INC:				<u>1,988.56</u>			
06/03/2015							
4164 AUSTAD & SON INC							
21181	1	ACOUSTIC PANEL INSTALL	05/28/2015	15,240.00	06/15	400-5716-351	0
Total AUSTAD & SON INC:				<u>15,240.00</u>			
06/03/2015							
13767 AWATE, SAGAR & VRUSHALI							
LIBRARY REFUND-515	1	REFUND PATRON FOR LOST-PAID-FOUND ITEM	05/26/2015	4.49	06/15	250-5511-390	0
Total AWATE, SAGAR & VRUSHALI:				<u>4.49</u>			
06/03/2015							
3290 BAKER AND TAYLOR							
2030624808	1	AUDIOBOOKS	05/15/2015	65.59	06/15	250-5511-387	0
2030624809	1	AUDIO BOOKS - NAH	05/12/2015	35.25	06/15	250-5511-387	0
2030624932	1	ADULT PRINT	05/11/2015	15.00	06/15	250-5511-387	0
2030624933	1	ADULT PRINT	05/11/2015	16.67	06/15	250-5511-387	0
2030624934	1	ADULT PRINT	05/11/2015	9.18	06/15	250-5511-387	0
2030629195	1	ADULT PRINT	05/12/2015	14.99	06/15	250-5511-387	0
2030629196	1	ADULT PRINT	05/12/2015	58.99	06/15	250-5511-387	0
2030629197	1	ADULT PRINT	05/12/2015	11.08	06/15	250-5511-387	0
2030629198	1	ADULT PRINT	05/12/2015	15.55	06/15	250-5511-387	0
2030629199	1	ADULT PRINT	05/12/2015	64.46	06/15	250-5511-387	0
2030629200	1	ADULT PRINT	05/12/2015	88.90	06/15	250-5511-387	0
2030629201	1	ADULT PRINT	05/12/2015	57.58	06/15	250-5511-387	0
2030629202	1	ADULT PRINT	05/12/2015	36.39	06/15	250-5511-387	0
2030629203	1	ADULT PRINT	05/12/2015	17.80	06/15	250-5511-387	0
2030629204	1	ADULT PRINT	05/12/2015	12.33	06/15	250-5511-387	0
2030629205	1	ADULT PRINT - NAH	05/12/2015	17.77	06/15	250-5511-387	0
2030629206	1	ADULT PRINT - NAH	05/12/2015	302.00	06/15	250-5511-387	0
2030648854	1	ADULT PRINT	05/18/2015	16.19	06/15	250-5511-387	0
2030648855	1	ADULT PRINT	05/18/2015	88.80	06/15	250-5511-387	0
2030648856	1	ADULT PRINT	05/18/2015	20.47	06/15	250-5511-387	0
2030648857	1	ADULT PRINT	05/18/2015	41.54	06/15	250-5511-387	0
2030648858	1	ADULT PRINT	05/18/2015	94.57	06/15	250-5511-387	0
2030648859	1	ADULT PRINT	05/18/2015	49.98	06/15	250-5511-387	0
2030648860	1	ADULT PRINT	05/18/2015	22.25	06/15	250-5511-387	0
2030648861	1	ADULT PRINT	05/18/2015	31.80	06/15	250-5511-387	0
2030648862	1	ADULT PRINT	05/18/2015	19.90	06/15	250-5511-387	0
2030648863	1	ADULT PRINT	05/18/2015	16.74	06/15	250-5511-387	0

Invoice	Seq	Description	Invoice Date	Total Cost	Period	GL Account	Act#
2030648864	1	ADULT PRINT	05/18/2015	26.51	06/15	250-5511-387	0
2030648865	1	ADULT PRINT	05/18/2015	11.08	06/15	250-5511-387	0
2030648866	1	ADULT PRINT	05/18/2015	64.16	06/15	250-5511-387	0
2030648867	1	ADULT PRINT	05/18/2015	43.01	06/15	250-5511-387	0
2030648868	1	ADULT PRINT	05/18/2015	14.97	06/15	250-5511-387	0
2030648869	1	ADULT PRINT -NAH	05/18/2015	51.66	06/15	250-5511-387	0
2030648870	1	ADULT PRINT - NAH	05/18/2015	176.00	06/15	250-5511-387	0
2030649252	1	AUDIOBOOKS	05/21/2015	115.69	06/15	250-5511-387	0
2030649253	1	AUDIOBOOKS	05/21/2015	69.99	06/15	250-5511-387	0
2030649254	1	AUDIOBOOKS	05/21/2015	162.20	06/15	250-5511-387	0
M71954110	1	CD-DVD	05/13/2015	28.24	06/15	250-5511-387	0
M72136940	1	CD-DVD	05/15/2015	10.52	06/15	250-5511-387	0
M72268830	1	CD-DVD	05/18/2015	147.42	06/15	250-5511-387	0
Total BAKER AND TAYLOR:				2,163.22			
06/03/2015							
326 BEACON ATHLETICS							
0446598-IN	1	BALL FIELD SUPPLIES	05/08/2015	553.00	06/15	100-5520-340	0
Total BEACON ATHLETICS:				553.00			
06/03/2015							
42 BOMKAMP, DONALD							
SPR15_TUITION	1	TUITION REIMBURSEMENT	01/05/2015	1,890.00	06/15	100-5210-326	0
SPR15_TUITION	2	BOOK REIMBURSEMENT	01/05/2015	98.59	06/15	100-5210-326	0
Total BOMKAMP, DONALD:				1,988.59			
06/03/2015							
2687 BRANDED IMAGE							
JK2129	1	TOTE BAGS FOR 1000 BOOKS	05/26/2015	1,323.00	06/15	250-5511-340	0
Total BRANDED IMAGE:				1,323.00			
06/03/2015							
3292 BRODART							
B3894896	1	YOUTH PRINT	05/11/2015	52.51	06/15	250-5511-387	0
B3894897	1	YOUTH PRINT	05/11/2015	12.90	06/15	250-5511-387	0
B3894898	1	YOUTH PRINT	05/11/2015	37.95	06/15	250-5511-387	0
B3894899	1	YOUTH PRINT	05/11/2015	41.67	06/15	250-5511-387	0
B3894900	1	YOUTH PRINT	05/11/2015	19.03	06/15	250-5511-387	0
B3897884	1	YOUTH PRINT	05/13/2015	35.92	06/15	250-5511-387	0
B3899359	1	YOUTH PRINT	05/14/2015	69.01	06/15	250-5511-387	0
B3899360	1	YOUTH PRINT	05/14/2015	13.74	06/15	250-5511-387	0
B3899361	1	YOUTH PRINT	05/14/2015	149.80	06/15	250-5511-387	0
B3899362	1	YOUTH PRINT	05/14/2015	358.92	06/15	250-5511-387	0
B3899363	1	YOUTH PRINT	05/14/2015	33.63	06/15	250-5511-387	0
B3899364	1	YOUTH PRINT - NAH	05/14/2015	415.01	06/15	250-5511-387	0
B3899365	1	YOUTH PRINT	05/14/2015	12.01	06/15	250-5511-387	0
Total BRODART:				1,252.10			
06/03/2015							
7673 BROWNELLS INC							
10776344.01	1	GLOCK MAGAZINES	05/20/2015	444.40	06/15	100-5210-383	0

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Invoice	Seq	Description	Invoice Date	Total Cost	Period	GL Account	Act#
Total BROWNELLS INC:				444.40			
06/03/2015							
376 BUCKYS PORTABLE TOILETS INC							
49061	1	WILDWOOD SOUTH PORTABLE TOILET	05/13/2015	90.00	06/15	100-5520-340	0
49062	1	JAMESTOWN PORTABLE TOILET	05/13/2015	90.00	06/15	100-5520-340	0
Total BUCKYS PORTABLE TOILETS INC:				180.00			
06/03/2015							
6391 CAPITAL NEWSPAPERS							
1262488	1	PUBLIC HEARING SOUND PERMITS	05/20/2015	35.07	06/15	100-5142-250	0
1263216	1	CC-MINUTES 4/28/15	05/22/2015	318.25	06/15	100-5142-250	0
1263761	1	ALCOHOL - LIQUOR LICENSE APPLICATIONS 5/	05/22/2015	363.96	06/15	100-5142-250	0
Total CAPITAL NEWSPAPERS:				717.28			
06/03/2015							
1122 CERQUA, DAVID							
1047	1	PAINTED PARKING LINES FOR NEW SPLASH PA	05/19/2015	125.00	06/15	400-5766-212	0
Total CERQUA, DAVID:				125.00			
06/03/2015							
2319 CHARTER COMMUNICATIONS							
FACT_0013022-615	1	FACTV	05/23/2015	115.42	06/15	207-5570-290	0
FACT_0013022-615	2	SENIOR CENTER	05/23/2015	21.43	06/15	100-5460-290	0
FACT_0013022-615	3	POLICE DEPT	05/23/2015	39.40	06/15	100-5210-290	0
FACT_0013022-615	4	WORKOUT ROOM	05/23/2015	21.43	06/15	100-5165-290	0
FIRE1_0087299-615	1	CABLE SERVICES FOR FS#1 ACCT#8245-11-765	05/18/2015	90.73	06/15	100-5220-365	0
FIRE2_0072028-615	1	CABLE SERVICES FOR FS#2	05/18/2015	84.42	06/15	100-5220-365	0
Total CHARTER COMMUNICATIONS:				372.83			
06/03/2015							
207 CONNEY SAFETY PRODUCTS							
4935378	1	SAFETY SUPPLIES	05/21/2015	42.04	06/15	100-5520-323	0
Total CONNEY SAFETY PRODUCTS:				42.04			
06/03/2015							
1833 DANE COUNTY CLERK							
2015CO-DIRECTORY	1	COUNTY DIRECTORIES - PARKS	05/29/2015	2.00	06/15	100-5530-320	0
2015CO-DIRECTORY	2	COUNTY DIRECTORIES - COUNCIL/JUDGE	05/29/2015	18.00	06/15	100-5110-340	0
2015CO-DIRECTORY	3	COUNTY DIRECTORIES - CLERKS	05/29/2015	12.00	06/15	100 5142 340	0
2015CO-DIRECTORY	4	COUNTY DIRECTORIES - ADMIN	05/29/2015	8.00	06/15	100-5141-320	0
2015CO-DIRECTORY	5	COUTNY DIRECTORIES - ASSESSING	05/29/2015	4.00	06/15	100-5153-340	0
2015CO-DIRECTORY	6	COUNTY DIRECTORIES - EDC	05/29/2015	2.00	06/15	100-5670-310	0
2015CO-DIRECTORY	7	COUNTY DIRECTORIES - FACTV	05/29/2015	2.00	06/15	207-5570-320	0
2015CO-DIRECTORY	8	COUNTY DIRECTORIES - FINANCE	05/29/2015	2.00	06/15	100-5152-340	0
2015CO-DIRECTORY	9	COUNTY DIRECTORIES - FIRE	05/29/2015	12.00	06/15	100-5220-320	0
2015CO-DIRECTORY	10	COUNTY DIRECTORIES - PLANNING	05/29/2015	6.00	06/15	100-5630-310	0
2015CO-DIRECTORY	11	COUNTY DIRECTORIES - SENIORS	05/29/2015	4.00	06/15	100-5460-310	0
2015CO-DIRECTORY	12	COUNTY DIRECTORIES - EMS	05/29/2015	8.00	06/15	100-5139-290	0

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Invoice	Seq	Description	Invoice Date	Total Cost	Period	GL Account	Act#
Total DANE COUNTY CLERK:				80.00			
06/03/2015							
262 DANE COUNTY TREASURER							
MAY2015_ASSESS	1	MONTHLY ASSESSMENTS	05/29/2015	3,781.59	06/15	100-4510-000	0
Total DANE COUNTY TREASURER:				3,781.59			
06/03/2015							
2504 DEMCO							
5602468	1	BOOK PROCESSING SUPPLIES	05/15/2015	172.44	06/15	250-5511-340	0
Total DEMCO:				172.44			
06/03/2015							
6859 FASTENAL COMPANY							
WIMA249957	1	SUPPLIES FOR SHELTER	05/14/2015	10.87	06/15	100-5300-350	0
Total FASTENAL COMPANY:				10.87			
06/03/2015							
5461 FIRST SUPPLY MADISON							
6739651-00	1	SWAN CREEK SINK VALVE ASSEMBLY	04/27/2015	318.51	06/15	100-5520-360	0
Total FIRST SUPPLY MADISON:				318.51			
06/03/2015							
3239 FITCHBURG CHAMBER VISITOR							
04202015_CEDA CONCE	1	CEDA SUMMER CONCERT SPONSORSHIP	04/21/2015	1,500.00	06/15	225-5610-391	0
Total FITCHBURG CHAMBER VISITOR:				1,500.00			
06/03/2015							
210 FULL COMPASS SYSTEMS LTD							
5567419	1	INTERVIEW LED LIGHT KIT	05/20/2015	1,139.87	06/15	207-5570-355	0
Total FULL COMPASS SYSTEMS LTD:				1,139.87			
06/03/2015							
1320 G & K SERVICES							
1019341255	1	UNIFORMS RENTAL - UTILITY	05/28/2015	19.13	06/15	600-5926-100	0
1019341255	2	UNIFORMS RENTAL - UTILITY	05/28/2015	19.14	06/15	600-5854-200	0
1019341255	3	UNIFORMS RENTAL - PARKS	05/28/2015	42.74	06/15	100-5520-323	0
1019341255	4	UNIFORMS RENTAL - STREETS	05/28/2015	61.54	06/15	100-5300-323	0
Total G & K SERVICES:				142.55			
06/03/2015							
274 GALLS/QUARTERMASTER							
003507240	1	BATES - UNIFORM	05/11/2015	129.99	06/15	100-5210-323	0
003522774	1	BATES - UNIFORM	05/13/2015	85.45	06/15	100-5210-323	0
003541753	1	EISENZIMMER - UNIFORM	05/18/2015	85.45	06/15	100-5210-323	0
Total GALLS/QUARTERMASTER:				300.89			

Invoice	Seq	Description	Invoice Date	Total Cost	Period	GL Account	Act#
06/03/2015							
1099 GENERAL COMMUNICATIONS							
210694	1	ANTENNA FOR NEW SWEEPER	05/28/2015	40.00	06/15	601-13400	0
Total GENERAL COMMUNICATIONS:				40.00			
06/03/2015							
27 GERBER LEISURE							
26114	1	PLAYGROUND PARTS FOR CHICKORY MEADO	05/19/2015	1,310.00	06/15	100-5520-350	0
Total GERBER LEISURE:				1,310.00			
06/03/2015							
2829 GFC LEASING							
100227595	1	COPIER LEASE (#49/60)	05/21/2015	1,198.00	06/15	250-5511-355	0
100227596	1	CANON IR C5045 COPIER LEASE	05/21/2015	481.18	06/15	100-5210-355	0
100227596	2	CITY HALL FAX BOARD COST	05/21/2015	34.89	06/15	100-5145-363	0
Total GFC LEASING:				1,714.07			
06/03/2015							
115 GORDON FLESCH							
IN11170961	1	COPIER LEASE 5/17 TO 6/16/15	05/17/2015	53.00	06/15	100-5460-240	0
Total GORDON FLESCH:				53.00			
06/03/2015							
137 GRAYBAR ELECTRIC CO INC							
978784797	1	HAND HOLD FOR WILDWOOD	05/11/2015	30.97	06/15	100-5520-290	0
978857466	1	LIGHT BULBS	05/14/2015	135.84	06/15	100-5520-350	0
979005512	1	250 WATT HPS STREET LIGHT LAMPS	05/22/2015	38.60	06/15	100-5300-225	0
Total GRAYBAR ELECTRIC CO INC:				205.41			
06/03/2015							
1405 GRUDZINSKI, MIKE							
MILEAGE_MAY15	1	MILEAGE REIMBURSEMENT	05/29/2015	236.33	06/15	100-5153-330	0
Total GRUDZINSKI, MIKE:				236.33			
06/03/2015							
932 H J PERTZBORN PLUMBING							
175019	1	SPLASH PAD BACKFLOW TEST	05/19/2015	125.00	06/15	100-5520-360	0
Total H J PERTZBORN PLUMBING:				125.00			
06/03/2015							
4033 HAVENS PETTING FARM LLC							
2014-65-#2	1	6/12/15 SUMMER READING PREFORMER	06/03/2015	236.50	06/15	250-5511-291	0
Total HAVENS PETTING FARM LLC:				236.50			
06/03/2015							
2501 HOFFMAN, ANDREW							
SPR2015_TUITION	1	ANDREW HOFFMAN - FIRE INTERN REIMBURSE	05/28/2015	1,388.50	06/15	100-5220-326	0

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Invoice	Seq	Description	Invoice Date	Total Cost	Period	GL Account	Act#
Total HOFFMAN, ANDREW:				<u>1,388.50</u>			
06/03/2015							
4093 INTERSCHOLASTIC LICENSING CO							
1308-B	1	REMAINING BALANCE FOR CUSTOM ORDER OF	03/30/2015	<u>1,017.47</u>	06/15	100-5220-323	0
Total INTERSCHOLASTIC LICENSING CO:				<u>1,017.47</u>			
06/03/2015							
240 JANESVILLE POLICE DEPARTMENT							
LPOTRAINING	1	LUCAS HALE - LPO TRAINING	05/28/2015	200.00	06/15	221-5210-325	0
LPOTRAINING	2	LPO TRAINING - POEHNELT	05/28/2015	<u>200.00</u>	06/15	221-5210-325	0
Total JANESVILLE POLICE DEPARTMENT:				<u>400.00</u>			
06/03/2015							
7083 JORDAN, AMY							
MILEAGE_APR15	1	MILEAGE APRIL	05/22/2015	131.10	06/15	100-5460-330	0
MILEAGE_MAR15	1	MILEAGE MARCH	05/22/2015	<u>182.28</u>	06/15	100-5460-330	0
Total JORDAN, AMY:				<u>313.38</u>			
06/03/2015							
4161 KARNA, RAJEEB							
MCKEESHELTERKEY	1	MCKEE SHELTER KEY DEPOSIT REFUND	05/29/2015	<u>40.00</u>	06/15	100-4672-200	0
Total KARNA, RAJEEB:				<u>40.00</u>			
06/03/2015							
4160 LEE, NAOMI							
LIBRARY REFUND	1	REFUND PATRON FOR LOST-PAID-FOUND ITEM	05/26/2015	9.99	06/15	250-5511-390	0
LIBRARY REFUND	2	REFUND PATRON FOR LOST-PAID-FOUND ITEM	05/26/2015	<u>9.99</u>	06/15	250-5511-390	0
Total LEE, NAOMI:				<u>19.98</u>			
06/03/2015							
4162 LENZ, BERNARD							
RCC.2015	1	RCC ANNUAL EVENT - SPEAKER EXPENSES	05/18/2015	<u>186.00</u>	06/15	601-5930-302	0
Total LENZ, BERNARD:				<u>186.00</u>			
06/03/2015							
4076 M3 INSURANCE SOLUTIONS INC							
8393	1	EZALARAB PO BOND ITEM #120097	05/13/2015	<u>100.00</u>	06/15	100-5154-520	0
Total M3 INSURANCE SOLUTIONS INC:				<u>100.00</u>			
06/03/2015							
60 MASTERGRAPHICS INC							
INV105461	1	PLAN SCAN	05/28/2015	<u>1,280.00</u>	06/15	100-5240-340	0
Total MASTERGRAPHICS INC:				<u>1,280.00</u>			
06/03/2015							
151 MENARDS CASHWAY LUMBER -MONONA							
73791	1	18V4 1/2 " GRINDER	05/22/2015	89.98	06/15	600-5665-100	0

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Invoice	Seq	Description	Invoice Date	Total Cost	Period	GL Account	Act#
73791	2	POST HOLE DIGGER	05/22/2015	39.98	06/15	600-5665-100	0
73791	3	25# LANDSCAPER MIX	05/22/2015	47.98	06/15	600-5665-100	0
73791	4	18V 1/2" DRILL KIT	05/22/2015	169.00	06/15	600-5665-100	0
73791	5	MISC SUPPLIES	05/22/2015	26.87	06/15	600-5665-100	0
Total MENARDS CASHWAY LUMBER -MONONA:				373.81			
06/03/2015							
55 MERITER HOSPITAL							
1069231800	1	OWI BLOOD DRAW - FP15-7409	05/01/2015	32.00	06/15	100-5210-384	0
Total MERITER HOSPITAL:				32.00			
06/03/2015							
3745 MIDWEST DECORATIVE STONE							
1504853	1	GATOR SAND FOR SPLASH PAD	05/19/2015	83.67	06/15	100-5520-350	0
1505082	1	GATOR SAND FOR SPLASH PAD	05/20/2015	55.78	06/15	100-5520-350	0
Total MIDWEST DECORATIVE STONE:				139.45			
06/03/2015							
8723 NAPA AUTO PARTS							
527326	1	MOWER BELTS	05/19/2015	13.23	06/15	100-5520-350	0
527370	1	MOWER BELTS	05/20/2015	39.69	06/15	100-5520-350	0
527541	1	MOWER BELTS	05/26/2015	11.66	06/15	100-5520-350	0
527557	1	AIR CONDITIONING RECHARGE CAN	05/26/2015	43.68	06/15	100-5520-350	0
Total NAPA AUTO PARTS:				108.26			
06/03/2015							
3667 NASSCO INC							
S1902406.001	1	SCRUBBER PART	05/21/2015	12.44	06/15	250-5511-350	0
Total NASSCO INC:				12.44			
06/03/2015							
3486 OCCUPATIONAL HEALTH CENTERS OF SW							
102376504	1	PRE-EMPLOYMENT DRUG SCREEN- JONES / C	05/26/2014	55.00	06/15	100-5141-251	0
Total OCCUPATIONAL HEALTH CENTERS OF SW:				55.00			
06/03/2015							
5811 ORIENTAL TRADING CO							
671670435-01	1	SUMMER READING PRIZES	05/15/2015	349.62	06/15	250-5511-340	0
Total ORIENTAL TRADING CO:				349.62			
06/03/2015							
4159 OZALP, JESSICA EVE							
LIBRARY REFUND	1	REFUND PATRON FOR LOST-PAID-FOUND ITME	05/14/2015	26.00	06/15	250-5511-390	0
Total OZALP, JESSICA EVE:				26.00			
06/03/2015							
80 PAYNE AND DOLAN INC							
1344075	1	3.10 TON OF BLACKTOP TO PATCH CONSERVA	05/21/2015	165.08	06/15	601-5601-302	0

Invoice	Seq	Description	Invoice Date	Total Cost	Period	GL Account	Act#
Total PAYNE AND DOLAN INC:				165.08			
06/03/2015							
4165 PRECISION SEALCOATING INC <i>Re-approval 3/24/15 Finance</i>							
1193	1	2015 CRACK SEALING PROGRAM	05/23/2015	32,432.40	06/15	100-5300-375	0
Total PRECISION SEALCOATING INC:				32,432.40			
06/03/2015							
2684 PUBLIC HEALTH MADISON & DANE CO							
805586	1	SPLASH PAD LICENSE RENEWAL	05/18/2015	519.00	06/15	100-5520-360	0
Total PUBLIC HEALTH MADISON & DANE CO:				519.00			
06/03/2015							
5349 PUBLIC SAFETY CENTER INC							
5600170	1	C BATTERIES	05/18/2015	46.63	06/15	100-5210-340	0
Total PUBLIC SAFETY CENTER INC:				46.63			
06/03/2015							
2242 QUICKFUEL							
906937	1	466.6GAL DIESEL @ \$2.57AVG	05/18/2015	1,199.68	06/15	100-5300-335	0
906937	2	1063.0GAL GASOLINE @ \$2.58AVG	05/18/2015	2,746.90	06/15	100-5300-335	0
907241	1	655.6GAL DIESEL @ \$2.62AVG	05/19/2015	1,719.18	06/15	100-5300-335	0
907241	2	904.7GAL GASOLINE @ \$2.60AVG	05/19/2015	2,353.12	06/15	100-5300-335	0
Total QUICKFUEL:				8,018.88			
06/03/2015							
2650 R.N.O.W. INC <i>Re-approval 5/12/15 finance</i>							
2015-47853	1	2015 SCHWARZE A9 MONSOON	05/27/2015	236,630.50	06/15	601-13400	0
2015-47853	2	TRADE IN 2008 SCHWARZE A7000	05/27/2015	68,000.00-	06/15	601-13400	0
2015-47853	3	MOTOR VEH REG FEE	05/27/2015	74.50	06/15	601-5932-300	0
Total R.N.O.W. INC:				168,705.00			
06/03/2015							
537 ROTO-ROOTER							
157600	1	UNPLUG BATHROOMS AT MCKEE	05/12/2015	129.00	06/15	100-5520-360	0
159192	1	UNPLUG BATHROOMS AT MCKEE	05/22/2015	146.49	06/15	100-5520-360	0
Total ROTO-ROOTER:				275.49			
06/03/2015							
206 SAFETY-KLEEN SYSTEMS INC							
66751271	1	USED OIL - NO CHARGE	05/14/2015	.00	06/15	213-5362-290	0
66963620	1	USED OIL FILTER DISPOSAL	05/15/2015	80.00	06/15	213-5362-290	0
Total SAFETY-KLEEN SYSTEMS INC:				80.00			
06/03/2015							
6779 SHRED-IT WI							
081195940	1	SHREDDING SERVICE - POLICE	05/27/2015	133.30	06/15	100-5210-240	0
081195940	2	SHREDDING SERVICE - HR	05/27/2015	31.00	06/15	100-5142-290	0

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Invoice	Seq	Description	Invoice Date	Total Cost	Period	GL Account	Act#
Total SHRED-IT WI:				164.30			
06/03/2015							
1071 SOUTH METROPOLITIAN BUSINESS							
	1240	1 MEMBERSHIP DUES	05/26/2015	160.00	06/15	225-5610-320	0
Total SOUTH METROPOLITIAN BUSINESS:				160.00			
06/03/2015							
4577 SPORTS WORLD							
	129021	1 HATS & APRONS	03/31/2015	300.00	06/15	400-5700-303	0
	129021	2 HATS & APRONS	03/31/2015	200.00	06/15	100-5460-386	0
	129021	3 HATS & APRONS	03/31/2015	173.00	06/15	100-5460-340	0
Total SPORTS WORLD:				673.00			
06/03/2015							
1826 STAPLES ADVANTAGE							
	3265675885	1 OFFICE SUPPLIES	05/09/2015	54.07	06/15	100-5210-310	0
	3265990078	1 OFFICE SUPPLIES	05/14/2015	67.65	06/15	250-5511-310	0
Total STAPLES ADVANTAGE:				121.72			
06/03/2015							
410 STOP-N-GO							
	006491	1 MOTORCYCLE GAS	05/23/2015	10.90	06/15	100-5210-335	0
Total STOP-N-GO:				10.90			
06/03/2015							
346 TEAM REIL INC							
	11726	1 MEMORIAL BENCH TOWER HILL - PETE DOTTL	05/22/2015	826.00	06/15	400-5700-345	0
	12659P	1 PLAYGROUND PARTS	05/15/2015	1,509.00	06/15	100-5520-350	0
Total TEAM REIL INC:				2,335.00			
06/03/2015							
4157 TENNANT ENTERPRISES							
	PERMIT#15-132	1 REFUND CDRR DEPOSIT - 5648 NUTONE ST (BP	05/27/2015	50.00	06/15	213-23160	0
Total TENNANT ENTERPRISES:				50.00			
06/03/2015							
3065 THOMPSON, WADE							
	MILEAGE_MAY2015	1 MILEAGE & PARK 2/23 TO 5/23/15	05/22/2015	37.75	06/15	100-5630-330	0
Total THOMPSON, WADE:				37.75			
06/03/2015							
3697 TRITECH FORENSICS							
	119045	1 EVIDENCE SUPPLIES	05/21/2015	47.95	06/15	100-5210-384	0
Total TRITECH FORENSICS:				47.95			
06/03/2015							

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Invoice	Seq	Description	Invoice Date	Total Cost	Period	GL Account	Act#
7688 TRUGREEN LIMITED PARTNERSHIP							
31703982	1	FIRE STATION 2 WEED CONTROL	05/07/2015	63.30	06/15	100-5520-340	0
31703982	2	TAX CREDIT	05/07/2015	3.30-	06/15	100-5520-340	0
31715201	1	FIRE STATION 1 WEED CONTROL	05/07/2015	79.13	06/15	100-5520-340	0
31715201	2	TAX CREDIT	05/07/2015	4.13-	06/15	100-5520-340	0
31725020	1	MAINTENANCE FACILITY WEED CONTROL	05/07/2015	147.70	06/15	100-5520-340	0
31725020	2	TAX CREDIT	05/07/2015	7.70-	06/15	100-5520-340	0
31729182	1	GORMAN WAYSIDE WEED CONTROL	05/07/2015	94.95	06/15	100-5520-340	0
31729182	2	TAX CREDIT	05/07/2015	4.95-	06/15	100-5520-340	0
31949355	1	CITY CAMPUS WEED CONTROL	05/12/2015	150.00	06/15	100-5520-340	0
31997321	1	CEMETERY WEED CONTROL	05/13/2015	290.13	06/15	100-5520-340	0
31997321	2	TAX CREDIT	05/13/2015	15.13-	06/15	100-5520-340	0
Total TRUGREEN LIMITED PARTNERSHIP:				790.00			
06/03/2015							
5379 UNITED RENTALS (NORTH AMERICA)							
128417403-001	1	FITCHBURG DAYS LIGHTS	05/18/2015	668.56	06/15	100-5139-290	0
Total UNITED RENTALS (NORTH AMERICA):				668.56			
06/03/2015							
6392 UPS STORE, THE							
00000026074	1	SHIP OLL BOOK	05/18/2015	14.30	06/15	250-5511-310	0
Total UPS STORE, THE:				14.30			
06/03/2015							
3020 VISA - 4821							
LIB-1388_MAY2015	1	4/15/15-PIZZA HUT FOOD FOR VOLUNTEERS	05/17/2015	30.93	06/15	250-5511-340	0
LIB-1388_MAY2015	2	4/21/15-SOUTHWEST FLIGHTS TO ALA CONF FO	05/17/2015	1,042.00	06/15	250-5511-325	0
LIB-1388_MAY2015	3	4/22/15-DOLLAR TREE - KID'S PROGRAM	05/17/2015	6.00	06/15	250-5511-340	0
LIB-1388_MAY2015	4	4/23/15-GLASS NICKEL - TLC	05/17/2015	33.81	06/15	250-5511-340	0
LIB-1388_MAY2015	5	4/25/15-NETFLIX SUBSCRIPTION	05/17/2015	11.99	06/15	250-5511-387	0
LIB-1388_MAY2015	6	4/25/15-TOPPERS - KIDS PROGRAM	05/17/2015	86.15	06/15	250-5511-340	0
LIB-1388_MAY2015	7	4/30/15-TARGET SRP PRIZE	05/17/2015	63.98	06/15	250-5511-340	0
LIB-1388_MAY2015	8	4/30/15 - MICHAEL'S TEEN/KIDS PROGM	05/17/2015	32.63	06/15	250-5511-340	0
LIB-1388_MAY2015	9	4/30/15 - COPPS - TEEN PROGRAM	05/17/2015	29.07	06/15	250-5511-340	0
LIB-1388_MAY2015	10	5/5/15 - TARGET - SUMMER READING DECOR	05/17/2015	3.54	06/15	250-5511-340	0
LIB-1388_MAY2015	11	5/5/15- WALGREENS - SRP DECOR	05/17/2015	2.97	06/15	250-5511-340	0
LIB-1388_MAY2015	12	5/7/15-TARGET - YS SUPPLIES	05/17/2015	8.99	06/15	250-5511-340	0
LIB-1388_MAY2015	13	5/7/15-WALGREENS - SRP TEEN SUPPLIES	05/17/2015	4.76	06/15	250-5511-340	0
Total VISA - 4821:				1,356.82			
06/03/2015							
57 VISA - 5555							
POLICE_5555-MAY2015	1	4/15/15-HOLIDAY INN HOTEL EXP	05/17/2015	70.00	06/15	221-5210-325	0
POLICE_5555-MAY2015	2	4/20/15-CITY OF MADISON TRAINING EXP	05/17/2015	350.25	06/15	221-5210-325	0
POLICE_5555-MAY2015	3	4/20/15-CITY OF MADISON TRAINING EXP	05/17/2015	350.25	06/15	221-5210-325	0
POLICE_5555-MAY2015	4	4/22/15 - BEST BUY - REPLACEMENT INVESTIGA	05/17/2015	249.97	06/15	100-5210-384	0
POLICE_5555-MAY2015	5	4/22/15-BADGER SPORTING GOODS SPORTS B	05/17/2015	86.95	06/15	100-5210-345	0
POLICE_5555-MAY2015	6	04/22/15-BEST WESTERN - HOTEL EXP	05/17/2015	302.58	06/15	221-5210-325	0
POLICE_5555-MAY2015	7	4/29/15-CITY OF MADISON TRAINING EXP	05/17/2015	125.25	06/15	221-5210-325	0
POLICE_5555-MAY2015	8	5/6/15-IACP CONFERENCE FEE	05/17/2015	350.00	06/15	221-5210-325	0
POLICE_5555-MAY2015	9	5/14/15 - MOBIL GAS FOR SQUAD	05/17/2015	40.11	06/15	100-5210-335	0

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Invoice	Seq	Description	Invoice Date	Total Cost	Period	GL Account	Act#
Total VISA - 5555:				1,925.36			
06/03/2015							
17 WI DEPT OF TRANSPORTATION							
TICKETS_MAY2015	1	DOT PARKING SUSPENSION FEE TICKETS - \$5/	05/29/2015	200.00	06/15	100-5120-390	0
Total WI DEPT OF TRANSPORTATION:				200.00			
06/03/2015							
1073 WISCONSIN, STATE OF							
MAY2015_ASSESS	1	MONTHLY ASSESSMENTS	05/29/2015	9,150.28	06/15	100-4510-000	0
Total WISCONSIN, STATE OF:				9,150.28			
06/03/2015							
4163 YANG, MAO							
CCDEPOSIT_RFD	1	CC DEPOSIT	05/29/2015	385.00	06/15	100-4820-200	0
Total YANG, MAO:				385.00			
06/03/2015							
296 ZARNOTH BRUSH WORKS INC							
0155096-IN	1	BROOM FOR TRACTOR	05/12/2015	596.95	06/15	100-5300-350	0
Total ZARNOTH BRUSH WORKS INC:				596.95			
06/03/2015							
244 ZEP SALES & SERVICE							
9001562276	1	CLEANING & MAINTENANCE SUPPLIES - FS#1	05/20/2015	238.36	06/15	100-5162-360	0
9001562276	2	CLEANING & MAINTENANCE SUPPLIES - FS#2	05/20/2015	238.36	06/15	100-5163-360	0
Total ZEP SALES & SERVICE:				476.72			
Grand Totals:				273,354.54			

Report GL Period Summary

Vendor number hash: 495763
Vendor number hash - split: 635815
Total number of invoices: 153
Total number of transactions: 211

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	273,354.54	273,354.54
Grand Totals:	273,354.54	273,354.54

Purchase Order

CITY OF FITCHBURG
 5520 Lacy Road
 Fitchburg, WI 53711
 608-270-4200
 Fax: 608-270-4212

Department: Public Works

Prepared by: Holly Powell

P.O. Number	P.O. Date	Department Rec'd Date	Date submitted for approval
	6/1/2015	5/29/2015	

Vendor # <u>41165</u>	SUBMITTED FOR APPROVAL ADMINISTRATOR Under \$2,500 <input type="checkbox"/> MAYOR \$2,500 < \$25,000 <input type="checkbox"/> FINANCE COMMITTEE Over \$25,000 <input checked="" type="checkbox"/>
<i>New</i> Precision Sealcoating Inc.	
N6450 River Road Princeton, WI 54968	

Invoice Number	Invoice Date	Description	Fund	Dept	Acct	Job	Amount
1193	5/23/2015	2015 Crack Sealing Program	100	5300	375		\$32,432.40

<input checked="" type="checkbox"/> Above items are within budget	TOTAL	\$32,432.40
	Finance Initial	<u>KP</u>

Signatures Required:

Department Head *Cory Hartman* Date Approved 6/1/15
 Comptroller/Administrator *[Signature]* Date Approved _____

Over \$2,500:
 Mayor *Stephen L. Lulid* Date Approved 6/2/2015

Comments or special arrangements (if required)
3/10/15 Board of Public Works pre-approval 3/24/15 Fin. Mtg
 Original contract for \$23,985.00 with change order 1 signed for an additional \$7,600. Change order 1 was added to allow crack sealing of Fitchrona Road in preparation for the chip sealing program this year.

PROJECT 100% COMPLETE. ADDITIONAL WORK NEEDED TO CRACK SEAL ROADS THAT ARE BEING CHIP SEALED THIS YEAR. CHIP SEAL CONTRACT WILL BE PROVIDED TO COVER COST.

PRECISION

Sealcoating Inc.

Date: 5/23/2015

This Is A Invoice

TO: City Of Fitchburg (WI) 5520 Lacy Road Fitchburg, WI. 53711	FOR: 2015 Crack Sealing Program Contact: Holly Powell Phone: 1-608-270-4263 1-608-206-3109 Fax: 1-608-270-4275
---	---

DESCRIPTION	AMOUNT
Invoicing For The Work Performed	
Attention: Holley Powell (1-608-206-3109)	
All Work Completed On Schedule Per Contract	
Contract For The 2015 Crack Sealing Program	\$ 23,985.00
Additional Work Completed For Chip Seal Roads To Be Crack Sealed	\$ 8,447.40
Start Date: 5-19-2015	
Date Completed : 5-21-2015	
See Attached Sheet For Pound Quantity Break Down	
Invoice Number: 1193	
Thanks Again	
Precision's Authorized Signature: <i>Bob Wedde - owner & ST.</i>	
FEDERAL ID# 39-18-14017 STATE ID# 514407	
TOTAL	\$ 32,432.40

*Make all checks payable to: Precision Sealcoating Inc.
Payment is due within 30 days of Invoice upon completion.
Payments not received when due will incur a late payment charge that will be computed at the rate of 18% APR.
If you have any questions concerning this please contact
Bob Wedde Owner
(920) 229-3306*

Thank you for your Business!



N6450 River Road
Princeton, WI
54968

PHONE (920) 229-3306
FAX (920) 295-6709

* City of Fitchburg, WI. *

* Material - Loading Sheet + Skids. *

Start: (W.R. Meadows). Job = (20,500 lbs) @ 1.17¢ @ #

Tuesday: (5-19-15) Hi-Spec. / 100% Virgin. * * = #23,985.00 TOTAL.

(5-19-15) 36 Boxes Per Skid @ 55# Each = 1,980 Pounds.

Loaded up on Truck + C/F. machines.
TOTAL SKIDS → 4 - (4) SKIDS @ 1,980 lbs. = TOTAL → 7,920#

Tuesday: 5-19-15. Loaded up again. X * Alternaoent * 2 NO. Times. X

6 - (2) SKIDS @ 1,980# Each = 3,960#
(20,500 - 11,880 = 8,620 left) * TOTAL = 11,880 lbs.

Tuesday: Night: 5-19-15. Loaded up again X For WED.

7 - (1) SKIDS @ 1,980 lbs. Each = 1,980#
(3 SKIDS + 700# = 6,640 lbs) * TOTAL = 13,860 lbs.

WED.: 5-20-15. Loaded up again for today. * Balance.

10 - (3) * SKIDS @ 1,980 lbs. Each = 6,600 lbs.
* 1,980 X 3 = 5,940 / 55# X 12 = 660# * TOTAL = 20,460 lbs.

(3 SKIDS + 13 BOXES) Plus (1) Extra Box = 55#

ATTN: up to Contract Amount = Total = 20,515 lbs.

ATTN: Increase Budget By \$7,600. Dollars.

Loaded up again * For Thursday 5-21-15.

13 - (3) * SKIDS @ 1,980 lbs. Each. → = 5,940#
(14 out Now) (3) (5,940 lbs) + 560 lbs. Extra = 6,500 lbs. 560#
(14 SKIDS = 27,720 LBS.) * * TOTAL = 27,015 lbs.

ATTN: Plus Add another 705 lbs. (Material) = 705#
to finish up last Road. TOTAL = 27,720 lbs.

TOTAL Price = $\frac{27,720 \times 1.17}{100} = 32,432.40$

Shawn Pfaff, Mayor
Introduced By

Public Works
Prepared by

Board of Public Works and Finance
Referred to

March 10, 2015
Date

**RESOLUTION R-29-15
AUTHORIZING ACCEPTANCE OF
2015 CRACK SEALING PROGRAM CONTRACT BID**

WHEREAS, the 2015 budget includes funds for crack sealing rural and urban collector roads; and

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

WHEREAS, the project was advertised by legal notice in the Wisconsin State Journal on February 18, 2015 and February 25, 2015 and posted on www.demandstar.com; and

WHEREAS, on March 4, 2015 at 11:00 a.m. 5 sealed bids received were publicly opened with the results listed on the attached bid tab; and

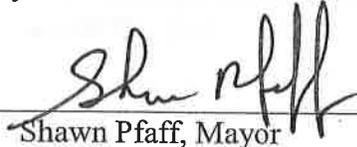
WHEREAS, Precision Sealcoating Inc., low bid of \$23,985.00 was found to be in compliance with the bid specifications;

NOW THEREFORE BE IT HEREBY RESOLVED, by the Fitchburg Common Council that it approves the award of the 2015 Crack Sealing Program Contract to Precision Sealcoating in the amount of \$23,985.00; and

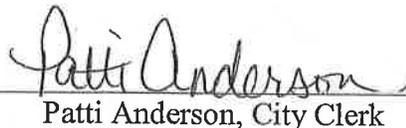
BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to sign the contracts with Precision Sealcoating Inc. for the 2015 Crack Sealing Program Contract Bid.

Adopted by the Common council of the City of Fitchburg this 24th day of March, 2015

Approved By: _____


Shawn Pfaff, Mayor

Attested By: _____


Patti Anderson, City Clerk

CONTRACT CHANGE ORDER

Change Order: 1
Date: May 21, 2015

Name of Project: 2015 Crack Sealing
Owner: City of Fitchburg
Contractor: Precision Sealcoating Inc.

The following changes are hereby made to the Contract Documents:

To include additional crack sealer routed item #1 at \$1.17/pound to fill Fitchrona Road from McKee Road to Nesbitt Road in preparation for chip sealing in 2015.

Change to CONTRACT PRICE:

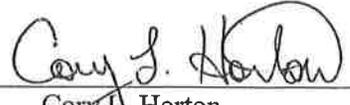
Original CONTRACT PRICE -	\$23,985.00
The CONTRACT PRICE due to CHANGE ORDER 1 Increased by -	\$7,600.00
The new CONTRACT PRICE including this CHANGE ORDER will be -	\$31,585.00

The Contractor and Owner hereby agree that the compensation to the Contractor effected hereby constitutes full settlement of the claims of the Contractor under this contract arising out of or incident to the changes effected hereby.

This document will become a supplement to the contract and all provisions will apply hereto.

Recommended by the ENGINEER:  Date 5/21/15
Gus Vander Wegen
Project Engineer

Accepted by the CONTRACTOR:  Date 5-21-15
(Name)
owner + S/T.
(Title)

Approved by the OWNER:  Date 5/21/2015
Cory L. Horton
Director of Public Works/City Engineer

Purchase Order

CITY OF FITCHBURG
 5520 Lacy Road
 Fitchburg, WI 53711
 608-270-4200
 Fax: 608-270-4212

Department: Streets

Prepared by: Mark Hodel *KCP*

P.O. Number	P.O. Date	Department Rec'd Date	Date submitted for approval
146584	21-May-15		

Vendor # 2650	SUBMITTED FOR APPROVAL
R.N.O.W, Inc	ADMINISTRATOR Under \$2,500 <input type="checkbox"/>
8636R West Allis, WI 53227	MAYOR \$2,500 < \$25,000 <input type="checkbox"/>
	FINANCE COMMITTEE Over \$25,000 <input checked="" type="checkbox"/>

Invoice Number	Invoice Date	Description	Fund	Dept	Acct	Job	Amount
2015-47853	27-May-15	2015 Schwarze A9 Monsoon	601	13400			236,630.50
		Serial #14-A9000-273					
		2015 Peterbilt 220 Chassis					
		Vin#3BPPHM7X7FF590628					
		Trade In ²⁰⁰⁸ Schwarze A7000	601	13400			(68,000.00)
		MV-11-Reg Fee	601	5932	300		74.50

<input checked="" type="checkbox"/> Above items are within budget	TOTAL	\$168,705.00 ✓
	Finance Initial	<i>KCP</i>

Signatures Required:

Department Head *[Signature]* Date Approved 6/1/15

Comptroller/Administrator *[Signature]* Date Approved _____

Over \$2,500:
 Mayor *[Signature]* Date Approved 6/2/2015

Comments or special arrangements (if required)
Pre-approval thru Board of Public Works 4/14/15
- Finance Committee 5/12/15

Shawn Pfaff, Mayor
Introduced By

Public Works
Drafted By

Board of Public Works & Finance
Committee

April 14, 2015
Date

Resolution R-49-15
PUBLIC WORKS STREET EQUIPMENT REPLACEMENT – STREET SWEEPER

WHEREAS, the 2015 Capital Equipment Budget includes funding for the purchase of a sweeper; and

WHEREAS, the Department of Public Works has prepared construction specifications and obtained competitive bids; and

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

WHEREAS, on April 7, 2015 at 11:00 a.m. four sealed bids were received and publicly opened with the results listed on the attached bid tab; and

WHEREAS, R.N.O.W. INC has provided the most responsive bid with a demonstration unit for the price of \$236,705.00; and

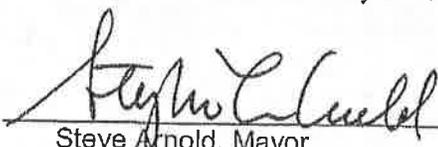
WHEREAS, R.N.O.W. INC has provided a trade in reduction in the amount of \$68,000.00.

NOW, THEREFORE, BE IT HEREBY RESOLVED, The Common Council of the City of Fitchburg, Dane County, Wisconsin, hereby approves trade in of the existing equipment and the award of the sweeper bid to R.N.O.W., INC and authorizes payment for the net amount of \$168,705.00 from the street equipment account.

BE IT FURTHER RESOLVED, the Common Council authorizes the Clerk and Mayor to sign the contracts with R.N.O.W., INC for the purchase of this equipment.

Adopted by the Common Council of the City of Fitchburg this 12th day of May, 2015.

Approved By:


Steve Arnold, Mayor

Attested By:


Patti Anderson, City Clerk



R.N.O.W., Inc.
 8636R West National Avenue
 West Allis, WI 53227

Voice: 414-541-5700

Fax: 414-543-9797

Invoice
 Invoice Number:
 2015-47853

Invoice Date:
 May 27, 2015

Page:
 1

Sold To:

CITY OF FITCHBURG
 5520 LACY RD
 FITCHBURG, WI 53711
 USA

Ship to:

CITY OF FITCHBURG
 2377 S FISH HATCHERY RD
 FITCHBURG, WI 53711
 USA

Customer Fax: 608-270-4212

Sales Rep ID
 JAS

Customer ID	Shipping Method	Ship Date	Customer PO	Payment Terms	Due Date
FITCHBURG	Deliver	5/27/15	P.O# 146584	DUE ON DELIVERY	5/27/15

Item	Description	Qty On Order	Quantity Shipped	Backorder Qty	Unit Price	Amount	Serial # / VIN
PETERBILT CHASSIS	2015 PETERBILT MODEL 220 CHASSIS WITH RIGHT HAND STEER	1.00	1.00		85,558.00	85,558.00	3BPPHM7X7FF590628
S-A9000	SCHWARZE A9 MONSOON REGENERATIVE AIR SWEEPER STAINLESS STEEL HOPPER AND SCREENS Standard w/rubber blast orifice Gutter Broom, Dual Gutter Broom, Tilt Power Dual Gutter Broom, GEO Dual Hopper Sound Suppression Hand Hose, 8" Power Boom Hopper Deluge, Conical Spray Hopper, Stainless Steel (SS) Hopper Screens, Drop Down (SS) Remote Grease Fittings, Fan Engine Remote Throttle Water Tank, Standard 250G Water Tank, W/ Add. 350G Spray Bar, Front	1.00	1.00		161,150.00	161,150.00	14-A9000-273

Please Pay From This Invoice - No Invoice Will Be Mailed

SALES TAX: All Taxes are collected for state in which delivery occurred:
 WI Sales Tax ID:456-0000558105-03 : MN Sales Tax ID 8764402 : IL Sales Tax ID 3083-7693

Return material will be accepted only with prior approval of R.N.O.W., Inc. Material must be returned in original containers and is subject to a 15% restocking charge. Our payment terms are listed on the invoice. All past due invoices are subject to a 1 1/2% finance charge per month (18% per annum). Any account not paid in full according to our terms will be placed C.O.D. basis. In the event the seller prevails in any action to enforce the terms hereof, the purchaser agrees to pay all attorney fees, court costs, and reasonable collection fees.

Subtotal	Continued
Sales Tax	Continued
Freight	
Total Invoice Amount	Continued
Payment/Credit Applied	
TOTAL	Continued



R.N.O.W., Inc.
 8636R West National Avenue
 West Allis, WI 53227

Voice: 414-541-5700

Fax: 414-543-9797

Invoice
 Invoice Number:
 2015-47853

Invoice Date:
 May 27, 2015

Page:
 2

Sold To:

CITY OF FITCHBURG
 5520 LACY RD
 FITCHBURG, WI 53711
 USA

Ship to:

CITY OF FITCHBURG
 2377 S FISH HATCHERY RD
 FITCHBURG, WI 53711
 USA

Customer Fax: 608-270-4212

Sales Rep ID
 JAS

Customer ID	Shipping Method	Ship Date	Customer PO	Payment Terms	Due Date
FITCHBURG	Deliver	5/27/15	P.O# 146584	DUE ON DELIVERY	5/27/15

Item	Description	Qty On Order	Quantity Shipped	Backorder Qty	Unit Price	Amount	Serial # / VIN
	Spray Bar, Hopper Add. 4 Nozzles	1.00	1.00				
	Strobe, Rear W/Guard LED (Std)	1.00	1.00				
	Arrowboard, Traffic Guide, LED	1.00	1.00				
	Warranty Standard- 1 Year or 1200 Hours	1.00	1.00				
	Dual Camera System Installed	1.00	1.00				
DISCOUNT	DEMONSTRATOR DISCOUNT GIVEN	1.00	1.00		10,003.00	-10,003.00	
	-----		1.00				
	TRADE IN 2008 SCHWARZE A7000	1.00	1.00		68,000.00	-68,000.00	

Please Pay From This Invoice - No Invoice Will Be Mailed

SALES TAX: All Taxes are collected for state in which delivery occurred:
 WI Sales Tax ID:456-0000558105-03 : MN Sales Tax ID 8764402 : IL Sales Tax ID 3083-7693

Return material will be accepted only with prior approval of R.N.O.W., Inc. Material must be returned in original containers and is subject to a 15% restocking charge. Our payment terms are listed on the invoice. All past due invoices are subject to a 1 1/2% finance charge per month (18% per annum). Any account not paid in full according to our terms will be placed C.O.D. basis. In the event the seller prevails in any action to enforce the terms hereof, the purchasers agrees to pay all attorney fees, court costs, and reasonable collection fees.

Subtotal	168,705.00
Sales Tax	
Freight	
Total Invoice Amount	168,705.00
Payment/Credit Applied	
TOTAL	168,705.00

Motor Vehicle Purchase Contract: THIS IS AN OFFER TO PURCHASE THAT WILL BECOME A BINDING MOTOR VEHICLE PURCHASE CONTRACT IF ACCEPTED BY THE DEALER. THE DEALER MUST ACCEPT OR REJECT THE OFFER WITHIN TWO (2) WORKING HOURS OR THE OFFER IS AUTOMATICALLY VOIDED AND YOU MAY REScind THE OFFER UNLESS AND UNTIL ACCEPTED BY THE DEALER. UNTIL ACCEPTANCE OR REJECTION OF THE OFFER THE DEALER SHALL BE PROHIBITED FROM SELLING THE VEHICLE TO ANY OTHER PARTY.

TRUCK

ORDER NO. 23619

DEALER NAME: R.N.O.W., Inc.
 ADDRESS: 8636R W. National Avenue
 CITY, ST, ZIP: West Allis, WI 53227
 PHONE: 414-541-5700

ORDER DATE: 5/21/2015
 SALESPERSON'S NAME: Jeff Shesler
 SALESPERSON'S LICENSE:

PURCHASERS NAME: City of Fitchburg						
ADDRESS: 2377 S. Fish Hatchery Road	CITY: Fitchburg	STATE: WI	ZIP: 53711			
TELEPHONE: 608-729-1720	COUNTY: Dane	EMAIL: mark.hedel@fitchburgwi.gov				
PLEASE ENTER MY ORDER FOR THE FOLLOWING MOTOR VEHICLE						
	NEW	USED	TITLE AS:	TRUCK	TRAILER	MUNICIPAL
	X					X

	MODEL YEAR	CHASSIS YEAR	DATE OF MFG	MAKE	MODEL	IDENTIFICATION NUMBER	
PURCHASED VEHICLE:	2015	2015		Peterbilt	220	3BPPHM7X7FF590628	
OWNED OR LEASED TRADE IN:	2008	2008	2008	International	4300	1HTMMAAN29J045408	
WARRANTY INFORMATION: (Check applicable box) Refer to separate document for coverages and exclusions			BODY COLOR	CAB COLOR	ORDERED ENGINE	W.B.	C.A.
Manufacturer Warranty Information: (Dealer is not a party to any manufacturer warranty)			White	White	Paccar		

1: New Vehicle Manufacturer Warranty	X
2: Remaining Vehicle Mfg Warranty	
List Expiration Date & Miles/Hours:	
Deductible to be paid by you:	
Transfer paid by you:	
3: Expired Warranty or Not Known	
Dealer Warranty Information:	
4. AS IS: NO WARRANTY. DEALER DISCLAIMS ALL WARRANTIES IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE	X
5. Limited Warranty: Term of:	
SERVICE CONTRACT INFORMATION	NONE
Administered By:	
Terms of Service:	

USED: PRICE (from the voluntary disclosure label (if displayed))	
NEW: Listing of additional specifications, optional equipment and accessories	
BASE MSRP (Manufacturer Suggested Retail Price)	\$ 246,708.00
PRICE OF THE VEHICLE	
a. Total of Options/Accessories:	
b. Services Fee:	
c. Discount:	\$ 10,077.50
1. Cash Price (BASE MSRP or USED PRICE + a + b - c)	\$ 236,630.50
TAXABLE ITEMS PURCHASED WITH VEHICLE	
d. Other:	
e. Service Contract:	
2. Total Taxable Items (d + e)	\$ 236,630.50
TRADE ALLOWANCE	
f. Owned Trade-In Allowance:	\$ 68,000.00
g. Leased Trade-In Allowance:	
3. Net Trade Allowance (f or g) (if negative amount add to line 2 + 3)	\$ 68,000.00
SALES TAX CALCULATION	
h. Amount Subject to Sales Tax (1 + 2 + 3)	\$ -
4. Sales Tax Rate = * h	\$ -
TAX & NON TAXABLE ITEMS PURCHASED WITH VEHICLE	
J. Federal Excise Tax	N/A
k. Federal Highway Tax	
l. Fees on MV11 Form	\$ 74.50
m. Warranty/Service Contract	
5. Total of Tax and Non-Taxable Items (j + k + l + m)	\$ 74.50
OWNED VEHICLE PAYOFF	
Due To:	
6. Estimated Payoff Amount on Owned Trade-In	n/a
CASH & CASH EQUIVALENTS	
n. Cash Down Payment on Order	\$ -
o. Manufacturer Rebate	
p. Additional Cash Due	
7. Total Cash and Rebates (n + o + p)	\$ -
8. Total Due on Delivery or Balance to Finance (1 + 2 + 3 + 4 + 5 + 6 - 7)	\$ 168,705.00

FEDERAL EXCISE TAX CALCULATIONS	
Total Cash Price (Line 1): NOTE: Chassis and only the debris tank is Taxable	N/A
Less Delivery Charge (Dealer to Customer):	
Less Service Fees:	
Total F.E.T. Taxable Base:	
12% Federal Tax Rate:	
Less Optional Tire Tax Credit:	
FEDERAL EXCISE TAX:	

GVWR/GCWR: The gross vehicle weight (GVWR), or Gross Combination Weight Rating (GCWR) of the vehicle subject to this order is _____
 Seller disclaims any and all liability for damages resulting from operation in excess of the above stated GVWR or GCWR

ANTICIPATED DELIVERY DATE: 5/27/2015
 Regarding reason, if the vehicle ordered by the purchaser is not available for delivery within 15 calendar days after the anticipated delivery date, the purchaser may cancel this order and shall, within one business day, received a full refund of down payment, and return of trade-in vehicle, or title for trade-in vehicle, or both. If the trade-in is not available the purchaser shall receive the trade in allowance. Unless delivery date is otherwise qualified on the purchase contract by the purchaser, if the ordered vehicle becomes available prior to delivery date, the dealer licensee may require acceptance not less than 21 calendar days after having notified the purchaser of the availability of delivery, in which case no penalty shall be assessed for non-acceptance of delivery prior to the stated anticipated delivery date.

OTHER CONDITIONS OF SALE:

<input type="checkbox"/>	This is a Finance Transaction Arranged By R.N.O.W., Inc.
<input type="checkbox"/>	This is a Finance Transaction Arranged By YOU
X	This is a Cash Transaction YOU ARE OBLIGATED TO PAY THE BALANCE OF DELIVERY

This transaction is voidable at the option of the dealer at any time prior to the delivery of the purchased vehicle if any of the following representations are untrue. The undersigned purchaser(s) warrants that the below of this transaction and these representations survive the closing of this transaction as to other remedies. representations are true. The option to void this transaction in no way limits or restricts the election of other remedies available to the dealer prior to or after the closing

A. That I am 18 years of age or older

B. That I have full power, right and lawful authority to dispose of trade-in
 C. That the price for the purchase contract or other conditions of sale, I will ensure that any and all liens or encumbrances on the trade-in are satisfied and released before or immediately upon delivery of the trade-in to the dealer
 D. That the trade in does not have a cracked or defective neo, brock, powertrain or frame (including the supportive portion of the unibody)
 E. That the parts on the trade-in are original equipment or are as originally installed by the manufacturer or have comparable and tested replacement parts
 F. That the engine and transmission or the trade-in have not been changed from the manufacturer's original equipment specifications
 G. That while I have owned or leased the trade-in an odometer has not been replaced, tampered with or otherwise altered in any way and I believe that the trade-in's current odometer reading of _____ miles.

	YES	NO		YES	NO
H. The trade-in has not been flood/water damaged	X			X	
I. The trade-in has not been previously titled as a salvage vehicle, mfg buy back, or subject to any other title brands.	X			X	
J. That while I have owned/leased the trade-in its restraining devices (airbags or seat belts) have not been replaced or tampered with.	X			X	
K. The only holders of a security interest are listed below:	X			N/A	
Lienholders	X				

YOUR SIGNATURE _____ DATE 5/27/2015 TIME _____
 ACCEPTED BY DEALER AGENT: _____ DATE 5/27/2015 TIME _____

DATE: 6/4/2015

TO: FINANCE COMMITTEE

FROM: FINANCE DEPT.

RE: FINANCE COMMITTEE MONITORING OF P/O'S BETWEEN \$10,000 & \$25,000

	<u>BATCH #</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
Kayser Automotive Group			
2015 Ford Edge	A7	400-4722-135	\$26,270.00
Trade in for 2015 Ford Edge		400-4882-135	-\$2,500.00
			\$23,770.00
Austad & Son Inc			
Acoustic Panel Installation - Sr. Center	B1	400-5716-351	\$15,240.00
			\$15,240.00

Purchase Order

CITY OF FITCHBURG
 5520 Lacy Road
 Fitchburg, WI 53711
 608-270-4200
 Fax: 608-270-4212

Department: Police

Prepared by: Dana Schmidt

P.O. Number	P.O. Date	Department Rec'd Date	Date submitted for approval

Vendor # <u>119</u> <u>Kayser Automotive Group</u> <u>2303 W. Beltline Hwy Use Dealership</u> <u>Madison, WI 53701 Address</u>	SUBMITTED FOR APPROVAL
	ADMINISTRATOR Under \$2,500 <input type="checkbox"/>
	MAYOR \$2,500 < \$25,000 <input checked="" type="checkbox"/>
	FINANCE COMMITTEE Over \$25,000 <input type="checkbox"/>

Invoice Number	Invoice Date	Description	Fund	Dept	Acct	Job	Amount
F0043	05/20/2015	2015 Ford Edge	400	5722	135	2135	\$ 23,770.50
			400	4882	135		(2500.00)
		See attached documents					
TOTAL							\$ 23,770.50
<input type="checkbox"/> Above items are within budget							Finance Initial <u>MS</u>

26,270

Signatures Required:

Department Head Thomas Blatter

Date Approved 5-21-15

Comptroller/Administrator AM

Date Approved _____

Over \$2,500:
 Mayor Stephen L. Lamm

Date Approved 5/27/2015

Comments or special arrangements (if required) _____

95428



CTL# 10369

2303 W. Beltline Hwy., Madison, Wisconsin 53701-1526 / Phone (608) 276-0200

SOLD TO CITY OF FITCHBURG POLICE
5520 LACY ROAD CHF THOMAS BLATTER
FITCHBURG WI 53711

DATE 05/20/2015
INVOICE NO. F0043
SALESMAN TIM ASKEY

INVOICE

KEY CODES

SOLD VEHICLE PO NUMBER
2015 Ford EDGE 2FMTK4G90FBB43150
TRADE VEHICLE
2005 Ford TAURUS 1FAHP56S55A273012

CASH PRICE	26200.00
GAP	N/A
WARRANTY	N/A
TAX	N/A
LIC & TITLE	70.50
TOTAL CASH PRICE	26270.50
MAINTENANCE	N/A
CREDIT INSURANCE TOTAL	N/A
TOTAL TIME PRICE	26270.50
CASH DOWN	N/A
REBATE	N/A
GROSS TRADE IN	2500.00
TRADE PAYOFF	N/A
NET TRADE IN	2500.00
TOTAL	23770.50

NET DUE IN 10 DAYS

INTEROFFICE MEMORANDUM

TO: TONY ROACH, CITY ADMINISTRATOR
FROM: THOMAS BLATTER, CHIEF OF POLICE *TB*
SUBJECT: REPLACEMENT VEHICLE
DATE: FEBRUARY 2, 2015

We have received authorization in the 2015 CIP to replace a vehicle (Project 2135). We contacted the State of Wisconsin Contract holder for the vehicle we want and received a formal quote from them, which includes our trade-in. We also contacted Kayser Ford for a quote with the trade-in to see if we could get even better pricing. Please see the summarization of each quote below, as well as, the attached backup documents.

Ewald Automotive (State Contract Holder)

\$26,283 Contract Price

\$2,300 Trade-In

\$23,983 Total Cost

Kayser Ford (Local Dealership)

\$26,100 Base Price

\$2,400 Trade-In

\$23,700 Total Cost

With trade-in, we budgeted \$27,000 in the CIP, so we are well under that amount. I am seeking authorization to move forward and purchase this vehicle locally through Kayser Ford at the lower cost.

*OK
AB
2/2/15*

MOTOR VEHICLE PURCHASE CONTRACT THIS IS AN OFFER TO PURCHASE THAT WILL BECOME A BINDING MOTOR VEHICLE PURCHASE CONTRACT IF ACCEPTED BY THE DEALER...

DEALER NAME KAYSER FORD, INC. ADDRESS 2303 W. BELTLINE HWY CITY, STATE, ZIP MADISON WI 53713 TELEPHONE NO. 608/271-6000

PROSPECTIVE PURCHASER (YOU) NAME(S) CITY OF FITCHBURG POLICE STREET ADDRESS 5520 LACY ROAD CHF THOMAS BLATTER CITY FITCHBURG STATE WI ZIP 53711

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED VEHICLE NEW USED DEMO EXEC TITLE AS MOTORCYCLE CAR TRUCK OTHER LICENSE NO. PURCHASED VEHICLE 2015 Ford EDGE Multi P 2FMTK4G90FBB43150

Dealer is not a party to any manufacturer warranties. Warranty terms may be negotiable. Terms agreed to on the purchase contract are final. WARRANTY & SERVICE CONTRACT INFORMATION Refer to separate document for coverages and exclusions.

USED: PRICE from the Wisconsin Buyers Guide \$ NEW: MSRP detail provided on window label MSRP detail provided on attachment Base MSRP Dealer Markup Dealer Installed Options - Has a warranty if (check) at left.

ANTICIPATED DELIVERY DATE May 20th, 20 15

Regardless of reason, if the vehicle ordered by the purchaser is not available for delivery within 15 calendar days after the anticipated delivery date, the purchaser may cancel this order and shall, within one business day, receive a full refund of any down payment, and return of trade-in vehicle, or title for trade-in vehicle, or both.

THE ORDERED VEHICLE MUST BE LOCATED If the motor vehicle dealer and purchaser enter into a purchase contract for a new motor vehicle not available at the dealer's lot, the dealer and purchaser agree that the vehicle mileage upon delivery will not exceed miles. Before vehicle delivery, purchaser has the right to cancel the purchase contract if the mileage of the vehicle exceeds that amount.

A service fee is not required by law, but may be charged to motor vehicle purchasers or lessees for services related to compliance with state and federal laws, verifications and public safety, and must be reasonable.

ORDER OUT VEHICLE NOT PRICE PROTECTED (See Back of Contract for Details) THE APPRAISAL OF THE TRADE-IN IS BASED ON AN ODOMETER READING OF UP TO MILES/KILOMETERS AND THE TRADE-IN MAY BE REAPPRAISED IF IT EXCEEDS THIS LIMIT.

BUYER'S REPRESENTATIONS: This transaction is voidable at the option of the dealer at any time prior to delivery of the purchased vehicle if any of the representations contained on the Buyer Representation Statement that refers to this contract are untrue.

No oral representations are binding unless written on this form. The document, (including the reverse side and the Buyer's Representations Statement) is the entire agreement between You and Dealer, and supersedes any prior agreements and representations, regarding the transactions described above.

As a deterrent to purchaser failing to take delivery on the vehicle as herein provided, you agree that if you do not accept delivery, you shall, at dealer's option, forfeit to dealer, as a penalty, 5% (not to exceed 5%) of the cash price of the vehicle as authorized by Section 218.0141 Wisconsin Statutes.

YOUR SIGNATURE(S) ACCEPTED BY DEALER OR AUTHORIZED AGENT AUTHORIZED SIGNATURE

DATE SIGNED 05/20/2015 TIME SIGNED 09:54 A.M. DATE SIGNED 05/20/2015 TIME SIGNED 09:54 A.M.

Purchase Order

CITY OF FITCHBURG
 5520 Lacy Road
 Fitchburg, WI 53711
 608-270-4200
 Fax: 608-270-4212

Department: Senior

Prepared by: Jill McHone

P.O. Number	P.O. Date	Department Rec'd Date	Date submitted for approval
	5/29/2015		

Vendor # <u>41164</u>	SUBMITTED FOR APPROVAL
<i>New</i> Austad & Son, Inc.	ADMINISTRATOR Under \$2,500 <input type="checkbox"/>
905 Dempsey Road	MAYOR \$2,500 < \$25,000 <input checked="" type="checkbox"/>
Madison, WI 53714	FINANCE COMMITTEE Over \$25,000 <input type="checkbox"/>

Invoice Number	Invoice Date	Description	Fund	Dept	Acct	Job	Amount
21181	5/28/2015	Acoustic Panel Install	400	5716 5714	351 000	^{Δ by JP} 6351	\$15,240.00
<input type="checkbox"/> Above items are within budget						TOTAL	\$15,240.00 ✓
						Finance Initial	<u>JP</u>

Signatures Required:

Department Head Jill McHone

Date Approved 5-29-15

Comptroller/Administrator AR

Date Approved _____

Over \$2,500:

Mayor [Signature]

Approved 6/2/2015

Comments or special arrangements (if required)
W-9 Req. via email 6/1 by Kim Reed
Bevins approv. Attached

*1 Kevin
 Shad
 Signature
 TOC*

AUSTAD & SON, INC.
905 Dempsey Road
Madison, WI 53714

Invoice
Invoice Number:
21181

Invoice Date:
5/28/15

Voice: 608-661-4600
Fax: 608-661-4568

TO: CITY OF FITCHBURG

FITCHBURG COMMUNITY CENTER
5510 LACY ROAD
FITCHBURG, WI
JILL MCHONE

Description	Amount
COSTS ASSOCIATED WITH ACOUSTICAL CEILING MATERIALS AND LABOR.	15,240.00

TOTAL 15,240.00

Kim Hauge

From: Kevin Richmond
Sent: Wednesday, June 03, 2015 1:53 PM
To: Kim Hauge
Subject: RE: Austad & Son Inc

Its good to go .

From: Kim Hauge
Sent: Wednesday, June 03, 2015 1:52 PM
To: Kevin Richmond
Subject: Austad & Son Inc
Importance: High

Kevin,

I have a PO that Jill from the Senior Center completed to pay Austad & Son Inc for the Acoustic Panel install. I have been told that you should sign off on this po as well being that it is a building issue.

Invoice #21181
Invoice Date: 5/28/2015
Acct #: 400-5716-351
Amount: \$15240.00

Can you stop by my desk to initial the PO or you can respond to this email as well giving your ok.

Thank you

Kim Hauge
Account Clerk II
Finance Dept.
City of Fitchburg
5520 Lacy Rd, Fitchburg WI 53711
Ph: 608-270-4251
Fax: 608-270-4212
Fitchburg Website: www.fitchburgwi.gov
PSC Website: <http://psc.wi.gov>

DATE: 6/4/2015

TO: FINANCE COMMITTEE

FROM: FINANCE DEPT.

RE: FINANCE APPROVAL FOR INVOICES OVER \$25,000

	<u>ACCT NO</u>	<u>AMOUNT</u>
Metro Transit		
1st Quarter Investment Partner Share	100-5352-200	\$109,800.00

Purchase Order

CITY OF FITCHBURG
 5520 Lacy Road
 Fitchburg, WI 53711
 608-270-4200
 Fax: 608-270-4212

Department: Public Works

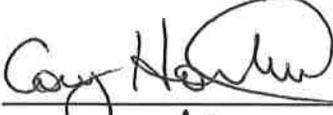
Prepared by: Ahna Bizjak

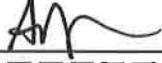
P.O. Number	P.O. Date	Department Rec'd Date	Date submitted for approval

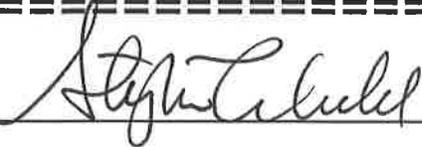
Vendor # <u>278</u> <u>Metro Transit</u> <u>1245 E. Washington Ave., Suite 201</u> <u>Madison, WI 53703</u>	SUBMITTED FOR APPROVAL
	ADMINISTRATOR Under \$2,500 <input type="checkbox"/>
	MAYOR \$2,500 < \$25,000 <input type="checkbox"/>
	FINANCE COMMITTEE Over \$25,000 <input checked="" type="checkbox"/>

Invoice Number	Invoice Date	Description	Fund	Dept	Acct	Job	Amount
50900185	5/6/2015	Investment Partner Share - 1st Quarter	100	5352	200		\$109,800.00
<input type="checkbox"/> Above items are within budget						TOTAL	\$109,800.00
						Finance Initial	<u>MBJ</u>

Signatures Required

Department Head  Date Approved 5/21/2015

Comptroller/Administrator  Date Approved _____

=====
 Over \$2,500:
 Mayor  Date Approved 5/27/2015

Comments or special arrangements (if required): This is based on the updated contract for partners to contribute their share towards the dead-head hours on the routes.



Metro Transit

Invoice

City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711

Date: 5/6/2015
Invoice #: 50900185
Terms: Net 30

Billing Period		Description	Amount
Start date	End date		
1/1/2015	3/31/2015	1st Quarter 2015 Partner investment	\$ 109,800.00
Balance due			<u>\$ 109,800.00</u>

Direct billing inquiries to:
Wayne Block at 608-267-8766
Wblock@cityofmadison.com

Mail payment to:
Madison Metro Transit
Attn: Accounts Receivable
1245 East Washington Avenue
Madison, WI 53703

Or pay online at: www.mymetrobus.com/invoice

Thank you for your business

MAY 08 2015

City of Fitchburg

Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred: **May 12, 2015**
Date to Report Back: **June 9, 2015**

Ordinance Number:
Resolution Number: **R-55-15,**
PCR-02-15

Sponsored by: Mayor

Drafted by: Planning / Zoning

TITLE: Resolution R-55-15 Designating Proposed Boundaries and Approving a Project Plan For Tax Incremental District No. 9, City of Fitchburg, Wisconsin

Plan Commission Resolution PCR-02-15 Designating Proposed Boundaries and Approving a Project Plan for Tax Incremental District No. 9, City of Fitchburg, Wisconsin

Background: The Plan Commission approved PCR-01-15, calling for a public hearing on proposed TID 9. This Resolution, and accompanying Plan Commission Resolution, would designate and approve the Project Plan for TID 9. A copy of the proposed Project Plan is not yet available, but will be provided when it becomes available.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Plan Commission	Hovel/Badtke	May 19, 2015	Approved
2	Joint Review Board	Roach/Dodge	May 19, 2015	
3	Finance Committee	Roach/Dodge	June 9, 2015	

Amendments:



June 9, 2015

Project Plan for the Creation of Tax Incremental District No. 9



Organizational Joint Review Board Meeting Held:	May 19, 2015
Public Hearing Held:	May 19, 2015
Approval by Plan Commission:	May 19, 2015
Consideration for Adoption by Common Council:	Scheduled for: June 9, 2015
Approval by the Joint Review Board:	Scheduled for: June 16, 2015



Tax Incremental District No. 9 Creation Project Plan

City of Fitchburg Officials

Common Council

Steve Arnold	Mayor
Dorothy Krause	Council Member
Carol Poole	Council Member
Julia Arata-Fratta	Council Member
Patrick Stern	Council Member
Jason Gonzalez	Council Member
Dan Carpenter	Council Member
Jake Johnson	Council Member
Tony Hartmann	Council Member

City Staff

Patti Anderson	City Clerk
Tony Roach	City Administrator
Michael Zimmerman	Economic Development Director
Thomas Hovel	Zoning Administrator – City Planner
Mark Sewell	City Attorney

Plan Commission

Jim Anderson	Carol Poole
Kathi Kilgore	Steve Arnold
Tony McGrath	Thomas Hovel
Ed Kinney	Susan Badtke
Rachel Lee	

Joint Review Board

Thomas Hovel	City Representative
Charles Hicklin	Dane County
Tim Casper	Madison Area Technical College District
Derrell Connor	Verona Area School District
Elton J. Crim, Jr.	Public Member



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SECTION 1: Executive Summary

Description of District

Type of District, Size and Location

Tax Incremental District (“TID”) No. 9 (the “TID” or “District”) is proposed to be created by the City of Fitchburg (“City”) as an industrial district. A map of the proposed District boundaries is located in Section 3 of this plan.

The district is proposed to assist a long time local manufacturer, the Sub Zero / Wolf Corporation, to expand its operations by adding a 305,000 square foot facility at an approximate cost of \$50,000,000 to \$60,000,000 including equipment.

Estimated Total Project Expenditures.

The City anticipates making or reimbursing total project expenditures of approximately \$2,250,000 to undertake the projects listed in this Project Plan. The City anticipates completing the projects in a single Phase. The Expenditure Period of this District is 15 years from the date of adoption of the authorizing Resolution of the Common Council (the “Creation Resolution”). The projects to be undertaken pursuant to this Project Plan are expected to be financed with a Municipal Revenue Obligation (MRO) or “PAYGO” Bond issued by the City, however, the City may use other alternative financing methods which may provide overall lower costs of financing, preserve debt capacity, mitigate risk to the City, or provide other advantages as determined by the Common Council. A discussion and listing of other possible financing mechanisms, as well as a summary of total project financing, is located in Section 10 of this plan.

Economic Development

As a result of the creation of this District, the City projects that additional land and improvements value of approximately \$11,225,000 will be created as a result of new development, redevelopment, and appreciation in the value of existing properties. This additional value will be a result of the improvements made and projects undertaken within the District. A table detailing assumptions as to the timing of new development and redevelopment and associated values is located in Section 10 of this Plan. In addition, creation of the District is expected to result in other economic benefits as detailed in the Summary of Findings hereafter.

Expected Termination of District

Based on the Economic Feasibility Study located in Section 10 of this plan, this District would be expected to generate sufficient tax increments to recover all project costs by the year 2032; 4 years earlier than the 20 year maximum life of this District.

Summary of Findings

As required by Wisconsin Statutes Section 66.1105 , and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made:

1. **That “but for” the creation of this District, the development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City.** In making this determination, the City has considered the following information:

- The City expects to conduct an independent review of the Sub-Zero’s sources and uses proforma for the initial proposed development project. This review will determine the final amount of the City’s participation amount. The developer has indicated that a public investment of approximately \$2,250,000 is required to enable the development to occur in the manner desired by the City, while providing the company a fair and reasonable return on their investment.
- It is the judgment of the City that the use of Tax Incremental Financing (“TIF”) will be required to provide the necessary infrastructure and inducements to encourage development on the site consistent with that desired by the City.
- In order to make the areas included within the District suitable for development, the City will need to make a substantial investment to pay for the costs of: property, right-of-way and easement acquisition, site preparation, installation of utilities; installation of streets and related streetscape items; development incentive payments, and other associated costs. Due to the extensive initial investment that is required in order to allow development to occur, the City has determined that development of the area will not occur solely as a result of private investment. Accordingly, the City finds that absent the use of TIF, development of the area is unlikely to occur.
- Use of TIF in this instance will provide the City with the means to retain a long standing employer that was founded in 1945. The company also is considering alternate locations for this project at its other sites that it owns in Phoenix, Arizona and Richmond, Kentucky. Use of TIF is considered to be a key to retaining this company in Fitchburg and Wisconsin.

2. **The economic benefits of the Tax Incremental District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the City has considered the following information:

- As demonstrated in the Economic Feasibility Section of this Project Plan, the tax increments projected to be collected are more than sufficient to pay for the proposed project costs. On this basis alone, the finding is supported.
- The development expected to occur is likely to generate approximately 313 full time jobs through the first three years of the District, with an average wage of approximately \$18 per hour plus 55% fringe benefits. (*source:3/24/15 Sub-Zero Presentation to City*).

3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.**
 - If approved, the District's creation would become effective for valuation purposes as of January 1, 2015. As of this date, the values of all existing development would be frozen and the property taxes collected on this base value would continue to be distributed amongst the various taxing entities as they currently are now. Taxes levied on any additional value established within the District due to new construction, renovation or appreciation of property values occurring after January 1, 2015 would be collected by the TID and used to repay the costs of TIF-eligible projects undertaken within the District.
 - Since the development expected to occur is unlikely to take place or in the same manner without the use of TIF (see Finding #1) and since the District will generate economic benefits that are more than sufficient to compensate for the cost of the improvements (see Finding #2), the City reasonably concludes that the overall benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the "but for" test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the District is not created. As required by Section 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been made and can be found in Appendix A of this plan.
4. Not less than 50% by area of the real property within the District is suitable for industrial sites and zoned for industrial use within the meaning of Wisconsin Statutes Section 66.1101. Any real property within the District that is found suitable for industrial sites and is zoned for industrial use at the time of the creation of the District will remain zoned for industrial use for the life of the District.
5. Based upon the findings, as stated above, the District is declared to be an industrial District based on the identification and classification of the property included within the District.
6. The project costs relate directly to promoting industrial development in the District consistent with the purpose for which the District is created.
7. The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
8. The equalized value of taxable property of the District, plus the value increment of all existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1.
10. The Project Plan for the District in the City is feasible, and is in conformity with the master plan of the City.

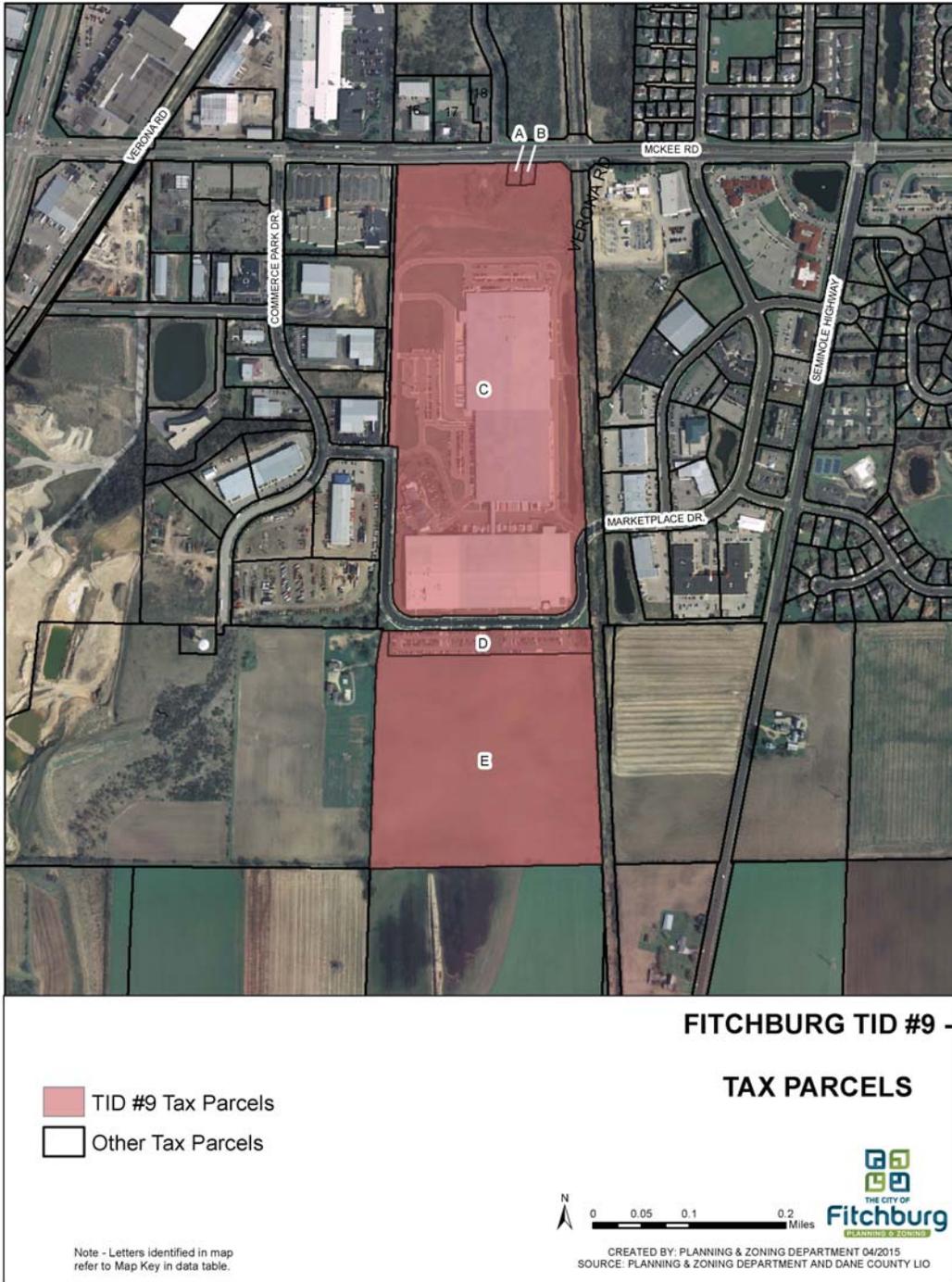
SECTION 2: Type and General Description of District

The District is being created by the City under the authority provided by Wisconsin Statutes Section 66.1105. This District is created as an “Industrial District” based upon a finding that at least 50%, by area, of the real property within the District is zoned and suitable for industrial sites within the meaning of Wisconsin Statutes Section 66.1101 (See Section 5 of this plan for a breakdown of District parcels by class and calculation of compliance with the 50% test).

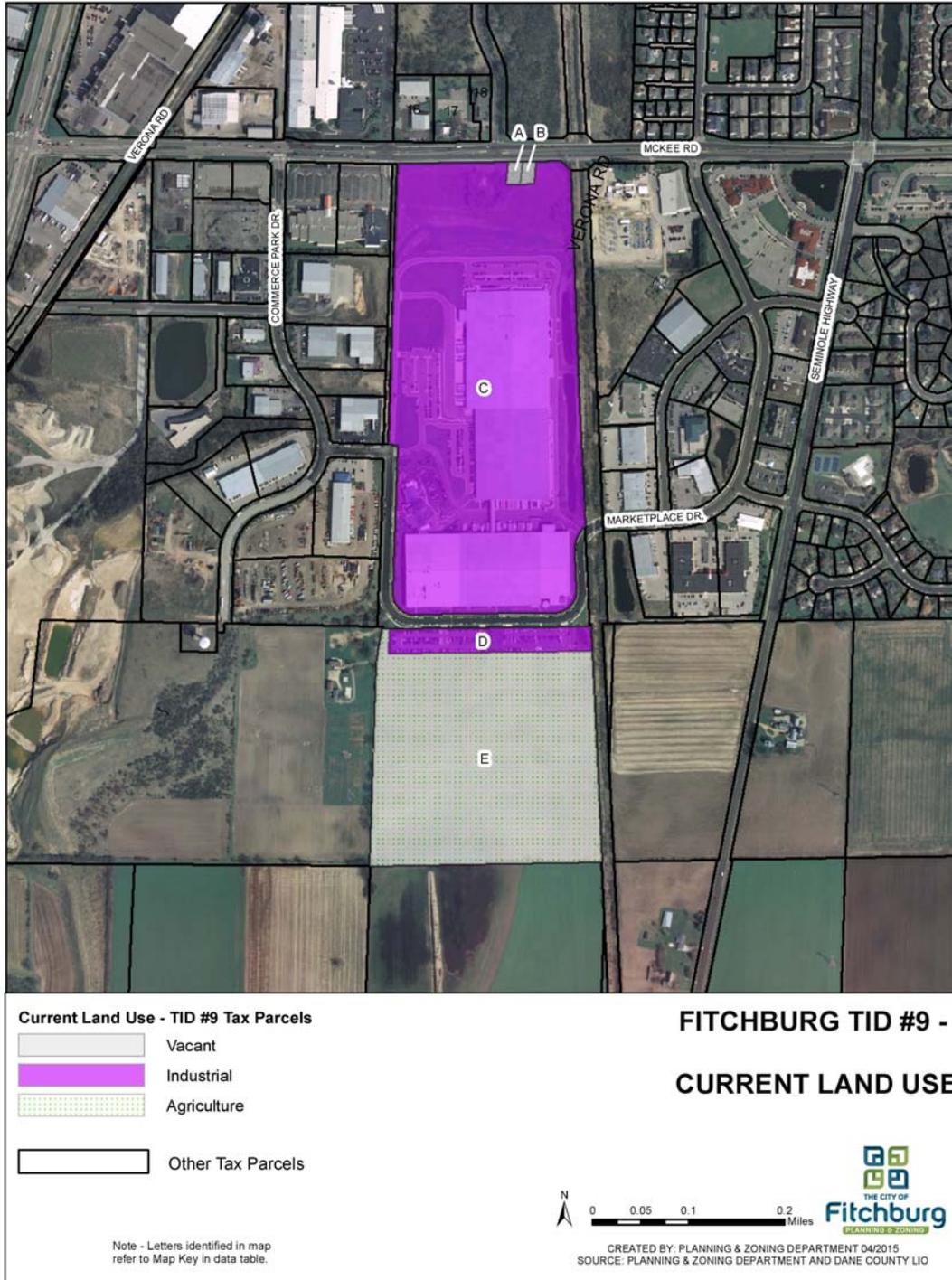
A map depicting the boundaries of the District is found in Section 3 of this Plan. A map depicting the proposed uses of the District is found in Section 8 of this plan. The City intends that TIF will be used to assure that industrial, distributor and related private development locates in this District. This will be accomplished by installing public improvements, and making necessary related expenditures, to promote industrial development within the District. The goal is to increase the tax base and to provide for and preserve employment opportunities within the City. The project costs included in this Plan relate directly to promoting industrial development in the District consistent with the purpose for which the District is created.

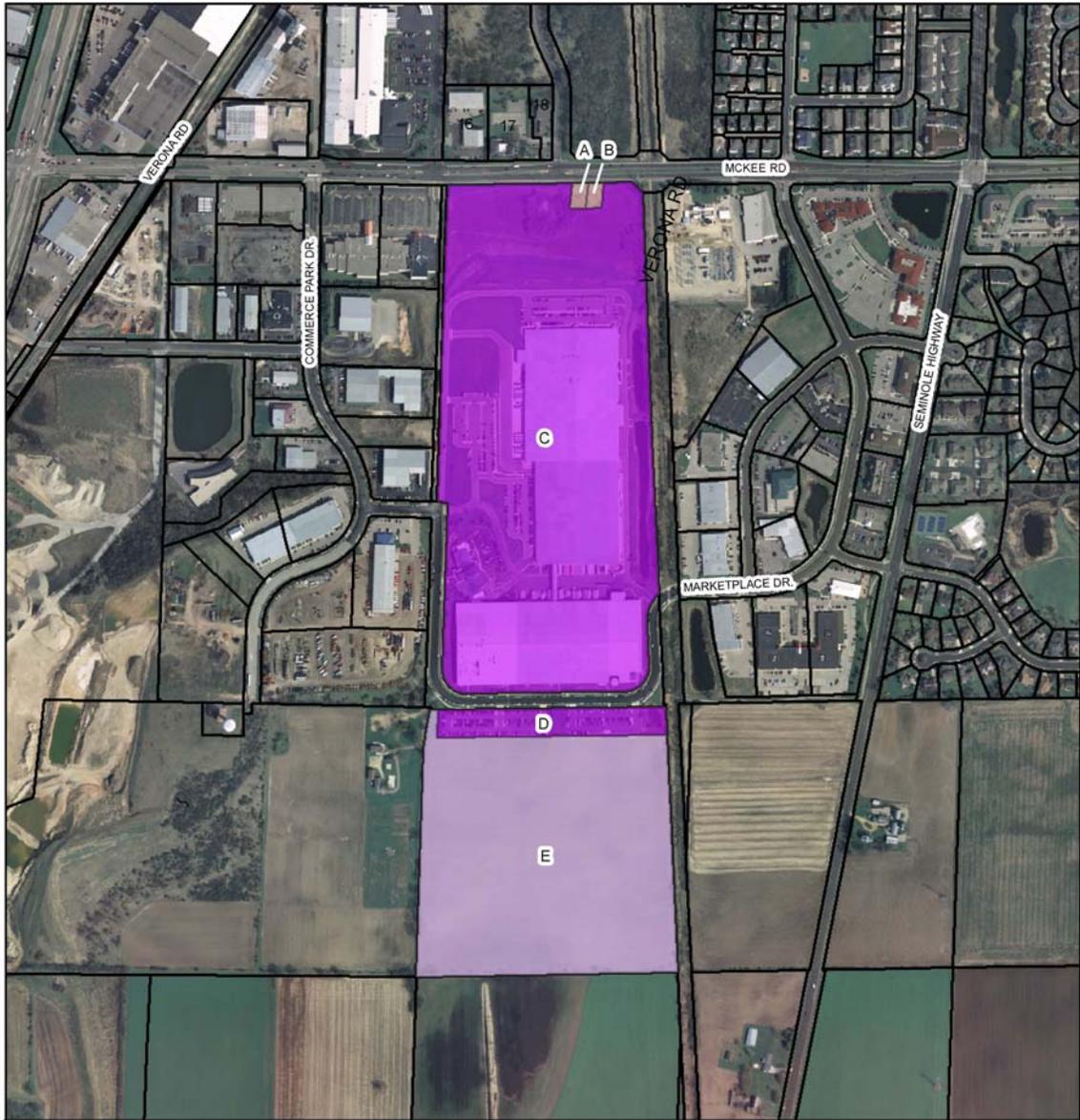
Based upon the findings, as stated within this Plan, the District is declared to be an industrial District based on the identification and classification of the property included within the district.

SECTION 3: Preliminary Map of Proposed District Boundary



SECTION 4: Maps Showing Existing Uses and Conditions





Current Zoning - TID #9 Tax Parcels

- B-P; Professional Office
- I-G; General Industrial
- R-D; Rural Development
- Other Tax Parcels

Note - Letters identified in map refer to Map Key in data table.

**FITCHBURG TID #9 -
CURRENT ZONING**



CREATED BY: PLANNING & ZONING DEPARTMENT 04/2015
SOURCE: PLANNING & ZONING DEPARTMENT AND DANE COUNTY LIO

SECTION 5:
Preliminary Parcel List and Analysis

Proposed TID 9 Property Information									
Map Key	Owner	Parcel #	Parcel		Industrial Acres	ASSESSED Valuation (in \$)			
			Acres	Zoning		Land	Improvement	Per Prop	Total
A	Sub-Zero Wolf	060908285609	0.21	B-P		9,000	-	-	9,000
B	Sub-Zero Wolf	060908285501	0.21	B-P		9,000	-	-	9,000
C	Sub-Zero Wolf	060908285752	56.767	I-G	56.767	9,165,200	26,537,900	4,968,900	40,672,000
D	Sub-Zero Wolf	060908385302	3.44	I-G	3.44	185,000	275,000	-	460,000
E	Donald Dunn	060908385602	33.13	R-D		8,500	-	-	8,500
Totals			93.757		60.207	9,376,700	26,812,900	4,968,900	41,158,500

SECTION 6: Equalized Value Test

The following calculations demonstrate that the City is in compliance with Wisconsin Statutes Section.66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the base value of the proposed District, totals \$197,813,800. This value is less than the maximum of \$314,875,704 in equalized value that is permitted for the City of Fitchburg. The City is therefore in compliance with the statutory equalized valuation test and may proceed with creation of this District.

City of Fitchburg, Wisconsin				
Tax Increment District # 9 (Sub-Zero Project)				
Valuation Test Compliance Calculation				
Creation Date	6/9/2015			
	Valuation Data	Dollar	Percent	Valuation Data
	Currently Available	Charge	Change	Est. Creation Date
	2014			
Total EV (TID In)	2,623,964,200		1.00%	2,650,203,842
12% Test	314,875,704			314,875,704
Increment of Existing TIDs				
TID #4	139,948,600		3.00%	144,147,058
TID #6	13,504,200		3.00%	13,909,326
TID #7	3,202,500		3.00%	3,298,575
TID #8	0			0
	0			0
	0			0
Total Existing Increment	156,655,300			161,354,959
Projected Base of New or Amended District	41,158,500		1.00%	41,570,085
Total Value Subject to 12% Test	197,813,800			202,925,044
Compliance	PASS			PASS

Version 5

SECTION 7: Statement of Kind, Number and Location of Proposed Public Works and Other Projects

The following is a list of public works and other TIF-eligible projects that the City expects to implement in conjunction with this District. These costs are currently expected to be incurred by Sub Zero as the owner/developer and may be reimbursed by the City as part of a Municipal Revenue Obligation or PAYGO financing technique. Any costs necessary or convenient to the creation of the District or directly or indirectly related to the public works and other projects are considered "Project Costs" and eligible to be paid with tax increment revenues of the District.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

In order to promote and facilitate development and/or redevelopment the City or Sub Zero may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred in order to make the property suitable for development and/or redevelopment. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City or Sub Zero to acquire property and make it suitable for development and/or redevelopment exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as defined in Wisconsin Statutes Section 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Acquisition of Rights-of-Way

The City or Sub Zero may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

No relocation is expected as a part of this plan however, if relocation expenses were to be incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wisconsin Statutes Sections 32.19 and 32.195.

Site Preparation Activities

Environmental Audits and Remediation

There have been no known environmental studies performed within the proposed District. If, however, it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City or Sub Zero related to environmental audits, testing, and remediations are eligible Project Costs.

Demolition

In order to make sites suitable for development, the City or Sub Zero may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development and/or redevelopment, to provide access, and to control stormwater runoff. The City or Sub Zero may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development and/or redevelopment to occur, the City or Sub Zero may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs. The improvements to the wastewater treatment facilities, although not within the ½ mile radius, is an eligible project cost under Section 66.1105(2)(f)1 k.

Water System Improvements

There are inadequate water distribution facilities serving areas of the District. To allow development and/or redevelopment to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

To manage stormwater runoff, the City or Sub Zero may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development and/or redevelopment to occur, the City or Sub Zero may need to construct and/or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

In order to attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

CDA Type Activities

Contribution to Community Development

As provided for in Wisconsin Statutes Sections 66.1105(2)(f)1.h and 66.1333(13), the City may provide funds to its CDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the CDA for this purpose are eligible Project Costs.

Miscellaneous

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for the purpose of sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover project costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include, but are not limited to: architectural; environmental; planning; engineering; legal, audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees in connection with the implementation of the Plan.

Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

With all projects the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

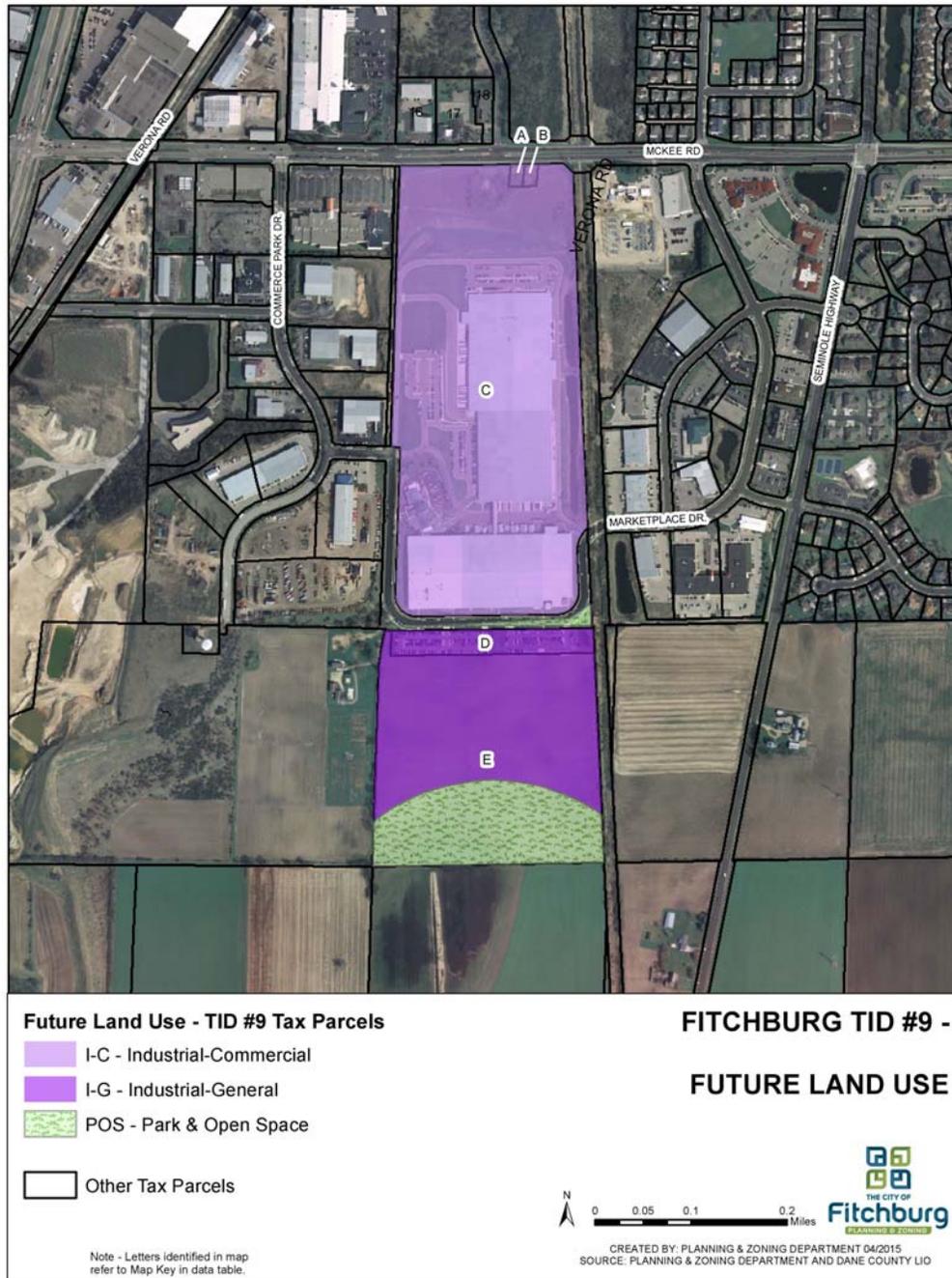
In the event any of the public works project expenditures are not reimbursable out of the special TIF fund under Wisconsin Statutes Section 66.1105, in the written opinion of counsel retained by the City for such purpose or a court of record so rules in a final order, then such project or projects shall be deleted herefrom and the remainder of the projects hereunder shall be deemed the entirety of the projects for purposes of this Project Plan.

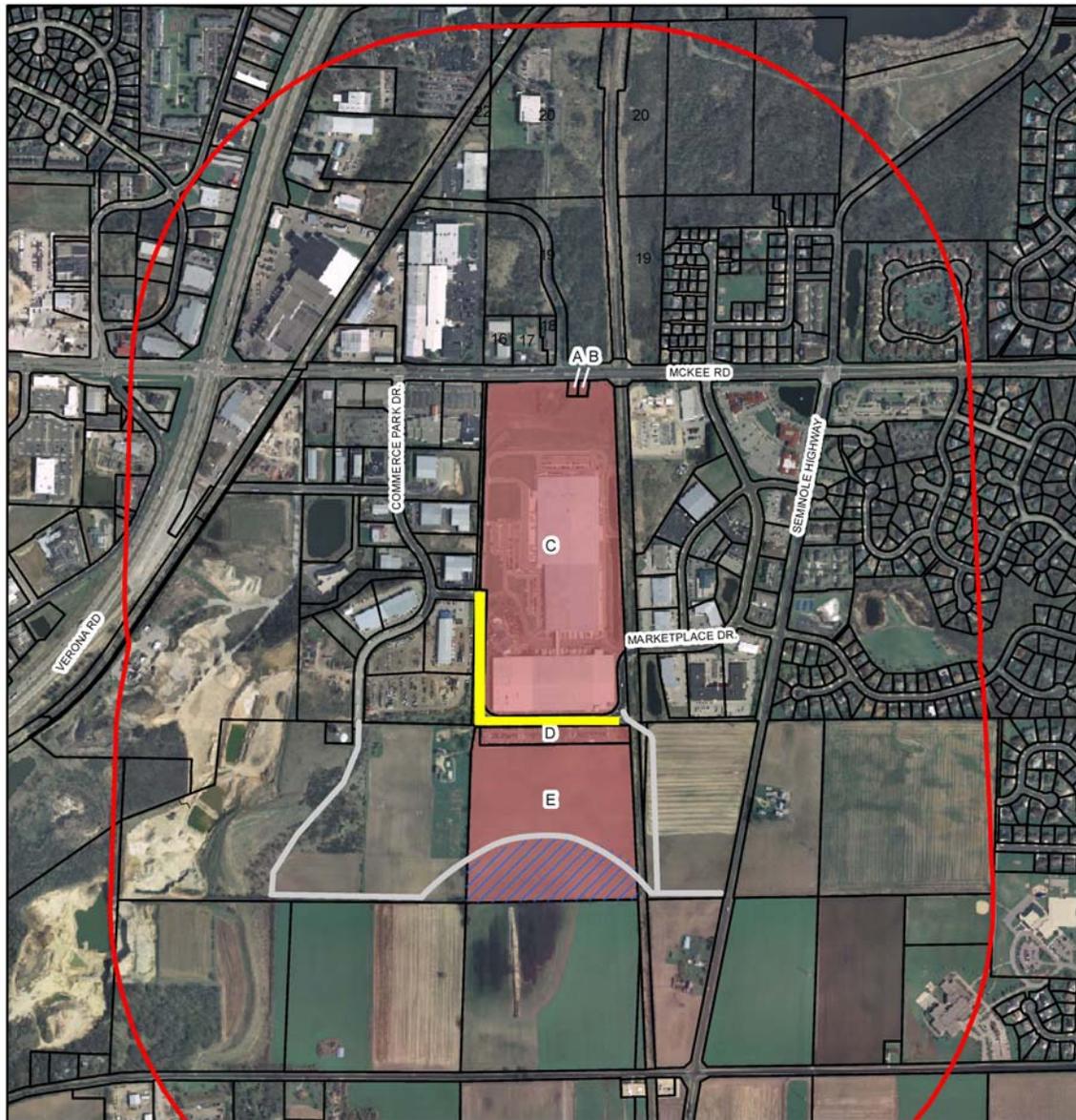
The City reserves the right to implement only those projects that remain viable as the Plan period proceeds.

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred, by the City and as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges. To the extent the costs benefit the municipality outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to

change after planning is completed. Prorations of costs in the Plan are also estimates and subject to change based upon implementation, future assessment policies and user fee adjustments.

SECTION 8: Maps Showing Proposed Improvements and Uses

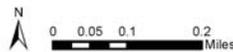




**FITCHBURG TID #9 -
IMPROVEMENTS**

- TID #9 Tax Parcels
- TID #9 0.5 Mile Buffer
- Future Land Use - Parks & Conservancy
- Other Tax Parcels
- Marketplace Dr. Street Vacate (Approximate)
- Proposed Street Network (Approximate)

Note - Letters identified in map refer to Map Key in data table.



CREATED BY: PLANNING & ZONING DEPARTMENT 04/2015
SOURCE: PLANNING & ZONING DEPARTMENT AND DANE COUNTY LIO

SECTION 9: Detailed List of Project Costs

All costs are based on 2015 prices and are preliminary estimates. The City reserves the right to increase these costs to reflect inflationary increases and other uncontrollable circumstances between 2015 and the time of construction. The City also reserves the right to increase certain project costs to the extent others are reduced or not implemented without amending the Plan. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Plan.

This Plan is not meant to be a budget nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Plan are estimates based on best information available. The City retains the right to delete projects or change the scope and/or timing of projects implemented as they are individually authorized by the Common Council, without amending the Plan.

Proposed TIF Project Cost Estimates

City of Fitchburg, Wisconsin			
Tax Increment District # 9 (Sub-Zero Project)			
Estimated Project List			
Project ID	Project Name/Type	Phase I Year	Total (Note 1)
1	Land Acquisition	2,050,000	2,050,000
2	Road Access	872,000	872,000
3	Utilities Extension	1,504,000	1,504,000
4	Engineering & Permitting	654,000	654,000
5	Demo & Reconstruct Cul de Sacs	60,000	60,000
6	Retention Pond	300,000	300,000
7	Parking lots	450,000	450,000
8	Engineering Services	140,000	140,000
9	Municipal Fees	141,000	141,000
10	Grading and other Site Work	550,000	550,000
Total Projects		<u>6,721,000</u>	<u>6,721,000</u>
LESS:			
	TEA Grant	(1,000,000)	(1,000,000)
	WEDC Grant / Loan	(3,475,000)	(3,475,000)
	Contingency	4,000	4,000
			0
TID Participation Required		2,250,000	2,250,000
Notes:			
Note 1 Project costs are estimates and are subject to modification. Detailed Breakdown to be provided.			
Version 5			

SECTION 10: Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

The information and exhibits contained within this Section demonstrate that the proposed District is economically feasible insofar as:

- The City has available to it the means to secure the necessary financing required to accomplish the projects contained within this Plan. A listing of “Available Financing Methods” follows.
- The City expects to complete the projects in one or multiple phases, and can adjust the timing of implementation as needed to coincide with the pace of private development. A discussion of the phasing and projected timeline for project completion is discussed under “Plan Implementation” within this Section. A table identifying the financing method for each phase and the time at which that financing is expected to be incurred is included.
- The development anticipated to occur as a result of the implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. Within this Section are tables identifying: 1) the development expected to occur, 2) a projection of tax increments to be collected resulting from that development and other economic growth within the District, and 3) a cash flow model demonstrating that the projected tax increment collections and all other revenues available to the District will be sufficient to pay all Project Costs.

Available Financing Methods

The following is a list of the types of obligations the City could choose to utilize. The primary option being considered is the use of the “Pay As You Go” or Municipal Revenue Bond option identified below.

General Obligation (G.O.) Bonds or Notes

The City may issue G.O. Bonds or Notes to finance the cost of projects included within this Plan. The Wisconsin State Constitution limits the principal amount of G.O. debt that the community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (TID IN). As of the date of this plan, the City has a G.O. debt limit of \$131,198,210, of which \$85,363,210 is currently unused and could be made available to finance Project Costs.

Bonds Issued to Developers (“Pay as You Go” or Municipal Revenue Obligation Financing)

The City primary choice to finance this district will be the issuance of a bond or other revenue obligation to Sub Zero who would provide financing for projects included in this Plan. Repayment of the amounts due to the Sub Zero as the developer under the bonds or other obligations are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the District, the City’s obligation is limited to not more than the

agreed percentage of the actual increments collected. Bonds or other obligations issued to developers in this fashion are not general obligations of the City and, therefore, do not count against the City's statutory borrowing capacity.

In addition, the size of the MRO in this plan is predicated upon the net taxable value of the Sub Zero project at \$11,225,000. To the extent the taxable value is less, the principal amount of the MRO will be reduced to provide adequate revenue coverage.

Tax Increment Revenue Bonds

The City has the authority to issue revenue bonds secured by the tax increments to be collected. These bonds may be issued directly by the City, or as a form of lease revenue bond by a Community Development Authority (CDA). Tax Increment Revenue Bonds and Lease Revenue Bonds are not general obligations of the City and therefore do not count against the City's statutory borrowing capacity. To the extent tax increments collected are insufficient to meet the annual debt service requirements of the revenue bonds, the City may be subject to either a permissive or mandatory requirement to appropriate on an annual basis a sum equal to the actual or projected shortfall.

Utility Revenue Bonds

The City can issue revenue bonds to be repaid from revenues of the its various systems, including revenues paid by the City that represent service of the system to the City. There is neither a statutory nor constitutional limitation on the amount of revenue bonds that can be issued, however, water rates are controlled by the Wisconsin Public Service Commission and the City must demonstrate to bond purchasers its ability to repay revenue debt with the assigned rates. To the extent the City utilizes utility revenues other than tax increments to repay a portion of the bonds, the City must reduce the total eligible Project Costs in an equal amount.

Special Assessment "B" Bonds

The City has the ability to levy special assessments against benefited properties to pay part of the costs for street, curb, gutter, sewer, water, storm sewers and other infrastructure. In the event the City determines that special assessments are appropriate, the City can issue Special Assessment B bonds pledging revenues from special assessment installments to the extent assessment payments are outstanding. These bonds are not counted against the City's statutory borrowing capacity. If special assessments are levied, the City must reduce the total eligible Project Costs under this Plan in an amount equal to the total collected.

Plan Implementation

Other sources of funding, in addition to TID increment, are being pursued by the developer and the municipality in order to fund the total project improvements.

Projects identified will provide the necessary anticipated governmental services to the area. A reasonable and orderly sequence is outlined on the following page. However, public debt and expenditures should be made at the pace private development occurs to assure increment is sufficient to cover expenses.

It is anticipated developer agreements between the City and property owners will be in place prior to major public expenditures. These agreements can provide for development guarantees or a payment in

lieu of development. To further assure contract enforcement, these agreements might include levying of special assessments against benefited properties.

The order in which public improvements are made should be adjusted in accordance with development and execution of developer agreements. The City reserves the right to alter the implementation of this Plan to accomplish this objective.

Interest rates projected are based on current market conditions. Municipal interest rates are subject to constantly changing market conditions. In addition, other factors such as the loss of tax-exempt status of municipal bonds or broadening the purpose of future tax-exempt bonds would affect market conditions. Actual interest expense will be determined once the methods of financing have been approved and securities or other obligations are issued.

If financing as outlined in this Plan proves unworkable, the City reserves the right to use alternate financing solutions for the projects as they are implemented.

Implementation and Financing Timeline

City of Fitchburg, Wisconsin			
Tax Increment District # 9 (Sub-Zero Project)			
Estimated Project List			
Project ID	Project Name/Type	Phase I Year	Total (Note 1)
1	Land Acquisition	2,050,000	2,050,000
2	Road Access	872,000	872,000
3	Utilities Extension	1,504,000	1,504,000
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Total Projects		<u>6,721,000</u>	<u>6,721,000</u>
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	TEA Grant	(1,000,000)	(1,000,000)
	WEDC Grant / Loan	(3,475,000)	(3,475,000)
	Contingency	4,000	4,000
			0
TID Participation Required		2,250,000	2,250,000
Notes:			
Note 1 Project costs are estimates and are subject to modification. Detailed Breakdown to be provided.			
Version 5			

Development Assumptions

City of Fitchburg, Wisconsin Tax Increment District # 9 (Sub-Zero Project) Development Assumptions						
Construction Year		Actual	Sub Zero Expansion	Additional Expansion	Annual Total	Construction Year
1	2015	(275,000)	4,500,000		4,225,000	2015 1
2	2016		7,000,000		7,000,000	2016 2
3	2017				0	2017 3
4	2018				0	2018 4
5	2019				0	2019 5
6	2020				0	2020 6
7	2021				0	2021 7
8	2022				0	2022 8
9	2023				0	2023 9
10	2024				0	2024 10
11	2025				0	2025 11
12	2026				0	2026 12
13	2027				0	2027 13
14	2028				0	2028 14
15	2029				0	2029 15
16	2030				0	2030 16
17	2031				0	2031 17
18	2032				0	2032 18
19	2033				0	2033 19
20	2034				0	2034 20
Totals		(275,000)	11,500,000	0	11,225,000	

Notes: Total Project Expense projected between \$50 M and \$60 M per Sub Zero. However as Manufacturing, this is assessed by the Wisconsin DOR and a significant portion may be exempt as it could be classified as equipment. The final assessment will determine the amount available for the MRO. The above is an estimate of net assessable real estate value.

Version 5

Increment Revenue Projections

City of Fitchburg, Wisconsin																																																																																																																																																																																																																																																													
Tax Increment District # 9 (Sub-Zero Project)																																																																																																																																																																																																																																																													
Tax Increment Projection Worksheet																																																																																																																																																																																																																																																													
Type of District	Industrial			Base Value	41,158,500			Apply to Base Value																																																																																																																																																																																																																																																					
Creation Date	June 9, 2015			Appreciation Factor	0.00%																																																																																																																																																																																																																																																								
Valuation Date	Jan 1,	2015		Base Tax Rate	\$23.94																																																																																																																																																																																																																																																								
Max Life (Years)	20			Rate Adjustment Factor	0.00%																																																																																																																																																																																																																																																								
Expenditure Periods/Termination	15	6/9/2030		Tax Exempt Discount Rate																																																																																																																																																																																																																																																									
Revenue Periods/Final Year	20			2036																																																																																																																																																																																																																																																									
Extension Eligibility/Years	Yes			3																																																																																																																																																																																																																																																									
Recipient District	No			1.50%																																																																																																																																																																																																																																																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Construction Year</th> <th rowspan="2">Value Added</th> <th rowspan="2">Valuation Year</th> <th rowspan="2">Inflation Increment</th> <th rowspan="2">Total Increment</th> <th rowspan="2">Revenue Year</th> <th rowspan="2">Tax Rate</th> <th rowspan="2">Tax Increment</th> <th>Tax Exempt</th> <th>Taxable NPV</th> </tr> <tr> <th>NPV Calculation</th> <th>Calculation</th> </tr> </thead> <tbody> <tr><td>1</td><td>2015</td><td>4,225,000</td><td>2016</td><td>0</td><td>4,225,000</td><td>2017</td><td>\$23.94</td><td style="background-color: #92d050;">101,147</td><td>101,147</td><td>99,652</td></tr> <tr><td>2</td><td>2016</td><td>7,000,000</td><td>2017</td><td>0</td><td>11,225,000</td><td>2018</td><td>\$23.94</td><td style="background-color: #92d050;">268,727</td><td>369,873</td><td>360,494</td></tr> <tr><td>3</td><td>2017</td><td>0</td><td>2018</td><td>0</td><td>11,225,000</td><td>2019</td><td>\$23.94</td><td style="background-color: #92d050;">268,727</td><td>638,600</td><td>617,482</td></tr> <tr><td>4</td><td>2018</td><td>0</td><td>2019</td><td>0</td><td>11,225,000</td><td>2020</td><td>\$23.94</td><td style="background-color: #92d050;">268,727</td><td>907,326</td><td>870,672</td></tr> <tr><td>5</td><td>2019</td><td>0</td><td>2020</td><td>0</td><td>11,225,000</td><td>2021</td><td>\$23.94</td><td style="background-color: #92d050;">268,727</td><td>1,176,053</td><td>1,120,120</td></tr> <tr><td>6</td><td>2020</td><td>0</td><td>2021</td><td>0</td><td>11,225,000</td><td>2022</td><td>\$23.94</td><td style="background-color: #92d050;">268,727</td><td>1,444,779</td><td>1,365,882</td></tr> <tr><td>7</td><td>2021</td><td>0</td><td>2022</td><td>0</td><td>11,225,000</td><td>2023</td><td>\$23.94</td><td style="background-color: #92d050;">268,727</td><td>1,713,506</td><td>1,608,011</td></tr> <tr><td>8</td><td>2022</td><td>0</td><td>2023</td><td>0</td><td>11,225,000</td><td>2024</td><td>\$23.94</td><td style="background-color: #92d050;">268,727</td><td>1,982,232</td><td>1,846,563</td></tr> <tr><td>9</td><td>2023</td><td>0</td><td>2024</td><td>0</td><td>11,225,000</td><td>2025</td><td>\$23.94</td><td style="background-color: #92d050;">268,727</td><td>2,250,959</td><td>2,081,589</td></tr> <tr><td>10</td><td>2024</td><td>0</td><td>2025</td><td>0</td><td>11,225,000</td><td>2026</td><td>\$23.94</td><td style="background-color: #92d050;">268,727</td><td>2,519,685</td><td>2,313,142</td></tr> <tr><td>11</td><td>2025</td><td>0</td><td>2026</td><td>0</td><td>11,225,000</td><td>2027</td><td>\$23.94</td><td style="background-color: #92d050;">268,727</td><td>2,788,412</td><td>2,541,273</td></tr> <tr><td>12</td><td>2026</td><td>0</td><td>2027</td><td>0</td><td>11,225,000</td><td>2028</td><td>\$23.94</td><td style="background-color: 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Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt	Taxable NPV	NPV Calculation	Calculation	1	2015	4,225,000	2016	0	4,225,000	2017	\$23.94	101,147	101,147	99,652	2	2016	7,000,000	2017	0	11,225,000	2018	\$23.94	268,727	369,873	360,494	3	2017	0	2018	0	11,225,000	2019	\$23.94	268,727	638,600	617,482	4	2018	0	2019	0	11,225,000	2020	\$23.94	268,727	907,326	870,672	5	2019	0	2020	0	11,225,000	2021	\$23.94	268,727	1,176,053	1,120,120	6	2020	0	2021	0	11,225,000	2022	\$23.94	268,727	1,444,779	1,365,882	7	2021	0	2022	0	11,225,000	2023	\$23.94	268,727	1,713,506	1,608,011	8	2022	0	2023	0	11,225,000	2024	\$23.94	268,727	1,982,232	1,846,563	9	2023	0	2024	0	11,225,000	2025	\$23.94	268,727	2,250,959	2,081,589	10	2024	0	2025	0	11,225,000	2026	\$23.94	268,727	2,519,685	2,313,142	11	2025	0	2026	0	11,225,000	2027	\$23.94	268,727	2,788,412	2,541,273	12	2026	0	2027	0	11,225,000	2028	\$23.94	268,727	3,057,138	2,766,032	13	2027	0	2028	0	11,225,000	2029	\$23.94	268,727	3,325,865	2,987,470	14	2028	0	2029	0	11,225,000	2030	\$23.94	268,727	3,594,591	3,205,636	15	2029	0	2030	0	11,225,000	2031	\$23.94	268,727	3,863,318	3,420,577	16	2030	0	2031	0	11,225,000	2032	\$23.94	268,727	4,132,044	3,632,342	17	2031	0	2032	0	11,225,000	2033	\$23.94	268,727	4,400,771	3,840,977	18	2032	0	2033	0	11,225,000	2034	\$23.94	268,727	4,669,497	4,046,529	19	2033	0	2034	0	11,225,000	2035	\$23.94	268,727	4,938,224	4,249,043	20	2034	0	2035	0	11,225,000	2036	\$23.94	268,727	5,206,950	4,448,565	Totals		11,225,000	0		Future Value of Increment		5,206,950			
Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt	Taxable NPV																																																																																																																																																																																																																																																				
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11	2025	0	2026	0	11,225,000	2027	\$23.94	268,727	2,788,412	2,541,273																																																																																																																																																																																																																																																			
12	2026	0	2027	0	11,225,000	2028	\$23.94	268,727	3,057,138	2,766,032																																																																																																																																																																																																																																																			
13	2027	0	2028	0	11,225,000	2029	\$23.94	268,727	3,325,865	2,987,470																																																																																																																																																																																																																																																			
14	2028	0	2029	0	11,225,000	2030	\$23.94	268,727	3,594,591	3,205,636																																																																																																																																																																																																																																																			
15	2029	0	2030	0	11,225,000	2031	\$23.94	268,727	3,863,318	3,420,577																																																																																																																																																																																																																																																			
16	2030	0	2031	0	11,225,000	2032	\$23.94	268,727	4,132,044	3,632,342																																																																																																																																																																																																																																																			
17	2031	0	2032	0	11,225,000	2033	\$23.94	268,727	4,400,771	3,840,977																																																																																																																																																																																																																																																			
18	2032	0	2033	0	11,225,000	2034	\$23.94	268,727	4,669,497	4,046,529																																																																																																																																																																																																																																																			
19	2033	0	2034	0	11,225,000	2035	\$23.94	268,727	4,938,224	4,249,043																																																																																																																																																																																																																																																			
20	2034	0	2035	0	11,225,000	2036	\$23.94	268,727	5,206,950	4,448,565																																																																																																																																																																																																																																																			
Totals		11,225,000	0		Future Value of Increment		5,206,950																																																																																																																																																																																																																																																						
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Version 5																																																																																																																																																																																																																																																													

Sub-Zero Expansion Project 2015

I. TID MRO PAYMENT Information

Date of Bond Issuance 9/1/2016

Version 5

6.00000%

31-Dec 1-Sep

Year Collected Tax Increment Principal Balance Interest Due Interest Paid Interest Accrued Principal Paid TOTAL P & I Paid

	Year Collected	Tax Increment	Principal Balance	Interest Due	Interest Paid	Interest Accrued	Principal Paid	TOTAL P & I Paid
	2015							
	2016		2,250,000					
1	2017	51,032	2,333,968	135,000	51,032	83,968	0	51,032
2	2018	226,879	2,247,127	140,038	140,038	0	86,841	226,879
3	2019	226,672	2,155,283	134,828	134,828	0	91,844	226,672
4	2020	226,525	2,058,075	129,317	129,317	0	97,208	226,525
5	2021	226,440	1,955,119	123,484	123,484	0	102,955	226,440
6	2022	226,416	1,846,011	117,307	117,307	0	109,108	226,416
7	2023	226,452	1,730,320	110,761	110,761	0	115,691	226,452
8	2024	226,549	1,607,589	103,819	103,819	0	122,730	226,549
9	2025	226,707	1,477,338	96,455	96,455	0	130,252	226,707
10	2026	226,925	1,339,053	88,640	88,640	0	138,285	226,925
11	2027	227,204	1,192,193	80,343	80,343	0	146,860	227,204
12	2028	227,542	1,036,182	71,532	71,532	0	156,011	227,542
13	2029	227,941	870,412	62,171	62,171	0	165,770	227,941
14	2030	228,399	694,238	52,225	52,225	0	176,174	228,399
15	2031	228,917	506,975	41,654	41,654	0	187,263	228,917
16	2032	229,495	307,899	30,419	30,419	0	199,077	229,495
17	2033	230,132	96,240	18,474	18,474	0	211,658	230,132
18	2034	230,829	0	5,774	5,774	0	96,240	102,014
19	2035	231,906	0	0	0	0	0	0
20	2036	233,622	0	0	0	0	0	0
	TOTALS	4,386,584		1,542,241	1,458,273		2,333,968	3,792,241

City of Fitchburg, Wisconsin

Tax Increment District # 9 (Sub-Zero Project)

Cash Flow Projection

Year	Projected Revenues					Expenditures				Balances			Year
	Tax Increments	Interest Earnings/ (Cost)	Less City Administrativ e Expense	10.00% Less Allocation for Coverage or other TID Expenses	Net Available TID Revenues	Municipal Revenue Obligation (MRO) 2,250,000 Dated Date:			Total Expenditures	Annual	Cumulative	Principal Outstanding	
2015		0.25%			0				0	0	0		2015
2016					0				0	0	0	2,250,000	2016
2017	101,147		(40,000)	(10,115)	51,032	0	6.00%	51,032	51,032	10,115	10,115	2,333,968	2017
2018	268,727	25	(15,000)	(26,873)	226,879	86,841	6.00%	140,038	226,879	26,873	36,987	2,247,127	2018
2019	268,727	118	(15,300)	(26,873)	226,672	91,844	6.00%	134,828	226,672	26,873	63,860	2,155,283	2019
2020	268,727	277	(15,606)	(26,873)	226,525	97,208	6.00%	129,317	226,525	26,873	90,733	2,058,075	2020
2021	268,727	504	(15,918)	(26,873)	226,440	102,955	6.00%	123,484	226,440	26,873	117,605	1,955,119	2021
2022	268,727	798	(16,236)	(26,873)	226,416	109,108	6.00%	117,307	226,416	26,873	144,478	1,846,011	2022
2023	268,727	1,159	(16,561)	(26,873)	226,452	115,691	6.00%	110,761	226,452	26,873	171,351	1,730,320	2023
2024	268,727	1,588	(16,892)	(26,873)	226,549	122,730	6.00%	103,819	226,549	26,873	198,223	1,607,589	2024
2025	268,727	2,083	(17,230)	(26,873)	226,707	130,252	6.00%	96,455	226,707	26,873	225,096	1,477,338	2025
2026	268,727	2,646	(17,575)	(26,873)	226,925	138,285	6.00%	88,640	226,925	26,873	251,969	1,339,053	2026
2027	268,727	3,276	(17,926)	(26,873)	227,204	146,860	6.00%	80,343	227,204	26,873	278,841	1,192,193	2027
2028	268,727	3,973	(18,285)	(26,873)	227,542	156,011	6.00%	71,532	227,542	26,873	305,714	1,036,182	2028
2029	268,727	4,737	(18,651)	(26,873)	227,941	165,770	6.00%	62,171	227,941	26,873	332,586	870,412	2029
2030	268,727	5,569	(19,024)	(26,873)	228,399	176,174	6.00%	52,225	228,399	26,873	359,459	694,238	2030
2031	268,727	6,468	(19,404)	(26,873)	228,917	187,263	6.00%	41,654	228,917	26,873	386,332	506,975	2031
2032	268,727	7,433	(19,792)	(26,873)	229,495	199,077	6.00%	30,419	229,495	26,873	413,204	307,899	2032
2033	268,727	8,466	(20,188)	(26,873)	230,132	211,658	6.00%	18,474	230,132	26,873	440,077	96,240	2033
2034	268,727	9,567	(20,592)	(26,873)	230,829	96,240	6.00%	5,774	102,014	155,687	595,764	0	2034
2035	268,727	11,056	(21,004)	(26,873)	231,906	0	6.00%	0	0	258,779	854,543	0	2035
2036	268,727	13,192	(21,424)	(26,873)	233,622	0	6.00%	0	0	260,495	1,115,038	0	2036
Total	5,206,950	82,937	(382,608)	(520,695)	4,386,584	2,333,968		1,458,273	3,792,241				Total

Notes:

Projected TID Closure

Version 5

SECTION 11: Annexed Property

There are no lands proposed for inclusion within the District that were annexed by the City on or after January 1, 2004.

SECTION 12: Estimate of Property to be Devoted to Retail Business

Pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1, the City estimates that 0% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 13: Proposed Zoning Ordinance Changes

The City anticipates that a portion of the District will be rezoned from Rural Development to General Industrial prior to development. And any real property within the District that is found suitable for industrial sites and is zoned for industrial use will remain zoned for industrial use for the life of the District.

SECTION 14: Proposed Changes in Master Plan, Map, Building Codes and City of Fitchburg Ordinances

It is expected that this Plan will be complementary to the City's Master Plan. There are no proposed changes to the Master Plan, map, building codes or other City ordinances for the implementation of this Plan.

SECTION 15: Relocation

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable Wisconsin Statutes Section chapter 32.

SECTION 16: Orderly Development of the City of Fitchburg

The District contributes to the orderly development of the City by providing the opportunity for continued growth in tax base, job opportunities and general economic activity.

SECTION 17: List of Estimated Non-Project Costs

Non-Project costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with TIF funds.

Examples would include:

A public improvement made within the District that also benefits property outside the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.

A public improvement made outside the District that only partially benefits property within the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.

Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The City does not expect to incur any non-project costs in the implementation of this Project Plan.

SECTION 18:

Opinion of Attorney for the City of Fitchburg Advising
Whether the Plan is Complete and Complies with
Wisconsin Statutes 66.1105



Office of the City Attorney

5520 Lacy Road
Fitchburg, WI 53711-5318
Phone: (608) 270-4207
Fax: (608) 270-4212
mark.sewell@fitchburgwi.gov

May 20, 2015

Mayor Steve Arnold
City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711

RE: City of Fitchburg, Wisconsin Tax Incremental District No. 9

Dear Mayor:

As City Attorney for the City of Fitchburg, I have reviewed the Project Plan and, in my opinion, have determined that it is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

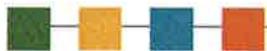
Sincerely,

Attorney Mark Sewell
City of Fitchburg

Exhibit A:

Calculation of the Share of Projected Tax Increments Estimated to be paid by the Owners of Property in the Overlying Taxing Jurisdictions

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlying district would pay by jurisdiction.						
Statement of Taxes Data Year:		2013		Percentage		
Dane County		7,233,488		15.75%		
City of Fitchburg		22,816,765		49.68%		
Verona Area School District		11,607,875		25.27%		
Madison Area Technical College		4,272,424		9.30%		
Madison Metro Sewer District		0		0.00%		
Total		45,930,552		100.00%		
Revenue Year	Dane County	City of Fitchburg	Verona Area School District	Madison Area Technical College	Total	Revenue Year
2017	15,929	50,246	25,562	9,409	101,147	2017
2018	42,321	133,494	67,914	24,997	268,727	2018
2019	42,321	133,494	67,914	24,997	268,727	2019
2020	42,321	133,494	67,914	24,997	268,727	2020
2021	42,321	133,494	67,914	24,997	268,727	2021
2022	42,321	133,494	67,914	24,997	268,727	2022
2023	42,321	133,494	67,914	24,997	268,727	2023
2024	42,321	133,494	67,914	24,997	268,727	2024
2025	42,321	133,494	67,914	24,997	268,727	2025
2026	42,321	133,494	67,914	24,997	268,727	2026
2027	42,321	133,494	67,914	24,997	268,727	2027
2028	42,321	133,494	67,914	24,997	268,727	2028
2029	42,321	133,494	67,914	24,997	268,727	2029
2030	42,321	133,494	67,914	24,997	268,727	2030
2031	42,321	133,494	67,914	24,997	268,727	2031
2032	42,321	133,494	67,914	24,997	268,727	2032
2033	42,321	133,494	67,914	24,997	268,727	2033
2034	42,321	133,494	67,914	24,997	268,727	2034
2035	42,321	133,494	67,914	24,997	268,727	2035
2036	42,321	133,494	67,914	24,997	268,727	2036
		820,030	2,586,639	1,315,935	484,346	5,206,950
Notes:						
The projection shown above is provided to meet the requirements of Wisconsin Statute 66.1105(4)(i)4.						



June 4, 2015

Mr. Tony Roach, City Administrator
City of Fitchburg

RE: Sub-Zero TID Request / “But For” analysis

Dear Tony,

You have asked us to evaluate whether the request for TIF funding can be supported on the basis of the required statutory finding that “but for the use of TIF funding the project would not likely be able to proceed as proposed”.

We have reviewed the information provided by the City and Sub Zero and we have concluded that this project meets the “but for” test.

This project is different than most of those deals for which the City has used TIF funding in the past. In prior cases, these were brought in by real estate developers who were expecting to own, hold and lease the properties or build and sell. A profit would be made on the real estate transaction.

Here we have an end user; an established local industry with a national presence who is seeking to expand its operations on unimproved land. Sub Zero has established that the cost of improving this land is approximately \$6.700 M of which they hope to find funding from either the State of Wisconsin or the City. They are expecting the State to fund \$1.000 M through the DOT’s Tea Grant program and \$3.475 M through a WEDC grant / loan program. This leaves \$2,250,000 for which they have requested TIF funding to fill their “gap”.

This, by itself does not satisfy the “but for” test. What does is the fact that Sub Zero already owns land in Richmond, Kentucky which is fully served by utilities and ready to go. They also have a large plant that they own that is not currently in use that could be adapted for this purpose. Sub Zero has indicated that they are interested in building in Fitchburg provided that they can do so at or near the same cost as would otherwise be available at their property in Kentucky. To verify the facts and circumstances regarding the property in Kentucky we were provided supporting documentation that satisfied us that in fact they do have the option that is identified.

We have also attached a photo of the plant and aerial/site plan that they own that is currently vacant in Richmond along with a story published in the Richmond local paper from last fall which discusses the company’s plans for a dishwasher plant in this building – in Fitchburg they are proposing a Wolf Cooking Range plant.

We also believe that it is significant that the company is willing to do the deal on a PAYGO basis where they fund the cost up front and get reimbursed with the TID cash flow.

Tony Roach, Administrator
City of Fitchburg
June 4, 2015
Page 2

We have updated a TID analysis to show that this project does cash flow based upon the estimated value. (See attached) The only issue we do have with their request relates to the interest rate that they have proposed for the TID PAYGO MRO of 8.00%. We believe this is not supportable based upon lending rates commercially available. In addition, a recent Fitchburg deal had a cap of 6.00% which we still felt was very reasonable given current rates now in the 5.50%-5.75% range. Our projections for Sub Zero are based upon a 6.00% rate.

Using the \$2,250,000 participation at 6% and assuming a taxable value of \$11,500,000 on their project, we project that the TID would close in 2032, 5 years earlier than the maximum allowed life.

Finally we would recommend that the project plan be amended prior to adoption by the Council to reflect these participation levels that have been refined to reflect the final assumed valuation and cost participation.

Very truly yours,

Ehlers



Michael C. Harrigan, CIPMA
Chairman / Sr. Financial Advisor



James A. Mann, CIPMA
Director / Sr. Financial Advisor

CC: Mark Sewell, City Attorney
Mike Zimmerman, Community Development Director
Tom Hovel, Planning Director

City of Fitchburg, Wisconsin

Tax Increment District # 9 (Sub-Zero Project)

Estimated Project List

Project ID	Project Name/Type	Phase I Year	Total (Note 1)
1	Land Acquisition	2,050,000	2,050,000
2	Road Access	872,000	872,000
3	Utilities Extension	1,504,000	1,504,000
4	Engineering & Permitting	654,000	654,000
5	Demo & Reconstruct Cul de Sacs	60,000	60,000
6	Retention Pond	300,000	300,000
7	Parking lots	450,000	450,000
8	Engineering Services	140,000	140,000
9	Municipal Fees	141,000	141,000
10	Grading and other Site Work	550,000	550,000
Total Projects		<u>6,721,000</u>	<u>6,721,000</u>
LESS:			
	TEA Grant	(1,000,000)	(1,000,000)
	WEDC Grant / Loan	(3,475,000)	(3,475,000)
	Contingency	4,000	4,000
			0
TID Participation Required		2,250,000	2,250,000

Notes:

Note 1 Project costs are estimates and are subject to modification. Detailed Breakdown to be provided.

Version 5



City of Fitchburg, Wisconsin
Tax Increment District # 9 (Sub-Zero Project)
Development Assumptions

Construction Year		Actual	Sub Zero Expansion	Additional Expansion	Annual Total	Construction Year	
1	2015	(275,000)	4,500,000		4,225,000	2015	1
2	2016		7,000,000		7,000,000	2016	2
3	2017				0	2017	3
4	2018				0	2018	4
5	2019				0	2019	5
6	2020				0	2020	6
7	2021				0	2021	7
8	2022				0	2022	8
9	2023				0	2023	9
10	2024				0	2024	10
11	2025				0	2025	11
12	2026				0	2026	12
13	2027				0	2027	13
14	2028				0	2028	14
15	2029				0	2029	15
16	2030				0	2030	16
17	2031				0	2031	17
18	2032				0	2032	18
19	2033				0	2033	19
20	2034				0	2034	20
Totals		(275,000)	11,500,000	0	11,225,000		

Notes: Total Project Expense projected between \$50 M and \$60 M per Sub Zero. However as Manufacturing, this is assessed by the Wisconsin DOR and a significant portion may be exempt as it could be classified as equipment. The final assessment will determine the amount available for the MRO. The above is an estimate of net assessable real estate value.

Version 5

City of Fitchburg, Wisconsin

Tax Increment District # 9 (Sub-Zero Project)

Tax Increment Projection Worksheet

Type of District	Industrial	Base Value	41,158,500	<input type="checkbox"/> Apply to Base Value
Creation Date	June 9, 2015	Appreciation Factor	0.00%	
Valuation Date	Jan 1, 2015	Base Tax Rate	\$23.94	
Max Life (Years)	20	Rate Adjustment Factor	0.00%	
Expenditure Periods/Termination	15 6/9/2030	Tax Exempt Discount Rate		
Revenue Periods/Final Year	20 2036	Taxable Discount Rate	1.50%	
Extension Eligibility/Years	Yes 3			
Recipient District	No			

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation
1	2015	4,225,000	2016	0	4,225,000	2017	\$23.94	101,147	99,652
2	2016	7,000,000	2017	0	11,225,000	2018	\$23.94	268,727	360,494
3	2017	0	2018	0	11,225,000	2019	\$23.94	268,727	617,482
4	2018	0	2019	0	11,225,000	2020	\$23.94	268,727	870,672
5	2019	0	2020	0	11,225,000	2021	\$23.94	268,727	1,120,120
6	2020	0	2021	0	11,225,000	2022	\$23.94	268,727	1,365,882
7	2021	0	2022	0	11,225,000	2023	\$23.94	268,727	1,608,011
8	2022	0	2023	0	11,225,000	2024	\$23.94	268,727	1,846,563
9	2023	0	2024	0	11,225,000	2025	\$23.94	268,727	2,081,589
10	2024	0	2025	0	11,225,000	2026	\$23.94	268,727	2,313,142
11	2025	0	2026	0	11,225,000	2027	\$23.94	268,727	2,541,273
12	2026	0	2027	0	11,225,000	2028	\$23.94	268,727	2,766,032
13	2027	0	2028	0	11,225,000	2029	\$23.94	268,727	2,987,470
14	2028	0	2029	0	11,225,000	2030	\$23.94	268,727	3,205,636
15	2029	0	2030	0	11,225,000	2031	\$23.94	268,727	3,420,577
16	2030	0	2031	0	11,225,000	2032	\$23.94	268,727	3,632,342
17	2031	0	2032	0	11,225,000	2033	\$23.94	268,727	3,840,977
18	2032	0	2033	0	11,225,000	2034	\$23.94	268,727	4,046,529
19	2033	0	2034	0	11,225,000	2035	\$23.94	268,727	4,249,043
20	2034	0	2035	0	11,225,000	2036	\$23.94	268,727	4,448,565
Totals	11,225,000		0		Future Value of Increment		5,206,950		

Notes:

Actual results will vary depending on development, inflation of overall tax rates.
 NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Version 5



City of Fitchburg, Wisconsin

Tax Increment District # 9 (Sub-Zero Project)

Estimated Financing Plan

	Municipal Revenue Obligation (MRO) 2016	Totals
Projects		
Phase I	2,250,000	2,250,000
Total Project Funds	<u>2,250,000</u>	<u>2,250,000</u>
Estimated Finance Related Expenses		
Financial Advisor		
Bond Counsel		
Rating Agency Fee		
Paying Agent		
Underwriter Discount	10.00	
Debt Service Reserve		
Capitalized Interest		
Total Financing Required	2,250,000	
Estimated Interest	0.25%	
Assumed spend down (months)	6	
Rounding		0
Net Issue Size	2,250,000	2,250,000
Notes:		

Version 5



Sub-Zero Expansion Project 2015

I. TID MRO PAYMENT Information

Date of Bond Issuance 9/1/2016

Version 5

6.00000%

			31-Dec	1-Sep				
Year Collected	Tax Increment	Principal Balance	Interest Due	Interest Paid	Interest Accrued	Principal Paid	TOTAL P & I Paid	
	2015							
	2016		2,250,000					
1	2017	51,032	2,333,968	135,000	51,032	83,968	0	51,032
2	2018	226,879	2,247,127	140,038	140,038	0	86,841	226,879
3	2019	226,672	2,155,283	134,828	134,828	0	91,844	226,672
4	2020	226,525	2,058,075	129,317	129,317	0	97,208	226,525
5	2021	226,440	1,955,119	123,484	123,484	0	102,955	226,440
6	2022	226,416	1,846,011	117,307	117,307	0	109,108	226,416
7	2023	226,452	1,730,320	110,761	110,761	0	115,691	226,452
8	2024	226,549	1,607,589	103,819	103,819	0	122,730	226,549
9	2025	226,707	1,477,338	96,455	96,455	0	130,252	226,707
10	2026	226,925	1,339,053	88,640	88,640	0	138,285	226,925
11	2027	227,204	1,192,193	80,343	80,343	0	146,860	227,204
12	2028	227,542	1,036,182	71,532	71,532	0	156,011	227,542
13	2029	227,941	870,412	62,171	62,171	0	165,770	227,941
14	2030	228,399	694,238	52,225	52,225	0	176,174	228,399
15	2031	228,917	506,975	41,654	41,654	0	187,263	228,917
16	2032	229,495	307,899	30,419	30,419	0	199,077	229,495
17	2033	230,132	96,240	18,474	18,474	0	211,658	230,132
18	2034	230,829	0	5,774	5,774	0	96,240	102,014
19	2035	231,906	0	0	0	0		0
20	2036	233,622	0	0	0	0		0
TOTALS		4,386,584		1,542,241	1,458,273		2,333,968	3,792,241

City of Fitchburg, Wisconsin

Tax Increment District # 9 (Sub-Zero Project)

Cash Flow Projection

Year	Projected Revenues					Expenditures				Balances			Year
	Tax Increments	Interest Earnings/ (Cost)	Less City Administrative Expense	10.00% Less Allocation for Coverage or other TID Expenses	Net Available TID Revenues	Municipal Revenue Obligation (MRO) 2,250,000 Dated Date:			Total Expenditures	Annual	Cumulative	Principal Outstanding	
2015		0.25%			0				0	0	0		2015
2016					0				0	0	0	2,250,000	2016
2017	101,147		(40,000)	(10,115)	51,032	0	6.00%	51,032	51,032	10,115	10,115	2,333,968	2017
2018	268,727	25	(15,000)	(26,873)	226,879	86,841	6.00%	140,038	226,879	26,873	36,987	2,247,127	2018
2019	268,727	118	(15,300)	(26,873)	226,672	91,844	6.00%	134,828	226,672	26,873	63,860	2,155,283	2019
2020	268,727	277	(15,606)	(26,873)	226,525	97,208	6.00%	129,317	226,525	26,873	90,733	2,058,075	2020
2021	268,727	504	(15,918)	(26,873)	226,440	102,955	6.00%	123,484	226,440	26,873	117,605	1,955,119	2021
2022	268,727	798	(16,236)	(26,873)	226,416	109,108	6.00%	117,307	226,416	26,873	144,478	1,846,011	2022
2023	268,727	1,159	(16,561)	(26,873)	226,452	115,691	6.00%	110,761	226,452	26,873	171,351	1,730,320	2023
2024	268,727	1,588	(16,892)	(26,873)	226,549	122,730	6.00%	103,819	226,549	26,873	198,223	1,607,589	2024
2025	268,727	2,083	(17,230)	(26,873)	226,707	130,252	6.00%	96,455	226,707	26,873	225,096	1,477,338	2025
2026	268,727	2,646	(17,575)	(26,873)	226,925	138,285	6.00%	88,640	226,925	26,873	251,969	1,339,053	2026
2027	268,727	3,276	(17,926)	(26,873)	227,204	146,860	6.00%	80,343	227,204	26,873	278,841	1,192,193	2027
2028	268,727	3,973	(18,285)	(26,873)	227,542	156,011	6.00%	71,532	227,542	26,873	305,714	1,036,182	2028
2029	268,727	4,737	(18,651)	(26,873)	227,941	165,770	6.00%	62,171	227,941	26,873	332,586	870,412	2029
2030	268,727	5,569	(19,024)	(26,873)	228,399	176,174	6.00%	52,225	228,399	26,873	359,459	694,238	2030
2031	268,727	6,468	(19,404)	(26,873)	228,917	187,263	6.00%	41,654	228,917	26,873	386,332	506,975	2031
2032	268,727	7,433	(19,792)	(26,873)	229,495	199,077	6.00%	30,419	229,495	26,873	413,204	307,899	2032
2033	268,727	8,466	(20,188)	(26,873)	230,132	211,658	6.00%	18,474	230,132	26,873	440,077	96,240	2033
2034	268,727	9,567	(20,592)	(26,873)	230,829	96,240	6.00%	5,774	102,014	155,687	595,764	0	2034
2035	268,727	11,056	(21,004)	(26,873)	231,906	0	6.00%	0	0	258,779	854,543	0	2035
2036	268,727	13,192	(21,424)	(26,873)	233,622	0	6.00%	0	0	260,495	1,115,038	0	2036
Total	5,206,950	82,937	(382,608)	(520,695)	4,386,584	2,333,968		1,458,273	3,792,241				Total

Notes:

Projected TID Closure

Version 5

Sub-Zero factory getting back on track

By Bonnie Dailey / Register News Writer | Posted: Tuesday, October 21, 2014 10:23 pm

Six years after the luxury kitchen appliance maker Sub-Zero Wolf shelved plans for a dishwasher plant in Richmond, the project may be revived.

And it could eventually employ 100 to 130 workers, according to details provided Tuesday night to the Richmond Planning Commission at its monthly work session.

The site development plan for a Sub-Zero building on James Howard Drive in the Richmond Industrial Park off Duncannon Lane will be up for approval at the commission's Oct. 30 business session.

"The facility has been vacant since we originally built the project," said Brian Dryer of WS Construction. "The owner has decided to move down here and go ahead with the addition that was proposed in the (original) development plan. As soon as we can get this built, they're going to get this going."

Based on the facility's size, Dryer said, the building could be completed in six to eight months. Judging from the number of parking spaces called for in the site plan, the plant could employ 100 to 130 people, he added.

According to planning commission discussions six years ago, the plant was expected to employ about 100 workers.

The Sub-Zero plan was not the only sign of a continued upsurge in commercial development for Richmond.

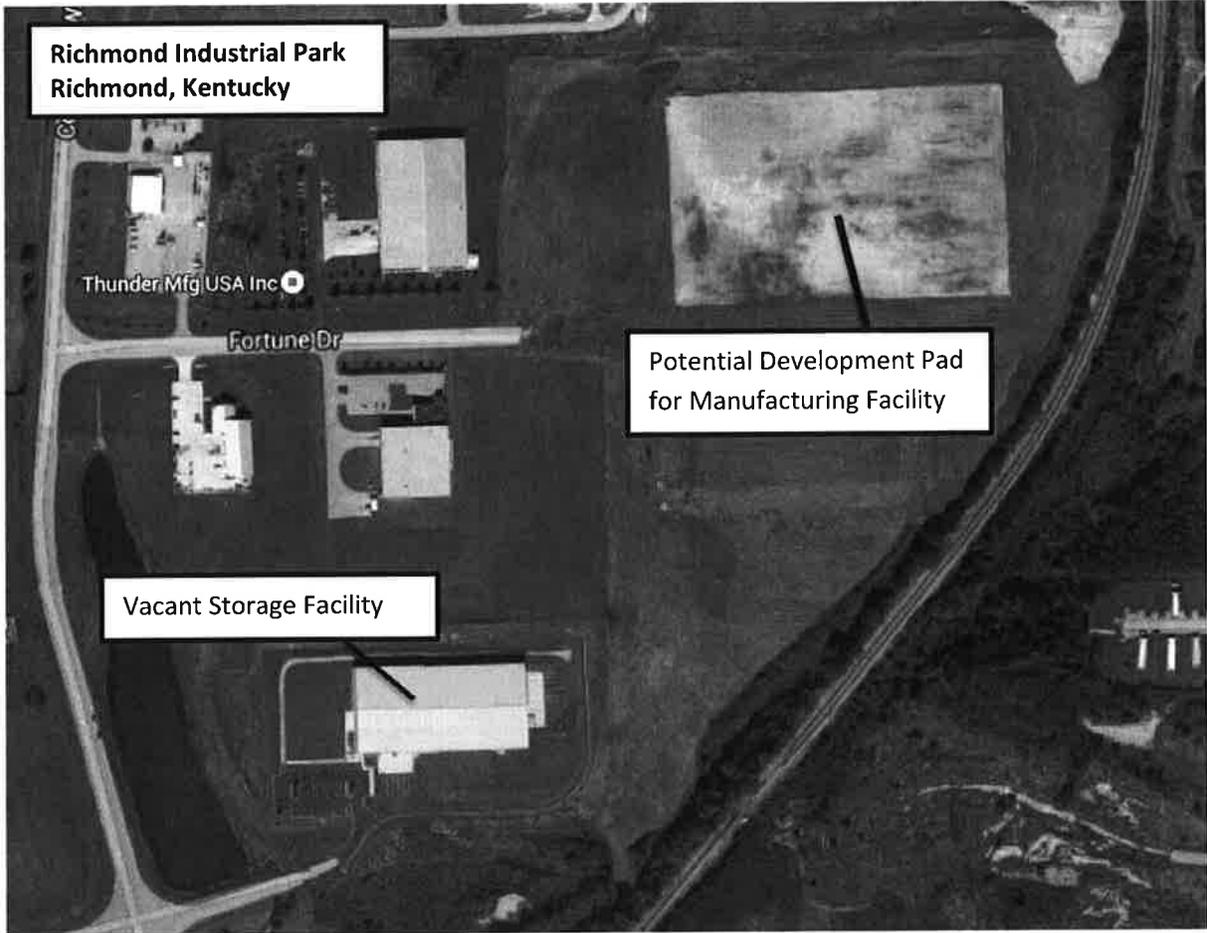
A development plan for CVS Pharmacy at 409 E. Main St., about a block east of its current location, was presented. The 1.3-acre site near Main Street Storage is zoned B-2, the developer noted.

A site development plan for a new Taco Bell at 2173 Lexington Road on a vacant lot across the highway from White Hall Elementary School also was presented.

Other plans that will be on the Oct. 30 business session's agenda include:

- Conversion of a former residence at 248 N. Second Street into a new office for RCT Construction
- A storage building to replace rented trailers at the RAPT manufacturing plant, 5000 Corporate Way in the industrial park off Duncannon Lane.





**Richmond Industrial Park
Richmond, Kentucky**

Thunder Mfg USA Inc

Fortune Dr

**Potential Development Pad
for Manufacturing Facility**

Vacant Storage Facility

RESOLUTION NO. PCR-02-15

**RESOLUTION DESIGNATING PROPOSED BOUNDARIES
AND APPROVING A PROJECT PLAN
FOR TAX INCREMENTAL DISTRICT NO. 9,
CITY OF FITCHBURG, WISCONSIN**

WHEREAS, the City of Fitchburg (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 9 (the "District") is proposed to be created by the City as an industrial district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Dane County, the Verona Area School District, and the Madison Area Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

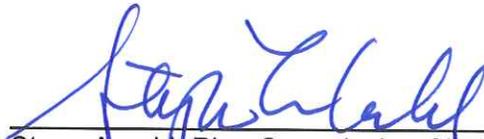
WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on May 19, 2015 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon.

NOW, THEREFORE, BE IT RESOLVED by the Plan Commission of the City of Fitchburg that:

1. It recommends to the Common Council that Tax Incremental District No. 9 be created with boundaries as designated in Exhibit A of this Resolution.
2. It approves and adopts the Project Plan for the District, attached as Exhibit B, and recommends its approval to the Common Council.

3. Creation of the District promotes orderly development in the City.

Adopted this 19th day of May, 2015.



Steve Arnold, Plan Commission Chair



Susan B. Badtke, Secretary of the Plan Commission

**LEGAL BOUNDARY DESCRIPTION OR MAP OF
TAX INCREMENTAL DISTRICT NO. 9
CITY OF FITCHBURG**

THIS CAN BE FOUND IN THE PROJECT PLAN

PROJECT PLAN

THIS WILL BE HANDED OUT SEPARATELY

RESOLUTION NO. R-55-15

**RESOLUTION APPROVING THE PROJECT PLAN AND ESTABLISHING THE
BOUNDARIES FOR AND THE CREATION OF
TAX INCREMENTAL DISTRICT NO. 9,
CITY OF FITCHBURG, WISCONSIN**

WHEREAS, the City of Fitchburg (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 9 (the "District") is proposed to be created by the City as an industrial district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Dane County, the Verona Area School District, and the Madison Area Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on May 19, 2015 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the District, adopted the Project Plan, and recommended to the Common Council that it create such District and approve the Project Plan and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Fitchburg that:

1. The boundaries of the District that shall be named "Tax Incremental District No. 9, City of Fitchburg", are hereby established as specified in Exhibit A of this Resolution.
2. The District is created effective as of January 1, 2015.
3. The Common Council finds and declares that:
 - (a) Not less than 50% by area of the real property within the District is suitable for industrial sites within the meaning of Wisconsin Statutes Section 66.1101, and has been zoned for industrial use.
 - (b)** Based upon the findings, as stated in 3.a. above, the District is declared to an industrial district based on the identification and classification of the property included within the District.
 - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
 - (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
 - (e) The City estimates that approximately none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
 - (f) The project costs relate directly to promoting industrial development in the District consistent with the purpose for which the District is created.
 - (f) Any real property within the District that is found suitable for industrial sites and is zoned for industrial use will remain zoned for industrial use for the life of the District.
4. The Project Plan for "Tax Incremental District No. 9, City of Fitchburg" (attached as Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2015, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

Adopted this _____ day of _____, 2015.

Mayor

City Clerk

EXHIBIT A -

**LEGAL BOUNDARY DESCRIPTION OR MAP OF
TAX INCREMENTAL DISTRICT NO. 9
CITY OF FITCHBURG**

THIS CAN BE FOUND IN THE PROJECT PLAN

PROJECT PLAN

THIS WILL BE HANDED OUT SEPARATELY

City of Fitchburg

Committee of Commission Referral

Direct Referral Initiated by:
 Direct Referral Approved by:

Date Referred: **May 12, 2015** Ordinance Number:
 Date to Report Back: **June 9, 2015** Resolution Number: **R-56-15**

Sponsored by: Mayor Arnold Drafted by: Roach

TITLE: Resolution Approving Development Agreement and Release of
 Option to Purchase Between Sub Zero Corporation and the City
 of Fitchburg

Background: As part of the approval for TID #9, the City requires a developer agreement specifying the terms of any development proposal, and related financing. Sub Zero is requesting consideration of a development incentive by issuing a pay-as-you-go developer bond in the amount of \$2,250,000 to support expansion of their facilities and related infrastructure. See supporting documentation attached. Additional analysis will be provided under separate cover. Sub Zero also request that an option to purchase in favor of the City for two small lots owned by Sub Zero be released.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Finance Committee	Roach	June 9, 2015	
2				
3				
4				

Amendments:

DEVELOPMENT AGREEMENT

Return to:

Mark R. Sewell, City Attorney
City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711

See Exhibit A

Parcel Numbers

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is by and between SUB-ZERO GROUP, INC. ("Developer") and CITY OF FITCHBURG, WISCONSIN ("City").

RECITALS:

A. Developer holds an option to purchase certain real property legally described on Exhibit A attached hereto and made a part hereof (the "Property").

B. The City desires to encourage economic development, expand its tax base and create new jobs within the City, the District (defined below) and the Property.

C. Section 66.1105 of the Wisconsin Statutes (the "Tax Increment Law") provides the authority and establishes procedures by which the City may exercise powers necessary and convenient to carry out the purposes of the Tax Increment Law, cause project plans to be prepared, approve such plans, implement provisions and effectuate the purposes of such plans, and finance such development through the use of Tax Incremental Financing.

D. On **June 9**, 2015, the City Council of the City of Fitchburg adopted a resolution creating Tax Incremental District No. 9 (the "District") and approved a plan for the redevelopment of the District, consisting of the project plan for such district (the "Project Plan").

E. Developer proposes to develop upon the Property an expansion of its existing manufacturing center (which shall consist of approximately 250,000 to 300,000 additional square feet) for the manufacture of major cooking appliances, purchase related manufacturing equipment for the expansion and construct related infrastructure improvements (collectively, the "Manufacturing Center"). Developer anticipates that the total cost of acquiring the Property and constructing and outfitting the Manufacturing Center shall be not less than Fifty Million Dollars (\$50,000,000), broken down as follows: (a) Two Million Fifty Thousand Dollars (\$2,050,000) for land acquisition; and (b) Forty-Seven Million Nine Hundred Fifty Thousand Dollars (\$47,950,000) for construction and outfitting of the Manufacturing Center.

F. On **June 9**, 2015, the City Council of the City of Fitchburg adopted Resolution R-56-15, authorizing the City to enter into this Agreement.

G. The City finds that the development of the Manufacturing Center and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents, and serve the public purpose in accordance with state and local law, and are consistent with the Project Plan.

NOW THEREFORE, the City and Developer hereby agree as follows:

ARTICLE I

FINANCING

1.1 Construction of Manufacturing Center. Developer shall cause to be constructed the Manufacturing Center upon the Property as generally described in the recitals above.

1.2 Financing. The City shall, as a development incentive, provide financial assistance to Developer for costs associated with acquiring the Property and constructing the Manufacturing Center. The City shall provide such financial assistance by issuing to Developer a tax increment bond (the "Bond") in the form, and with the terms, set forth on Exhibit B attached hereto and made a part hereof. The Bond shall be issued by the City Treasurer and delivered to Developer within 30 days of the date the conditions set forth in Article II, below have been satisfied. The principal amount of the Bond shall be 2,250,000.00, provided, however, that if the combined cost of acquiring the Property and constructing the Manufacturing Center, as certified under Section 2.2, below, is less than Fifty Million Dollars (\$50,000,000), then the principal amount of the Bond shall be proportionately reduced. The final cost of the Manufacturing Center shall be based upon actual invoices and requests for payment and may be audited by the City.

1.3 District Duration. Unless the Developer has been paid in full all amounts owed to Developer under the Bond, the City covenants and agrees not to cause the early termination of the District prior to the District's full statutory life (such full statutory life shall include any statutorily authorized extensions available to the City from time to time).

ARTICLE II

CONDITIONS TO FINANCING

Prior to the City's release of the Bond to Developer, the following shall have occurred:

2.1 Acquisition of Title to the Property. Developer shall have acquired title to the Property.

2.2 Certification of Manufacturing Center Cost. Developer shall have certified to the City each of the following (each certification may be made separately):

- (a) The total cost to Developer of acquiring the Property. This certification shall be accompanied by the closing statement used in such acquisition.
- (b) That the Manufacturing Center is substantially complete.
- (c) The total cost of the Manufacturing Center, including all hard costs (such as costs of acquiring the Property and the costs of labor and

materials in constructing the Manufacturing Center), soft costs (such as professional fees, title insurance, builder's risk insurance, feasibility studies, environmental testing, development services, utility hook-up fees, financing costs and construction interest), costs of new equipment, and relocation costs, if any. This certification shall be accompanied by an itemized list of expenditures based upon actual invoices and requests for payment referred to in the last sentence of Section 1.2.

2.3 Covenant. Developer shall have provided to the City a covenant, in recordable form, under which Developer agrees that, as long as the Bond remains outstanding, Developer, for itself, its successors and assigns as owners of the Property, agrees that it shall not sell, transfer or convey any lands within the Property to any party which would render such property exempt from property taxation without first obtaining the consent of the City to such transfer.

ARTICLE III

GENERAL

3.1 Entire Agreement. This document and the documents referred to herein contain the entire agreement between City and Developer and shall inure to the benefit of and shall bind the parties hereto, their respective heirs, executors, successors or assigns.

3.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

3.3 Modifications. This Agreement may be amended or modified only by written instrument duly executed by both of the parties hereto.

3.4 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as set forth below:

To City: City of Fitchburg
Attention: Mayor
5520 Lacy Road
Fitchburg, WI 53711

Copy to: City Attorney
City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711

To Developer: Sub-Zero Group, Inc.
c/o Blaine R. Renfert, General Counsel
4717 Hammersley Road
Madison, WI 53711

Copy to: Reinhart Boerner Van Deuren s.c.
c/o Nathan J. Wautier, Esq.
22 East Mifflin Street, Suite 600
Madison, WI 53703

Notice shall be deemed delivered (a) in the case of personal delivery, on the date when personally delivered; or (b) in the case of certified or registered mail, on the date when deposited in the United States mail with sufficient postage to effectuate such delivery. Either party may change the address to which notice must be given by delivery of written notice to the other party in accordance with this Section 3.4.

3.5 Severability of Provisions. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

3.6 Time of Essence. Time is of the essence.

3.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

3.8 Defaults; Litigation. Neither party shall be deemed to be in default under this Agreement for failure to perform any term or condition of this Agreement unless the other party (the "Non-Defaulting Party") has first given the party alleged to be in default (the "Defaulting Party") written notice describing such failure, and the Defaulting Party does not, within thirty (30) days thereafter, cure such failure (an "Event of Default"). Following an Event of Default, the

Non-Defaulting Party shall have all rights and remedies available to it under law or in equity against the Defaulting Party. ~~In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.~~

3.9 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

3.10 Recording. Either party may record this Agreement.

3.11 Encouragement of Opportunities for MBEs and WBEs. Developer agrees to use diligent efforts to encourage its general contractor for the Manufacturing Center to solicit bids for subcontracting work from minority-owned and women-owned business enterprises.

3.12 Compliance with Laws. In carrying out its obligations under this Agreement, Developer agrees to comply with all laws of all governmental authorities having jurisdiction.

CITY:

CITY OF FITCHBURG, WISCONSIN

By: _____
Steve Arnold, Mayor

By: _____
Anthony Roach
City Comptroller

Date: _____, 2015

Attest: _____
Patti Anderson, City Clerk

Date: _____, 2015

APPROVED AS TO FORM:

Mark R. Sewell
City Attorney

Date: _____, 2015

DEVELOPER:

SUB-ZERO GROUP, INC.

By: _____
Anthony S. Fox, Director of
Finance

Date: _____, 2015

AUTHENTICATION

Signatures of Steve Arnold, Anthony Roach and Patti Anderson
authenticated this ____ day of _____, 2015.

Mark R. Sewell
Member, State Bar of Wisconsin

AUTHENTICATION

Signature of Anthony S. Fox authenticated this ____ day of
_____, 2015.

Nathan J. Wautier
Member, State Bar of Wisconsin

This document was drafted by

Nathan J. Wautier
and Mark R. Sewell

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot two (2), Certified Survey Map No. 10031 recorded in Volume 58 of Certified Survey Maps of Dane County, Wisconsin, Page 260, as Document No. 3312694, in the City of Fitchburg, Dane County, Wisconsin.

EXHIBIT B

CITY OF FITCHBURG TAX INCREMENT DISTRICT NO. 9 TAX INCREMENT BOND SERIES 201_A

THIS TAX INCREMENT BOND (the "Bond") is issued this ____ day of _____, 201__ by the City of Fitchburg, a Wisconsin municipal corporation located in Dane County, Wisconsin (the "City") to Sub-Zero Group, Inc., its successors and assigns ("Developer").

W I T N E S S E T H

- A. The City and Developer have entered into a development agreement dated [____], 2015 (the "Development Agreement").
- B. The Bond is issued by the City pursuant to the Development Agreement.
- C. Terms that are capitalized in this Bond that are not defined in this Bond and that are defined in the Development Agreement shall have the meanings assigned to such terms by the Development Agreement.

A G R E E M E N T

1. General. The City hereby promises to pay to Developer, subject to all of the terms and conditions of this Bond, the principal amount of **2,250,000.00**, together with interest as described in Section 2, below, in payments described in Section 3, below. **[The principal amount is subject to adjustment prior to issuance of the Bond pursuant to Section 1.2 of the Development Agreement.]**
2. Interest. The rate of interest shall be **6%** per annum. Interest shall accrue from the date Developer has acquired the Property, as certified under Section 2.2 of the Development Agreement (currently estimated to be [____], 2015).
3. Payments. Payments of principal and interest in the amounts set forth on the maturity schedule attached hereto as Schedule 1 shall be due in semiannual installments beginning on [April 1, 2018 and continuing on each April 1 and October 1 thereafter through October 1, 2035] or October 1 of the calendar year following the closure of Tax Increment District No. 9, whichever is later. Each April 1 and October 1 payment date described in this Section 3 is referred to

as a "Bond Payment Date." Interest accrued through the October 1 preceding the first Bond Payment Date shall be added to the principal outstanding under the Bond effective on such October 1 date. Prepayment of the amounts evidenced by this Bond may be made in full or in part at any time without penalty. If, by the final Bond Payment Date, there has been over the life of this Bond insufficient Tax Increment to pay all principal and interest due under this Bond, the City shall have no further obligation to make any payments whatsoever on this Bond.

4. Nature of Obligation. The principal and interest payments to be made on the Bond Payment Dates shall be payable solely from the Tax Increment (as defined in the Tax Increment Law) from the District **as originally created and exclusive of any Tax Increment attributable to lands added to the District after the date of the Agreement** (a) accrued during the calendar year or years preceding the applicable Bond Payment Date, and (b) actually received by the City by such Bond Payment Date. The Bond shall be a special and limited obligation of the City and not a general obligation. On each Bond Payment Date, the City shall apply all Tax Increment received from the District for the previous year's taxes in the following priority:

First, to the City's reasonable cost to administer the District.

Second, to payment of any interest due on this Bond.

Third, to the payment of any past due principal on this Bond.

Fourth, to payment of any principal due under this Bond on the Bond Payment Date.

Fifth, if there is Excess Tax Increment (as defined below), such Excess Tax Increment shall be applied, at the City's option, as follows:

(a) to prepayment of the principal of this Bond, or

(b) to be held by the City to be available for the payment of principal of or interest on this Bond in future years.

Sixth, if there is Excess Tax Increment remaining after application of the Excess Tax Increment in accordance with the preceding paragraph, such Excess Tax Increment may be used by the City for any other purpose permitted by the Project Plan and the Tax Increment Law.

5. Excess Tax Increment. "Excess Tax Increment" means the Tax Increment received by the City from the District for any calendar year that exceeds the sum of the City's reasonable cost to administer the District for that year, the

scheduled payments of principal and interest for that year and any unpaid principal or accrued interest from prior years under this Bond.

6. Subject to Appropriations. The City's obligation to make payments on this Bond shall be conditioned on the requirement that the Common Council shall appropriate Tax Increment to make such payments, there shall not be an event of default on the part of the Developer under the Development Agreement, and that all payments then due under any special assessments, if any, have been paid.

7. Transfer of Bond. In order to transfer or assign this Bond, the transferee or assignee shall surrender the same to the City either in exchange for a new bond or for transfer of this Bond on the registration records for this Bond maintained by the City. Any transferee or assignee shall take this Bond subject to the foregoing conditions and subject to all of the provisions of the Development Agreement.

8. Miscellaneous. This Bond is subject to the Tax Increment Law and to the Development Agreement.

CITY:

CITY OF FITCHBURG

By: _____
Steve Arnold, Mayor

Attest: _____
Patti Anderson, City Clerk

DEVELOPER:

SUB-ZERO GROUP, INC.

By: _____
Anthony S. Fox, Director of Finance

SCHEDULE 1
BOND PAYMENT SCHEDULE
[to be provided]

OPTION TO REPURCHASE

Document Number

DANE COUNTY REGISTER OF DEEDS

3235637

07-28-2000 3:24 PM

Trans. Fee

Rec. Fee 14.00
Pages 3

000579

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SUB-ZERO FREEZER COMPANY, INC., a Wisconsin corporation ("Sub-Zero") hereby grants to the CITY OF FITCHBURG, a Wisconsin municipal corporation (the "City") a nonassignable exclusive option to repurchase (the "Option") the property described on the attached Exhibit A (the "Option Property") on the following terms and conditions:

1. If Sub-Zero, at any time prior to its commencement of permanent improvements on the Option Property, (a) petitions to rezone the Option Property for a purpose that is not consistent with Sub-Zero's use of the Option Property in its business, or (b) offers to sell the Option Property other than in connection with a sale of all or a material portion of Sub-Zero's assets, the City shall have the Option to purchase the Option Property from Sub-Zero for the same purchase price as Sub-Zero paid to the City as of the date hereof. The Option shall

Recording Area

Name and Return Address
Attorney Harvey L. Temkin
Foley & Lardner
P.O. Box 1497
Madison, WI 53701-1497

See Attached Exhibit A

Parcel Identification Number (PIN)

expire upon the earlier of Sub-Zero's commencement of construction of permanent improvements on the Option Property or upon a sale of all or a material portion of Sub-Zero's assets. Upon Sub-Zero notifying the City in writing that it will be petitioning (or has petitioned) for rezoning or will be offering to sell the Option Property in a manner that would trigger the City's Option, the City shall have sixty (60) days from its receipt of such notice to exercise its Option by so notifying Sub-Zero in writing within such time period. If the City does not timely exercise its Option (time being of the essence), then Sub-Zero may convey the Option Property or proceed with the rezoning petition, as the case may be, free of this Option, which shall then expire. If the City exercises its Option, then Sub-Zero shall convey the Option Property to the City by warranty deed subject to the same exceptions to title as were contained in the warranty deed pursuant to which the City initially conveyed to Sub-Zero on the date hereof. The transaction shall close within forty-five (45) days after the City exercises its Option.

Dated as of the 18th day of July, 2000.

SUB-ZERO FREEZER COMPANY, INC.

CITY OF FITCHBURG

By: Ed Murphy
Ed Murphy, Vice President - Finance

By: [Signature] (SEAL)

[CORPORATE SEAL]

Attest: Karen A. Peters (SEAL)

This is an option to purchase and is not a conveyance per s. 77.21(1), Stats. and is not subject to transfer return or fee per Tax 15.01, Wis. Adm. Code.

3/14

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

000580

On this 20th day of July, 2000, before me personally appeared Ed Murphy, who acknowledged himself to be Vice Pres. - Finance of the above-named Sub-Zero Freezer Company, Inc., to me known to be such officer of said Corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Corporation, by its authority.

Barbara A. Rute
Notary Public, Dane County, Wisconsin
My commission expires 7/14/02

*Print Name of Notary Public

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

On this 18th day of July, 2000, before me personally appeared Mark Vivian and Karen Peters who acknowledged themselves to be the Mayor and City Clerk of the above-named City of Fitchburg, to me known to be such Mayor and City Clerk of the City, and acknowledged that they executed the foregoing instrument as such Mayor and City Clerk as the deed of the City, by its authority.

M Elizabeth Winters
* M. Elizabeth Winters
Notary Public, Dane County, Wisconsin
My commission expires is permanent.

*Print Name of Notary Public

This instrument was drafted by
Attorney Harvey L. Temkin
of Foley & Lardner.

EXHIBIT A

000581

Parcel A:

Part of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 6 North, Range 9 East, in the City of Fitchburg, Dane County, Wisconsin, described as follows:

Beginning on the North line of said Section 8, in the center line of highway at a point which is 636 feet East of the Northwest corner of said Section 8; thence South 5 degrees 04' West, 173 feet; thence East parallel to the North line of Section, 75 feet; thence North 5 degrees 04' East, 173 feet to the North line of Section; thence West along said North line 75 feet to the point of beginning.

(Parcel No. 225-0609-082-8560-9)

Parcel B:

Part of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 6 North, Range 9 East, in the City of Fitchburg, Dane County, Wisconsin, described as follows:

Beginning at a point of the North line of said Section 8, 711 feet East of the Northwest corner of said Section 8; thence South 5 degrees 04' West, 173 feet to an iron stake; thence East parallel with the North line of said Section 8, 75 feet to an iron stake; thence North 5 degrees 4' East, 173 feet to the North line of said Section 8; thence West along said North line, 75 feet to the point of beginning.

(Parcel No. 225-0609-082-8550-1)

Parcels A & B above are also described as follows:

Part of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin, to-wit: Commencing at the West 1/4 corner of said Section 8; thence North 88 degrees 50' 14" East, 29.78 feet; thence North 01 degrees 26' 48" East, 2,554.82 feet; thence North 89 degrees 15' 32" East, 603.55 feet to the point of beginning; thence continuing North 89 degrees 15' 32" East, 150.00 feet; thence South 04 degrees 06' 19" West, 117.32 feet; thence South 89 degrees 15' 32" West, 150.00 feet; thence South 04 degrees 06' 19" East, 117.32 feet to the point of beginning.

WARRANTY DEED

DANE COUNTY REGISTER OF DEEDS

RECEIVED

JUL - 2 2001

3235638

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CITY OF FITCHBURG CLERK'S OFFICE

Trans. Fee

EXEMPT #2

Rec. Fee

12.00

Pages

2

Document Number

This Deed, made between the City of Fitchburg, a Wisconsin municipal corporation

Grantor, and Sub-Zero Freezer Company, Inc., a Wisconsin corporation

Grantee.

Grantor, for a valuable consideration, conveys to Grantee the following described real estate in Dane County, State of Wisconsin (the "Property"):

See Attached Exhibit A

Exempt from Wisconsin Transfer Tax Fee and Return pursuant to Wis. Stat. §77.25(2).

Recording Area

Name and Return Address

Harvey L. Temkin, Esq.
Foley & Lardner
P.O. Box 1497
Madison, WI 53701-1497

225-0609-082-8560-9
225-0609-082-8550-1

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

000582

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants and general taxes levied in 2000.

Dated this 1st day of June, 2000.

*
* (Signature lines)

City of Fitchburg
Mark Vivian, Mayor
Darlene Joosten, Deputy City Clerk

AUTHENTICATION

Signature(s) of Mark Vivian, Mayor and Darlene Joosten, Deputy City Clerk

authenticated this 1st day of June, 2000.

Bryan C. Esch
* Bryan C. Esch

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Bryan C. Esch, Esq.
DeWitt Ross & Stevens, Madison, WI
(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
Dane County.)

Personally came before me this ___ day of ___ the above named

Mark Vivian, Mayor of the City of Fitchburg and Darlene Joosten, Deputy City Clerk of the City of Fitchburg to me known to be the person who executed the foregoing instrument and acknowledged the same.

*
Notary Public, State of Wisconsin
My Commission is permanent. (If not, state expiration date: ___)

*Names of persons signing in any capacity must be typed or printed below their signature.

2/12

EXHIBIT A

000583

Parcel A:

Part of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 6 North, Range 9 East, in the City of Fitchburg, Dane County, Wisconsin, described as follows:

Beginning on the North line of said Section 8, in the center line of highway at a point which is 636 feet East of the Northwest corner of said Section 8; thence South 5 degrees 04' West, 173 feet; thence East parallel to the North line of Section, 75 feet; thence North 5 degrees 04' East, 173 feet to the North line of Section; thence West along said North line 75 feet to the point of beginning.

(Parcel No. 225-0609-082-8560-9)

Parcel B:

Part of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 6 North, Range 9 East, in the City of Fitchburg, Dane County, Wisconsin, described as follows:

Beginning at a point of the North line of said Section 8, 711 feet East of the Northwest corner of said Section 8; thence South 5 degrees 04' West, 173 feet to an iron stake; thence East parallel with the North line of said Section 8, 75 feet to an iron stake; thence North 5 degrees 4' East, 173 feet to the North line of said Section 8; thence West along said North line, 75 feet to the point of beginning.

(Parcel No. 225-0609-082-8550-1)

Parcels A & B above are also described as follows:

Part of the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin, to-wit: Commencing at the West 1/4 corner of said Section 8; thence North 88 degrees 50' 14" East, 29.78 feet; thence North 01 degrees 26' 48" East, 2,554.82 feet; thence North 89 degrees 15' 32" East, 603.55 feet to the point of beginning; thence continuing North 89 degrees 15' 32" East, 150.00 feet; thence South 04 degrees 06' 19" West, 117.32 feet; thence South 89 degrees 15' 32" West, 150.00 feet; thence South 04 degrees 06' 19" East, 117.32 feet to the point of beginning.

Steve Arnold, Mayor
Introduced By

Roach
Prepared by

Finance Committee
Referred to

May 12, 2015
Date

RESOLUTION R-56-15

Resolution Approving Development Agreement and Release of Option to Purchase Between
Sub Zero Corporation and the City of Fitchburg

WHEREAS, Sub Zero Corporation (Developer) intends to develop property within proposed TIF District #9; and

WHEREAS, the Boundary and Project Plan Amendment for TIF District #9 contains provision for development incentives whereby the City would determine the feasibility of offering financial incentives to projects on a case by case basis; and

WHEREAS, the City has received a request for financial participation for an expansion of facilities on the Sub Zero Campus and related infrastructure improvements; and

WHEREAS, the City desires to participate in this project as specified in the developer agreement attached.

WHEREAS, Developer desires relief from an option to purchase certain real estate (Option) owned by Developer in favor of the City, which real estate is located in the proposed TIF District #9

WHEREAS, In the event Developer develops It's property in accord with the development agreement the City is amenable to releasing the Option to purchase provided that the City retains the right to purchase sufficient property for road expansion at the dollar amount contained within the Option

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Fitchburg Common Council that it hereby approves the developer agreement attached and authorizes the City Attorney to make technical changes to the agreement.

BE IT FURTHER RESOLVED, that the Mayor with the consent of the City Attorney is authorized to enter into an agreement releasing the Option so long as the City retains the right to purchase sufficient property for road expansion at the dollar amount contained within the Option.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby directed to sign the agreement and other necessary paperwork as required.

Adopted this _____ day of _____, 2015.

Approved: _____
Stephen L. Arnold, Mayor

Attest: _____
Patti Anderson, City Clerk

City of Fitchburg

Committee or Commission Referral

Direct Referral Initiated by:
 Direct Referral Approved by:

Date Referred: **May 26, 2015** Ordinance Number:
 Date to Report Back: **June 9, 2015** Resolution Number: **R-60-15**

Sponsored by: Mayor Drafted by: Public Works

TITLE: Approving Contract with Mead & Hunt for the Design of
 Lacy Road from the Community Center to S. Syene Road

Background: The current CIP for the Lacy Road Reconstruction project does not include sufficient funds for the design or construction costs for this 1.3 mile project. The preliminary construction estimate from Mead & Hunt puts the project at \$5.8 million (\$6.0 million with a signal). The CIP included \$4 million and the STP-urban grant is based off a 50% cost-sharing with a \$2 million cap. The design costs that were included in the CIP were \$300,000, however, the cost from Mead and Hunt is \$690,000. It is not unusual for design and engineering fees to be 10-12% of the construction cost, so this fee is not unusual given the complexity of this project. City staff will update the CIP to reflect these updated costs.

City staff will also contact WisDOT to understand our options for this project, given the cost overrun that is anticipated. Can the City apply for more funding? Can the project length be reduced? Do we need to reduce the scope and eliminate some components from the project (roundabout, lighting, burying overhead, etc)? Staff will look into these options prior to the Board of Public Works meeting to be able to have answers for next steps on this project.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	June 1, 2015	Approved
2	Finance	Roach	June 9, 2015	
3				
4				

Amendments:

Agreement for Engineering Services

OWNER

City of Fitchburg
5520 Lacy Road
Fitchburg, Wisconsin 53711

ENGINEER

Mead & Hunt, Inc.
2440 Deming Way
Middleton, WI 53562

PROJECT: Lacy Road Reconstruction
Fitchburg Community Center to South Syene Road

1. Scope of Services

A.1 Definitions

- A. "DEPARTMENT" means the Wisconsin Department of Transportation or local program management consultant.
- B. "FHWA" means the Federal Highway Administration
- C. "PROJECT" means a specific section of highway proposed for improvement by the DEPARTMENT in the CONTRACT.
- D. "Services" means the engineering Services, labor, equipment, and materials furnished by CONSULTANT in accordance with this CONTRACT.
- E. "MANUAL" means the DEPARTMENT's Facilities Development Manual and other manuals reference therein.
- F. "CITY" means the City of Fitchburg Public Works Department.
- G. "CONSULTANT" means Mead & Hunt, Inc.

A.2 Design Reports

A. Concept Definition Report

A Concept Definition Report, as defined in the MANUAL, has been prepared for the PROJECT and will be furnished by the DEPARTMENT or CITY.

B. Pavement Report

The CONSULTANT shall prepare a pavement report including a life cycle cost analysis as set forth in the MANUAL. One copy of the report shall be submitted to the DEPARTMENT for review.

C. Design Study Report

The CONSULTANT shall prepare a design study report as set forth in the MANUAL. One copy of the report shall be submitted to the DEPARTMENT for review. The preparation of final Road Plans shall not be undertaken by the CONSULTANT until the Design Study Report has been approved or the CONSULTANT has been authorized by the CITY.

D. TRANS 75 Worksheets

The CONSULTANT shall prepare a Complete Street Compliance Check Sheet and applicable Exception Sheet(s).

A.3 Environmental Documentation

By its execution of this CONTRACT, the CONSULTANT does hereby specify in accordance with the disclosure statement requirements of 40 CFR 1506.5(c) and 23 CFR 771.123(d) that CONSULTANT has no financial or other interest in the outcome of this PROJECT.

The CONSULTANT shall prepare an Environmental Report for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. The appropriate number of copies shall be furnished to the CITY for approval.

The CONSULTANT shall comply with the requirements specified in the MANUAL as well as in Chapter TRANS 400, Wisconsin Administrative Code. In the event of any irresolvable conflict between the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code, the administrative rule controls.

A. Agricultural Impact Notice

The CONSULTANT shall prepare an Agricultural Impact Notice, in accordance with the MANUAL, for lands from farm operations which may be acquired for this PROJECT. The Agricultural Impact Notice shall be submitted to the Wisconsin Department of Agriculture, Trade and Consumer Protection by the CONSULTANT.

B. Section 4(f) Evaluation

The CONSULTANT will prepare the appropriate Programmatic Section 4(f) documentation for two (2) sites along the corridor. Preparation of a DeMinimus or complete Section 4(f) Evaluation is considered "Extra Services."

C. Section 6(f) Evaluation

Section 6(f) issues are not anticipated for the project and are not included in this CONTRACT; considered "Extra Services".

D. Historical and Archaeological Surveys and Studies

- a) The CONSULTANT shall identify the Area of Potential Effect for the PROJECT. The CONSULTANT shall conduct a reconnaissance survey following the procedures specified in the MANUAL. Upon completion of the archaeological and historical reconnaissance and evaluation studies, the results of the survey shall be submitted to the CITY. For historical/architectural reconnaissance surveys, the CONSULTANT shall consult with the State Historical Preservation Office (SHPO), the historian and the Project Manager concerning recommendations. When archaeological reconnaissance studies indicate further work is needed, the CONSULTANT shall consult with the archaeologist and DEPARTMENT prior to conducting evaluation studies.
- b) The CONSULTANT shall prepare a report as required in the "Guidelines for Preparation of Formal Report on Archaeological Materials or Sites" as specified in the MANUAL. The CONSULTANT shall document the results of the reconnaissance survey for architecture/history using the "Architecture/History Survey Form".

E. Environmental Justice

No minority or low-income population are suspected of residing within the project area. Environmental Justice evaluation is considered "Extra Services."

F. Hazardous Materials/Contamination Assessments

- a) The CONSULTANT shall conduct a Phase 1 investigation for the PROJECT in accordance with the MANUAL and prepare a brief memo.
- b) When Phase 1 indicates further work is needed, the CONSULTANT shall consult with the DEPARTMENT prior to conducting further evaluation studies. Further studies shall be considered "Extra Services".
- c) The CITY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/ Contamination Assessments services performed by the CONSULTANT under this CONTRACT.

G. Wetlands

- a) The CONSULTANT shall field delineate wetlands within the project area. Wetlands will be delineated following the field methods of the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual, (Manual), as modified by the Interim Regional Supplement: Northcentral and Northeast Region, (Supplement) adopted October, 2009. Wetland boundaries shall be marked in the field and surveyed to a common horizontal control point for the project. A written report shall be prepared and provided in accordance with the documentation standards of the Manual and Supplement, as well as the Basic Guide to Wisconsin's Wetlands and Their Boundaries, published by the Wisconsin Department of Administration (1995).
- b) The CONSULTANT shall prepare and provide a wetland delineation report containing field data sheets with data point photographs, a wetland boundary map at an appropriate scale, supporting information concerning soils, the project area of interest, antecedent precipitation and a narrative description of wetlands and how their boundaries were determined.
- c) The CONSULTANT shall request a preliminary jurisdictional determination for the wetlands from the U.S. Army Corps of Engineers upon transmittal of the wetland delineation report to the agencies.
- d) The CONSULTANT shall coordinate with the Wisconsin Department of Natural Resources (WDNR) to identify existing wetland banking sites to compensate the potentially unavoidable wetland impacts. If necessary, the banking sites shall be discussed in the environmental document.
- e) The CONSULTANT shall not be required to evaluate mitigation sites based on factors such as land use and soil type. The CONSULTANT shall not be required to make field visits to identify mitigation sites. The preparation of wetland mitigation plans is not included in this CONTRACT. This work shall be considered "Extra Services".

H. Air Quality

Air quality issues are not anticipated for the project and are not included in this CONTRACT; considered "Extra Services".

I. Noise Analysis

A noise analysis is not anticipated for the project and are not included in this CONTRACT; considered "Extra Services".

A.4 Agency Coordination

A. General:

At the request of the CITY, the CONSULTANT shall forward correspondence to affected local, state, and federal agencies and supply them with information concerning the PROJECT, including exhibits, so as to inform them of the scope of the project.

B. The CONSULTANT shall coordinate with the following interests through correspondence:

- a) US Army Corps of Engineers
- b) US Fish and Wildlife Service
- c) Wisconsin Department of Natural Resources
- d) Department of Agriculture, Trade, and Consumer Protection
- e) State Historic Preservation Office
- f) Native American Tribes
- g) Local Historic Societies
- h) Dane County

C. The CONSULTANT shall keep the CITY informed of its and other affected agency activities.

D. Contact with the FHWA shall be only through the CITY or DEPARTMENT.

E. Permits and Certifications:

a) Section 401 and 402 Certifications:

The CONSULTANT shall evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the procedures as set forth in the MANUAL, and shall prepare the necessary application.

b) Section 404 Permits:

The CONSULTANT shall evaluate the potential for discharge of fill materials into the waters of the United States, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and

the procedures as set forth in the MANUAL, and shall prepare the necessary permit application.

- c) The CONSULTANT shall prepare a Chapter 30 permit for this project.

A.5 Railroad/Utility Involvements

A. Railroad Negotiations/Agreements

The CONSULTANT shall prepare the railroad crossing report for the intersection of Lacy Road with the Wisconsin and Southern Railroad.

B. Utility Coordination

The CONSULTANT shall perform utility coordination in accordance with:

- a) The MANUAL
- b) The WisDOT "Guide to Utility Coordination"
- c) The "Local Project Utility Coordination Task List".

The CONSULTANT shall prepare necessary conveyance documents for the CITY. The CITY will enter into negotiations with the affected utility companies and will prepare all other documents.

The DEPARTMENT or CITY will provide the CONSULTANT with a list of known utilities on the PROJECT and a list of contact personnel for utility coordination. This list is not warranted to be complete, but is furnished to assist the CONSULTANT. It should be verified and updated by the CONSULTANT.

The CONSULTANT shall confer on an ongoing basis with utility facility owners in the project vicinity to establish mutual understanding on design features of the project affecting utility facilities, and shall keep the CITY informed of such coordination activities. The CONSULTANT shall provide the CITY with plans and information that will allow it to meet its planned utility coordination schedule.

A.6 Public Involvement

A. The CONSULTANT, after consultation with CITY shall prepare a Public Involvement Plan for this PROJECT.

B. Informational Meetings:

- a) The CONSULTANT shall conduct one (1) public "kick-off" meeting to acquaint the public with the concepts and probable impacts of this PROJECT.

- b) The CONSULTANT shall conduct up to two (2) public informational meetings with property owners and interested parties regarding evaluated alternatives for the PROJECT.

C. Meeting Exhibits and Documentation

- a) The CONSULTANT shall prepare exhibits and documentary handout material and provide the equipment necessary to conduct the public informational meetings.
- b) The CONSULTANT shall prepare exhibits and documentary handout material to assist the CITY with attending or presenting information at community events.
- c) The CONSULTANT shall prepare summary minutes following the public information meetings.
- d) The CONSULTANT shall consult with the CITY after the public informational meetings to discuss the comments received and shall recommend the possible disposition of these comments and suggestions.
- e) The CITY will make the necessary arrangements for scheduling the meetings.
- f) The CONSULTANT shall provide the CITY with copies of public involvement correspondence and file notes.

D. Project Mailings, Newsletters

- a) The CITY will be responsible for mailings notifying the public of informational meetings. The CONSULTANT shall assist the CITY with materials for the mailings.
- b) The CONSULTANT shall provide notices and press releases for CITY use.

A.7 Surveys

- A. The CONSULTANT shall survey Lacy Road from Glen Brook Way to 100 feet west of Haight Farm Road. Survey shall be 120' wide centered on the road except for buildings, paved surfaces, curb and sidewalk within 200' of the existing centerline. Survey shall extend 500' north and south of the Fahey Glen intersection.
- B. The CONSULTANT shall temporarily mark existing right-of-way for coordination with affected utilities and property owners one (1) time at

the approximate property line locations on the determined existing right-of-way line.

- C. The CONSULTANT shall locate the necessary section corners for the right-of-way plat. It is estimated that eight (8) section corners need to be located and established and tied to county coordinates.
- D. The surveys shall also provide information necessary for the preparation of plats and acquisition of rights of way and property.
- E. Surveys shall include ties to section corners, quarter section corners, and to street lines or block corners in platted areas. These ties shall be in sufficient detail to permit the preparation of proper legal descriptions of the lands acquired.
- F. Surveys shall be referenced to the Wisconsin County Reference System – Dane County NAD 83 (2011) Horizontal and USGS NAVD 88 (Geoid 12A) Vertical.
- G. The CONSULTANT shall establish horizontal and vertical control throughout project limits using the WisCORS GPS Control network and differential leveling. Control stations shall be monumented and tied to the project datum by coordinates.
- H. The CONSULTANT shall survey utility facilities and topographic points including existing iron right-of-way pipes necessary for the preparation of the plat and plan.

The survey of private utilities is not part of this contract. If private utilities need to be surveyed, that work shall be considered “Extra Services”.

The CONSULTANT shall collect topographic data for the following:

- a) Utilities including:
 - Inverts of sanitary and storm manholes, catch basins and outfalls.
 - Utility poles, guy wires, pedestals, overhead wires, hydrants, water boxes and valves, gas valves, signal poles, signal bases, pull boxes, electrical cabinets, light poles, monitoring wells and transformers.
 - Drainage structures
 - Stream bed and hydrological features
- b) Topographic features and DTM to include:

- Features such as curbs, walks, pavement edges, buildings & improvements
- Ground shots, ditch lines, concrete and/or gravel
- Marsh, waterways or bodies of water, and/or wetlands
- Cross drains and culverts (size, type, and invert)
- Retaining walls – top, bottom and width
- Tree lines, individual trees with a 3-inch diameter or larger
- Buildings – stoops/steps, threshold elevations, planters
- Driveways and material
- Flag poles and display lighting
- Guard rails and hand rails
- Railroad installations
- Highway signage

I. The CONSULTANT shall provide to the CITY, survey notes, raw and coordinate data in digital format.

A.8 Road Plans

A. The CONSULTANT shall prepare Road Plans for the PROJECT. Road Plans shall include the preparation of street reconstruction of Lacy Road from the Fitchburg Community Center to the roundabout east of S. Syene Road. Sidewalks and/or a multi-use path will be constructed along the entire corridor.

B. Road Plans are the compilation of documents, reproducible drawings, depicting the location, character, dimensions, and relevant data necessary to the layout and construction of the prescribed work. Road Plans generally consist of the following:

- (a) Title Sheet
- (b) Project Overview
- (c) Typical Cross Sections and General Notes
- (d) Special Details
- (e) List of Standard Detail Drawings
- (f) Plan Details
- (g) Erosion Control Plans
- (h) Storm Sewer Plans
- (i) Storm Water Management Plans
- (j) Signing Plans
- (k) Lighting Plans
- (l) Pavement Marking Plans
- (m) Traffic Control Plans
- (n) Detour plans
- (o) Alignment Diagram and Control
- (p) Miscellaneous Quantities
- (q) Plat
- (r) Plan and Profile Sheets

- (s) Computer Earthwork Data and Mass Diagrams
- (t) Cross Sections

- C. Road Plans shall be designed in accordance with the current practices of the DEPARTMENT and in accordance with the principles, standards, and practices adopted by the DEPARTMENT for manual and computer aided design of highway plans, as specified in the MANUAL and shall be developed in accordance to, or be coordinated with the latest edition of the STANDARD SPECIFICATIONS for HIGHWAY and STRUCTURE CONSTRUCTION, of the DEPARTMENT, hereinafter referred to as STANDARD SPECIFICATIONS.
- D. The CONSULTANT shall provide to the CITY, in AutoCad format, electronic files produced for the plan sets and right of way plats by the CONSULTANT. AutoCad files shall adhere to the National CAD standard for layer names.
- E. In preparation of Road Plans, the CONSULTANT shall prepare and furnish to the DEPARTMENT specifications for construction work included in the plans which are not covered by the STANDARD SPECIFICATIONS of the DEPARTMENT, and such amendments to or revisions of the STANDARD SPECIFICATIONS as may be required to properly cover the work contemplated by the plans.
- F. It is anticipated that the Plan & Profile Sheets will be developed to a 1"=40' scale on a reduced size plan (11" x 17"). The length of the project is not anticipated to exceed 7,300 feet. Cross Sections will be at every 50 feet and at driveways, at an even scale.
- G. It is anticipated that Lacy Road will be closed during construction. The CONSULTANT shall prepare Detour Plans for Lacy Road. Improvements that may be needed along the detour route to accommodate traffic are not known at this time and are considered "Extra Services".
- H. Preliminary Construction Staging Concepts shall be prepared by the CONSULTANT and are anticipated to include two (2) construction stages defining local access. Construction staging which results in additional major stages may constitute "Extra Services".
- I. The PROJECT roadway plans are not anticipated to include the development of streetscaping improvements. Plans for such improvements are considered "Extra Services".

- J. The CONSULTANT shall prepare plans for roadway lighting. Electrical engineering and lighting design services shall consist of the following:
- a) Demolition plans showing removal of the existing fixtures.
 - b) Coordination with local utilities for power extension route and available circuitry (service panelboard/lighting control based on current CITY standards).
 - c) New luminaire selection based on the CITY's current standards.
 - d) New street lighting design and layout based on the current CITY ordinances for the CITY (pole spacing, pole type, pole base details, fixture types, recommended foot candles min levels and min/max ratio).
 - e) Photometric point-by-point plans with statistics (max.min uniformity ratio for linear runs and intersections).
 - f) Development of the electrical and lighting plans, schedules and associated detail plans for CITY review.
 - g) Development of lighting specifications.
- K. Changes to prepared designs or plans caused by later revisions in the MANUAL shall be considered "Extra Services".

A.9 Stormwater Management

- A. Phase 1 – 30% Concept Development. The CONSULTANT shall:
- a) Coordinate with the CITY on stormwater management performance standards required by Chapter 30, Article II of Fitchburg's Municipal Code (<http://www.fitchburgwi.gov/DocumentCenter/View/7796>).
 - 1. 80% TSS reduction
 - 2. Peak Flow control for new impervious surfaces > 20,000 aggregate for the project
 - 3. Infiltration
 - b) Investigate locations for possible stormwater treatment. Incorporate stormwater treatment into the conceptual road cross sections as space allows in the right-of-way.
 - c) Prepare a map of stormwater management device location options.
 - d) Attend a meeting with the CITY to present and discuss conceptual level stormwater treatment options and gain feedback on CITY preferences.

- e) Prepare conceptual level stormwater treatment calculations for two options including one submittal to the CITY.
- f) Prepare a conceptual level layout of two stormwater options including one submittal to the CITY.
- g) Prepare a conceptual level cost estimate for two options.

B. Phase 2 – 60% Preliminary Design. The CONSULTANT shall:

- a) Provide recommended soil boring locations and depths to the CITY.
- b) Evaluate soil boring results.
- c) Perform storm water modeling for the project area to include:
 - 1. Peak flow for new impervious areas if > 20,000 square feet for the total project.
 - 2. Stormwater quality modeling to determine total suspended solids reduction as compared to no runoff management practices for the average annual rainfall. Modeling will be performed using WinSLAMM.
 - 3. Infiltration analysis through WinSLAMM or ReCARGA.
- d) Prepare a preliminary design layout of the selected stormwater treatment option.
- e) Prepare and submit a preliminary stormwater treatment summary spreadsheet for submittal to the CITY for review.
- f) Preliminary Cost Estimate of stormwater treatment

C. Phase 3 – 90% Final Design. The CONSULTANT shall:

- a) Finalize stormwater treatment calculations.
- b) Finalize stormwater management plan report.
- c) Prepare final plan sheet layout and detail sheets of stormwater management devices.
- d) Prepare special provisions for stormwater treatment areas.
- e) Final Cost Estimate of stormwater treatment.

- f) Prepare and submit erosion control and stormwater management permit applications to the CITY, including the final design plans and stormwater management plan report.

D. Services not included:

- a) Recharge calculations and summary
- b) Thermal reduction
- c) Contaminated soil

A.10 Storm Sewer Plans

A. The CONSULTANT shall prepare preliminary storm sewer plans in accordance with the MANUAL.

- a) The storm sewer design for Lacy Road between the Fitchburg Community Center and Glen Arbor Way will utilize the existing mainline.
- b) Checking capacity of existing storm sewer for Lacy Road between the Fitchburg Community Center and Glen Arbor Way is not proposed and would be considered "Extra Services".

B. Phase 1 – 30% Concept Development. The CONSULTANT shall:

- a) Coordinate with the CITY for location of storm sewer connections to existing storm sewers and proposed discharge locations.
- b) Prepare preliminary conceptual storm sewer mainline layout for a maximum of two layouts to identify conflicts.

C. Phase 2 – 60% Preliminary Design. The CONSULTANT shall:

- a) Prepare preliminary storm sewer mainline layout.
- b) Perform storm sewer mainline capacity analysis to identify potential design conflicts including one submittal to the CITY.
- c) Coordinate preliminary storm sewer mainline layout with stormwater management.

D. Phase 3 – 90% Final Design. The CONSULTANT shall:

- a) Layout final storm sewer

- b) Delineate sub-basins for the hydrologic modeling for the storm sewer design sizing.
- c) Prepare storm sewer plans in accordance with the MANUAL. It is anticipated that trunk line storm sewers must be designed for the entire length of the project.
- d) The storm sewer plan submittals shall include final plans and the model of the sewer system.
- e) Complete DEPARTMENT required drainage spreadsheets.
- f) Coordinate storm sewer layout with stormwater management.

A.11 Sanitary Sewer and Watermain Plans

- A. Phase 1 – 30% Concept Development. The CONSULTANT shall:
 - a) Coordinate with the CITY for location of sanitary sewer connections to existing sewers.
 - b) Prepare preliminary conceptual sanitary sewer and watermain layout.
- B. Phase 2 – 60% Preliminary Design. The CONSULTANT shall:
 - a) Prepare preliminary sanitary sewer mainline layout to include a section from Fahey Glen extending approximately 1,250 lineal feet west and a 200 lineal foot section east of Jones Farm Drive.
 - b) Prepare preliminary watermain mainline layout to include 200 lineal feet east of Jones Farm Drive, 2,400 lineal feet west of Fahey Glen and 317 lineal feet of private main on City Hall property.
 - c) Identify potential conflicts with existing or proposed utilities.
 - d) Identify special provision sections related to the sanitary sewer and watermain.
- C. Phase 3 – 90%/Final Design, The CONSULTANT shall:
 - a) Prepare final sanitary sewer and watermain plans.

- b) Prepare sanitary sewer and watermain special provision sections to comply with City of Fitchburg standard specifications.

A.12 Structure Plans

- A. In the design and development of the Structure Plans, retaining walls will be provided at one (1) location to retain the road side slopes. The CONSULTANT shall evaluate up to four (4) retaining wall types, including post and panel, sheet pile, cast-in-place reinforced concrete and Mechanically Stabilized Earth (MSE). A Retaining Wall Survey Report, which includes a discussion of considerations for the preferred wall type, shall be prepared by the CONSULTANT in accordance with the procedures set forth in the MANUAL. The completed preliminary plan shall show the structure plan, elevation, and typical cross section, and pertinent data shall appear on the first sheet(s). Four prints of this plan and the Retaining Wall Survey Report shall be submitted to the DEPARTMENT for review. The DEPARTMENT will review this preliminary plan and the Retaining Wall Survey Report and return one print to the CONSULTANT showing requested revisions, if any.
- B. This CONTRACT assumes that the preferred retaining wall type will be a Mechanically Stabilized Earth (MSE) retaining wall. The design of other wall types, including a reinforced concrete, post and panel or steel sheet piling is not anticipated and if required will be considered "Extra Services".

A.13 Meetings

- A. The CONSULTANT shall attend seventeen (17) monthly meetings with CITY staff to plan, review, and coordinate the PROJECT.
- B. The CONSULTANT shall attend or hold an Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT.
- C. The CONSULTANT shall attend three (3) meetings with the City of Fitchburg Common Council, Plan Commission, or Transportation and Transit Commission meetings to provide PROJECT updates.
- D. The CONSULTANT shall attend one (1) meeting to develop the Transportation Management Plan.
- E. The CONSULTANT shall attend one (1) meeting to review the 60% Preliminary Plan.

- F. The CONSULTANT shall attend one (1) meeting to review the 90% Plan.
- G. The CONSULTANT shall attend the pre-construction conference as scheduled by the DEPARTMENT.
- H. The CONSULTANT shall attend three (3) plat meetings with affected property owners to discuss acquisition.
- I. The CONSULTANT shall attend two (2) meetings with affected individual property owners to discuss project impacts.
- J. The CONSULTANT shall attend up to two (2) meetings to review and coordinate the PROJECT with local interest groups prior to scheduled public information meetings.

A.14 Plans, Specifications, & Estimates (P.S. & E.)

- A. The CONSULTANT shall prepare a P.S. & E. as specified in the MANUAL.
- B. The CONSULTANT shall provide one set of final plans for each utility within the PROJECT limits prior to the P.S. & E. submittal date.
- C. The CONSULTANT shall provide data necessary for the preparation of plats and acquisition of rights of way and property, including existing and proposed right-of-way chains and points to be staked. The format of the file containing right-of-way monumentation information shall be in accordance with the standards outlined in the MANUAL.
- D. The CONSULTANT shall submit the Plan Letter, Sample Proposal with the Highway Work Proposal and Special Provisions, Recommendation to Governor for Contract and Bond Approval Form, Utility Status Report, Certificate of Right of Way, Contract Time for Construction, News Release, Notes to Construction, and the Wetland Impact Tracking Form portion of the P.S. & E. electronically as specific in the MANUAL.

A.15 Transportation Project Plats

- A. The CONSULTANT shall prepare the Transportation Project Plat for the PROJECT in accordance with Wisconsin Statute 84.095, Facilities Development Manual (FDM) Chapter 9 - Surveying, FDM Chapter 12 – Right-of-Way Plats, FDM Chapter 15 – Plan Preparation, and the WisDOT guide to Utility Coordination, as provided by the DEPARTMENT.

- a) Prior to the start of the Transportation Project Plat, the CONSULTANT shall set up a meeting with the Right-of-Way Plat Unit to review the special provisions and FDM procedures.
- b) Each Transportation Project Plat sheet shall show coordinates on section corners and on main line and side road survey line/reference line PI's.
- c) All coordinate information shall be referenced to the Wisconsin County Reference System – Dane County NAD 83 (2011) Horizontal and USGS NAVD 88 (Geoid 12A) Vertical.
- d) The CONSULTANT shall provide the DEPARTMENT with a hard copy report and an electronic file, in AASHTO SDMS version 3.4 control file format (*.CTL), of the Right-of-Way points and PI's using no duplicated numbers.
- e) The CONSULTANT shall provide the DEPARTMENT with a hard copy report describing elements within alignment chains; and an electronic file, in AASHTO SDMS version 3.4 PI defined alignment file format (*.ALI), for alignment chains.
- f) New Right-of-Way monumented points shall be shown with size and kind noted (e.g., 1" I.P.) as per FDM Chapter 12 guidelines.
- g) Recovered monuments shall be shown with size and kind noted as per FDM Chapter 12 guidelines.
- h) Existing access control or access covenants from previous WisDOT projects, CSM's, or Subdivisions, as provided by the DEPARTMENT or that appear in a title report, shall be shown or noted on the plat.
- i) Existing property lines along with CSM's, Subdivisions, Assessor Plats, County Plats, and Condominium Plats shall be noted on the plat.
- j) A note or table shall be assigned to every Transportation Project Plat to include the historical basis for dimensioning the existing highway right-of-way, to also include intersecting roads.
- k) Whenever the mainline reference line crosses a section line, the bearing and distance along the section line shall be

shown to the adjacent quarter corner or section corner. The type and coordinates of the section corner shall be noted on the plat.

- l) The CONSULTANT shall provide the DEPARTMENT with a Cogo Printout of the exterior boundaries of the right-of-way, which specifies closure of the traverse. The CONSULTANT shall bear sole responsibility for closure of the traverse shown on each recorded plat.
- m) Upon final approval by the Region, the CONSULTANT shall submit a final full size, 22" x 30", reproducible copy of the plat on bond paper, along with an electronic file in accordance with the standards outlined in the FDM on a read only CD to the DEPARTMENT.

B. Title Searches/Updates

The CONSULTANT shall obtain Title Searches, Title Updates, or Commitments necessary to determine property lines and current ownerships for the PROJECT. It is estimated that forty-five (45) Title Searches are required. The CONSULTANT shall contract with a title company to prepare the Title Searches, Title Updates, or Commitments in accordance with the DEPARTMENT'S approved list of title companies. The CONSULTANT shall provide a copy of the Title Searches, Title Updates, or Commitments to the DEPARTMENT, upon request.

- C. Right-of-Way Descriptions shall be provided for individual parcels of land and interests to be acquired as Right-of-Way for the PROJECT. Descriptions shall be in accordance with the provisions set forth in Wisconsin Statute 84.095 (7) and Chapter 12 of the Facilities Development Manual.
- D. The CONSULTANT shall prepare the descriptions using Microsoft Word, 7.0 software or software compatible with the DEPARTMENT, and provide a copy of the Descriptions, excluding the recording information, in hard copy and also in an electronic format to the DEPARTMENT. Prior to writing any Descriptions, the CONSULTANT shall contact the REGION Real Estate Unit for current formatting instructions.
- E. The CONSULTANT shall provide, upon request, one (1) survey effort to field locate and temporarily mark the new right-of-way boundaries including temporary and permanent easements in a manner which will facilitate the appraisal of affected parcels and relocation of affected utilities. Staking activities shall be coordinated with the Region Real Estate Section to provide at least two weeks

lead time for the DEPARTMENT or CITY to send letters to property owners.

- F. The CONSULTANT shall monument the new Right-of-Way points, as depicted on the Transportation Project Plat, prior to construction.
- G. The CONSULTANT shall be responsible for revisions to the Transportation Project Plat and Right-of-Way Descriptions, until the Transportation Project Plat is recorded with the County Register of Deeds Office, unless specifically excluded by the contract. Amendments or revisions to the recorded Transportation Project Plat shall be made in accordance with Wisconsin Statute 84.095, and the Transportation Project Plat Guidelines, as provided by the DEPARTMENT.
- H. The CONSULTANT shall forward the Transportation Project Plat to the DEPARTMENT and CITY for review and approval. The DEPARTMENT or CITY will be responsible for the recording of Transportation Project Plats.

A.16 Traffic

- A. Transportation Management Plan (TMP)
 - a) The CONSULTANT shall prepare the required level Transportation Management Plan (TMP), which shall not exceed a Type 3 TMP. The TMP shall include traffic operations analysis to minimize traffic delay.
 - b) The CONSULTANT shall coordinate with the following interests during development of the TMP:
 1. Fitchburg Police Department
 2. Dane County Sheriff
 3. City of Fitchburg Fire Department
 4. Emergency Medical Services
 5. Metro Transit
 6. U.S. Postal Service
 - c) A staged traffic control plan will be required for the PROJECT. Work zone analysis shall include:
 1. Traffic Control Plan (TCP)
 2. Public Information and Outreach Plan (PIOP)
 3. Transportation Operations Plan (TOP)
 4. Incident Management Plan (IMP)
 - d) The CONSULTANT shall prepare a preliminary and a final TMP and incorporate the comments from one (1) review meeting.

B. Traffic Projections

Based on traffic forecasts provided by the CITY for the construction year and the design year, the CONSULTANT shall project the traffic data collected by the CITY to the construction year and design year for the following intersections:

1. Mica Road
2. Fahey Glen
3. Sunflower Drive
4. S. Syene Road

C. Signal Warrant Analysis

A traffic signal warrant analysis shall be performed for the Lacy Road intersection with S. Syene Road. Using the existing turning counts provided by the CITY, a signal warrant analysis shall be completed per the Manual on Uniform Traffic Control Devices (MUTCD) for the intersection.

D. Intersection Traffic Analysis

Intersection analysis shall be performed at the Mica Road and Sunflower Drive intersections. These analyses shall employ the HCS 2010 software package to determine the turn lane configurations.

E. Intersection Control Evaluation (ICE)

The CONSULTANT shall prepare ICE reports as outlined in the MANUAL for the following intersections:

a) Lacy Road and Fahey Glen

The CONSULTANT shall prepare preliminary concept intersection designs at the intersection of Lacy Road with Fahey Glen. The CONSULTANT shall prepare a sign control alternative and a roundabout alternative.

b) Lacy Road and S. Syene Road

The CONSULTANT shall prepare preliminary concept intersection designs at the intersection of Lacy Road with S. Syene Road. The CONSULTANT shall prepare a sign control alternative and a signalized alternative.

A.17 "If Authorized" through written notice to proceed:

A. Historic Determination of Eligibility

- a) The CONSULTANT shall conduct further study(ies), as specified in the MANUAL, to document the eligibility of site(s) for inclusion in the National Register of Historic Places.
- b) The CONSULTANT shall prepare one (1) Determination of Eligibility for a property that is recommended for consideration as eligible for inclusion in the National Register of Historic Places. Additional Determinations of Eligibility will be considered "Extra Services". The CONSULTANT preparing a Determination of Eligibility for a historic property shall prepare a Determination of Eligibility Form. The CONSULTANT preparing a Determination of Eligibility for archaeological sites may use the National Register Form NPS 10-900 or Form HP-02-10.
- c) If historic properties are identified, the CONSULTANT shall prepare documentation for Determination of No Adverse Effect. The CONSULTANT shall prepare the documentation in consultation in accordance with the MANUAL and in consultation with the FHWA, State Historic Preservation Office (SHPO), and DEPARTMENT. When appropriate, Native Americans will also be included in the consultation process. For Archaeological properties the CONSULTANT shall prepare a Data Recovery Plan as part of the Documentation for Consultation.
- d) If adverse effect cannot be avoided, the CONSULTANT shall prepare Documentation for Consultation and a Memorandum of Agreement. This is considered "Extra Services".

B. Public Involvement

The CONSULTANT shall prepare an online visual preference survey to evaluate design details for the PROJECT as determined by the CITY. The CONSULTANT shall provide a summary report of the results of the survey.

C. Roundabout Design

The CONSULTANT shall prepare roundabout design plans for the Lacy Road intersection with Fahey Glen. The roundabout is anticipated to be a single lane design. The roundabout design will be prepared as outlined in the MANUAL.

D. Traffic Signal Design

The CONSULTANT shall prepare Traffic Signal Plans for the Lacy Road intersection with S. Syene Road. Timing calculations for the railroad advance warning system, and a railroad preemption timeline shall be completed and submitted to the DEPARTMENT. Battery back-up shall be designed at the signal controller and an interconnect cable shall run from the signal controller to the railroad controller. Coordination shall be maintained with the DEPARTMENT throughout the design process for the signal preemption.

A.18 Prosecution and Progress

The following items of work will be completed and submitted to the CITY or DEPARTMENT by the indicated dates, if CONSULTANT has received the Notice to Proceed by June 10, 2015.

Report Title	Date
Pavement Design Report	August 28, 2015
Intersection Control Evaluation	September 4, 2015
Typical Section Determination (provided by CITY)	September 8, 2015
Traffic Management Plan	November 27, 2015
Slope Intercepts & Preliminary Plat	December 18, 2015
Environmental Document	January 8, 2016
Design Study Report	January 29, 2016
Preliminary Road Plan	January 29, 2016
Right-Of-Way Plat(s)	February 26, 2016
Right-Of-Way Descriptions	February 26, 2016
Final Road Plans	August 1, 2016
Final P.S. & E.	August 1, 2016

A.19 Services Provided by the CITY

The CITY will provide to the CONSULTANT the following for the PROJECT:

- A. As-built plans
- B. Existing right-of-way plats and drawings, as may be available
- C. Horizontal and vertical control survey data
- D. List of know utilities
- E. Available traffic data including recent traffic counts
- F. Authorization to retrieve Fly Dane data
- G. Investigations of subsurface soil conditions for pavement design, retaining wall design, and stormwater treatment areas
- H. Recommendations concerning external stability for proposed retaining walls from the subsurface investigation
- I. Provide review of the conceptual stormwater phase options and make recommendation of preferred option
- J. Provide review of the preliminary stormwater design

- K. Provide intermediary feedback on stormwater management as needed
- L. Provide information on vacant land availability for stormwater treatment areas
- M. Provide double ring infiltrometer testing as needed
- N. Provide Public Works, environmental review of the final stormwater management layout
- O. Provide location and size of proposed sanitary sewer and watermain
- P. Provide information on where new sanitary and water laterals are required and the required size
- Q. Provide locations of existing sanitary and watermain laterals to show on plans
- R. Provide as-built information, GIS data and other pertinent information for the sanitary sewer and watermain design and connections
- S. Provide information on City standards
- T. Prepare and submit sanitary sewer extension permit to Wisconsin DNR
- U. Prepare and submit watermain extension permit to Wisconsin DNR. Prepare capacity calculations required for the permit submittal
- V. Provide intermediary feedback on storm sewer layout as needed
- W. Provide existing storm sewer capacity to the west including the storm sewer basin, if available
- X. Marking existing property corners
- Y. Right-of-way acquisition

A.20 Service Elements Not Included

The following services are not included under the scope of this Agreement:

- A. Noise Analysis.
- B. Air Quality
- C. Staged earthwork plans
- D. Indirect and Cumulative Effects
- E. Public involvement meeting notice mailings
- F. Soils and Subsurface investigations
- G. Traffic counts
- H. Review of sanitary sewer tape to determine existing conditions and locations of sanitary sewer laterals
- I. Modeling of existing watermain or proposed watermain for sizing or capacity
- J. Pedestrian level lighting

If such services are required, they shall be provided by an amendment to this Agreement or through a separate Agreement with the OWNER.

A.21 Extension of Services

This Agreement may be extended for additional services upon authorization by the OWNER. Extension of consulting services shall be provided on an hourly basis plus expenses. Hourly services shall be provided on the basis of time actually spent in performance of the additional services

A.22 Completion of Services

No services under this Agreement shall commence unless authorized by the OWNER in writing. If authorization is received by June 10, 2015, it is expected that the Design Study Report will be completed on or about January 29, 2016, and the P.S. & E. shall be ready for a January 2017 letting. This Agreement shall terminate by May 1, 2017 unless otherwise amended.

2. Compensation, Billing and Payment

2.1 Compensation

Compensation for the services set forth in Sections A. 1 and A. 2 will be on an hourly basis in accordance with ENGINEER'S hourly rates attached as Exhibit B. The ENGINEER will bill the OWNER monthly for the service provided. The bill will provide a breakdown of services rendered according to the ENGINEER'S labor classifications shown on Exhibit B. The total compensation for these services, including fees and expenses, shall be a sum not to exceed \$655,017.78.

Compensation for the "If Authorized" services set forth in Section A.17 will be on an hourly basis in accordance with the ENGINEER'S hourly rates through written notice to proceed. The compensation for these services, including fees and expenses, shall not exceed these values:

A.17.A	Historic Determination of Eligibility	\$6,972.70
A.17.B	Public Involvement – Online Survey	\$3,191.10
A.17.C	Roundabout Design – Fahey Glen	\$8,586.17
A.17.D	Traffic Signal Design – S. Syene Road	\$15,865.24

2.2 Billing and Payment

2.2.1 Timing/Format/Acceptance

ENGINEER will bill the OWNER monthly, with net payment due in 60 days. Unless OWNER provides ENGINEER with a written statement of any objections to the invoice within 30 days of receipt, OWNER shall be deemed to accept the invoice as submitted, provided, however, acceptance of the invoice shall not constitute OWNER's acceptance of

improper, faulty, or defective work, shall not release ENGINEER of any of its obligations under this Agreement, and shall not constitute a waiver of any rights or provisions hereof by OWNER.

2.2.2 Late Payments

Past due balances shall be subject to a service charge at the rate of 1 % (one percent) per month. Any amount that the OWNER has objected to shall not be considered due or past due until the objection has been resolved.

2.2.3 Delay/Adjustment

If services continue beyond estimates established herein, other compensation elements may be adjusted to reflect conditions existing at the time of provision of such extended services.

2.2.4 Billing Records

ENGINEER maintains accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice. OWNER requests for copies of original source documents will be billed as additional services at the rates in effect at the time of the request.

2.2.5 Sales/Use Taxes

Any sale or use taxes imposed upon provision of professional services under this Agreement and in effect on the date of the invoice shall be in addition to the total compensation, and will be added to the invoice amount and billed to the OWNER.

2.2.6 Expenses

Expenses incurred on the PROJECT such as travel, computer, printing and telephone shall be considered incidental to the contract.

3. Standard Terms and Conditions

3.1 Standard Of Care

Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the profession at the time and within the locality where the services are performed. ENGINEER agrees to indemnify and hold OWNER harmless from all damages, claims, and liability, including attorney's fees arising directly from ENGINEER'S failure to perform in accordance with such standard of care.

3.2 Change of Scope

The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by OWNER. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the PROJECT progresses, facts discovered, including discovery of unanticipated hazardous materials, may indicate that scope should be re-evaluated. ENGINEER will promptly inform OWNER in writing of such situations, and if the facts discovered constitute a material change in PROJECT assumptions, the parties shall renegotiate this Agreement as necessary.

3.3 Safety

ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically set forth in this Agreement, ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees, except any injuries arising from ENGINEER negligence.

3.4 Construction Review

For projects involving construction, OWNER acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required and that performance of construction related services by the design professional permits errors or omissions to be identified and corrected at comparatively low costs. OWNER agrees to hold ENGINEER harmless from any claims resulting from performance of construction related services by persons other than ENGINEER, except for claims directly caused by, or attributable to, ENGINEER, its employees, or agents.

3.5 Delays

If events beyond the control of ENGINEER, including, but not limited to, fires, floods, riots, strikes, unavailability of labor or materials, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency other than OWNER, result in delays to the schedule established in this Agreement; such schedule and, if necessary, the compensation established in this Agreement shall be amended to the extent necessary to compensate for such delay.

3.6 Termination for Cause

3.6.1 The OWNER may terminate this Agreement effective seven days after sending written notice to the ENGINEER upon the happening of the following events:

3.6.1.1 The ENGINEER fails to deliver any reports, drawings, or designs in final form reasonably acceptable to the OWNER by the schedule set forth in 1.1.5 of this agreement.

3.6.1.2 The ENGINEER fails to perform any services required by this Agreement in a timely and professional manner or fails reasonably to cooperate with the OWNER.

3.6.2 The ENGINEER may terminate this Agreement effective seven days after sending written notice to the OWNER if the OWNER materially interferes with the performance of this Agreement by the ENGINEER.

3.7 Termination for Convenience

- a. OWNER may terminate this Agreement in whole or in part, at any time by written notice to ENGINEER, whether or not ENGINEER is in default. Such termination for convenience shall be effective at the time and in the manner specified in OWNER's written notice to ENGINEER.
- b. Upon receipt of written notice from the OWNER of such termination for the OWNER's convenience, the ENGINEER shall:
 - Cease work as directed by the OWNER in the notice;
 - Take actions necessary, or that the OWNER may direct, to preserve work performed to date; and
 - Terminate all existing consultancy agreements or purchase orders.
- c. Upon such termination for convenience, the ENGINEER shall be entitled to receive payment for work executed, and reasonable costs, as mutually agreed between OWNER and ENGINEER, incurred by ENGINEER due to such termination, but in no event including loss of anticipated profits for work not performed.

3.8 Suspension

In the event either party defaults in its obligations under this Agreement (including OWNER'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice to the other party, suspend performance under this Agreement. Such written notice must state the party's intention to suspend performance under the Agreement if cure of such default is not commenced within such time limit contained in the written notice.

3.9 Insurance

ENGINEER shall maintain the following minimum insurance coverage/limits:
Comprehensive General Liability: \$1,000,000 occurrence/ \$2,000,000 aggregate

Automobile Liability \$1,000,000 occurrence/ aggregate

Worker's Compensation Statutory
/Employers Liability

Excess Liability \$7,000,000 occurrence/ aggregate

Professional Liability \$5,000,000 occurrence/ aggregate

3.10 Hold Harmless And Indemnification

The ENGINEER acknowledges and agrees that liability for both bodily injury, disability and/or death of ENGINEER'S employees or any other person, or for damages to property caused in any way by the operations of the ENGINEER under this agreement shall be assumed by the ENGINEER, and the ENGINEER shall indemnify and hold OWNER harmless against all claims, actions, proceedings, direct damages and liabilities, including reasonable attorney's fees, arising from or connected with the ENGINEER'S activities in connection with the services provided to the OWNER, including but not limited to, any acts, errors or omissions of the ENGINEER, its employees, agents, representatives and any other person doing business with the ENGINEER in connection with this agreement. However, in no event and under no circumstances shall the ENGINEER be liable to the OWNER for consequential, incidental, indirect, special, or punitive damages as incurred by OWNER due to OWNER'S direct acts and omissions. This section is not to be in conflict with Section 893.80 (4), Wis. Stats.

3.11 Liability For Toxic/Hazardous Materials

OWNER agrees that the overall liability for the actual, alleged, or threatened discharge, dispersal, release, or escape of toxic hazardous or asbestos material and the responsibility for ownership and maintenance of such materials relating to the PROJECT, shall remain with OWNER, except for any damages, claims, and liability arising directly from ENGINEER negligence or intentional acts.

3.12 Access

OWNER shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the services under this Agreement.

3.13 Reuse of Documents

Reuse of any documents pertaining to this PROJECT by the OWNER on extensions of this PROJECT or on any other PROJECT shall be at the OWNER'S risk. The OWNER agrees to defend, indemnify, and hold harmless

ENGINEER from all claims, damages, and expenses, including attorney's fees, arising out of such reuse of the documents by the OWNER or by others acting through the OWNER, except for any damages, claims, and liability arising directly from ENGINEER negligence.

3.14 Amendment

This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

3.15 Assignment

Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party.

3.16 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes all prior discussions, understandings or agreements between the parties with respect to such matters.

3.17 No Waiver

No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

3.18 No Third-Party Beneficiary

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including OWNER'S contractors, if any.

3.19 Severability

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

3.20 Authority

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

3.21 Notices

Any notice required hereunder shall be sent to the business address designated on the signature page of this Agreement and shall be deemed served if sent by registered or certified mail or hand-delivered to an officer or authorized representative of the party to whom the notice is directed.

3.22 Opinions of Construction Cost

Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the OWNER only. Since ENGINEER has no control over Contractor's costs of labor or materials, or competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

3.23 Relations with Contractors

The ENGINEER shall serve as OWNER'S professional representative for the services defined in this Agreement, and may make recommendations to OWNER concerning actions relating to OWNER'S contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, safety programs, sequences, or procedures of construction selected by OWNER'S contractors.

3.24 Laws to be Observed

The ENGINEER shall at all times observe and comply with all Federal and State Laws and administrative rules, local laws, ordinances, and regulations which in any manner affect the conduct of the PROJECT, and all orders or decrees, as exist at the present time or which may be enacted within the time frame of this agreement of bodies or tribunals having jurisdiction or authority over the PROJECT.

3.25 Affirmative Action

The ENGINEER agrees that qualified small and minority owned business enterprises shall have the maximum practicable opportunity to participate in the performance of DOT aid-assisted contracts and subcontracts. In connection with the performance of services under this agreement, the ENGINEER agrees not to discriminate against any employee or applicant for employment because of age, race, creed, color, religion, handicap, sex, physical condition, marital status, national origin, ancestry, sexual orientation, developmental disability as defined in section 111.01(5), Wis. Stats., arrest record, conviction record, or membership in the National Guard, state defense force, or any other reserve component of the military forces of the United States or the State. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The ENGINEER agrees to post in a conspicuous place available for employees and

applicants for employment notices to be provided by the ENGINEER setting forth the provisions of this non-discrimination clause.

3.26 Professional Services

The ENGINEER intends to serve as the OWNER'S professional representative for those services as defined in this Agreement and to provide advice and consultation to the OWNER as a professional. Any opinions of probable PROJECT costs, approvals, and other decisions made by the ENGINEER for the OWNER are rendered on the basis of experience and qualifications and present the ENGINEER'S professional judgment.

The ENGINEER acknowledges and agrees that it is an independent contractor of the City, that its business is independently owned and operated, that nothing in this contract shall be interpreted to cause or result in, directly or indirectly, any principal/agent or employer/employee relationship between the ENGINEER and the City, and that nothing in this agreement shall in any way whatsoever be construed as an agreement of partnership, general or limited, joint venture, or as an agency relationship, between the City and the ENGINEER. The ENGINEER agrees not to represent or advertise in any way that its relationship with the City is other than as provided in this paragraph.

3.27 Disputes

- a. OWNER and ENGINEER agree to initially attempt mediation regarding any dispute arising between OWNER and ENGINEER under this Agreement. Such proceedings shall be held in Fitchburg, Wisconsin. At OWNER's option, any such mediation will be consolidated with related dispute resolution proceedings involving OWNER, ENGINEER, or any other party. Sole jurisdiction for all proceedings shall be Dane County Wisconsin.
- b. Nothing contained in the aforementioned paragraph shall be construed to relieve ENGINEER of any obligations it may have under Section 893.80, Wis. Stats.

IN WITNESS WHEREOF the parties hereby have made and executed this Agreement.

ENGINEER:

BY: _____

_____ Date

ATTEST: _____

_____ Date

OWNER:

BY: _____

_____ Date

ATTEST: _____

_____ Date

APPROVED AS TO FORM:

City Attorney

_____ Date

Provision has been made to pay the liability that will accrue with this agreement.

City's Financial Officer

_____ Date

Phase One Archaeological Services Inc.
5618 Hempstead Road Madison Wisconsin 53711
Phone: 608-334-1828
Email: phaseonearchaeology@gmail.com

May 19, 2015

Ms. Shannon Dolan
Mead & Hunt, Inc.
2440 Demming Way
Middleton, WI 53562

Subject: Phase I Archaeological Survey for Lacy Road, City of Fitchburg, Dane County

Dear Ms. Dolan:

Phase One Archaeological Services, Inc. is pleased to offer the attached cost estimate for the above referenced project. We are able to do the work in the Summer of 2015 on your notice to proceed. The cost estimate for the proposed Phase I archaeological investigation for the subject project is \$5,000.

If you have any questions or require additional information, please contact me.

Sincerely,

John G. Hodgson

John Hodgson
President and Senior Principal Investigator
Phase One Archaeological Services Inc.

EXHIBIT B

CONSULTANT DIRECT LABOR RATES



PROJECT ID: Lacy Road Reconstruction

Employee Name	Classification	Weighted Average Hourly Rate
Average - Selected Individuals	Principal	\$192.23
Average - Selected Individuals	Project Manager	\$150.21
Average - Selected Individuals	Senior Engineer	\$143.01
Average - Selected Individuals	Engineer	\$99.53
Average - Selected Individuals	Technician II	\$105.65
Average - Selected Individuals	Technician I	\$79.08
Average - Selected Individuals	Administrative Assistant	\$69.19
Average - Selected Individuals	Surveyor	\$120.64

Contract Completion Date: May 1, 2017

Steve Arnold, Mayor
Introduced By

Public Works
Drafted By

Board of Public Works & Finance
Committee

May 26, 2015
Date

RESOLUTION R-60-15

**APPROVING CONTRACT WITH MEAD & HUNT
FOR THE DESIGN OF LACY ROAD FROM THE COMMUNITY
CENTER TO S. SYENE ROAD**

WHEREAS, the 2015 Capital Budget includes funding for design of Lacy Road from the Community Center east to S. Syene Road; and

WHEREAS, a Request for Proposals for Engineering Services for Lacy Road Reconstruction was prepared by Public Works; and

WHEREAS, seven firms submitted proposals that were reviewed by a panel consisting of the City Engineer, Environmental Project Engineer, Transportation Project Engineer, and City Planner; and

WHEREAS, Mead & Hunt was selected as the top firm based on their qualifications and experience with similar projects and their ability to meet the schedule constraints; and

WHEREAS, staff has negotiated a not to exceed fee of \$655,018 for the base design work outlined in the proposal and 4 separate "if authorized" costs which would be dependent on the outcome of public input and design analysis, and

WHEREAS, the total for the 4 "if authorized" items shall not exceed \$34,615, creating a potential total design fee of \$689,633.

NOW THEREFORE BE IT HEREBY RESOLVED, by the Fitchburg Common Council that it approves the contract with Mead & Hunt for the design of Lacy Road not to exceed the amount of \$655,018 for the base work, and \$34,615 for the "if authorized" portions of work.

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

Approved By: _____
Steve Arnold, Mayor

Approved By: _____
Patti Anderson, City Clerk

City of Fitchburg

Committee or Commission Referral

Direct Referral Initiated by:
 Direct Referral Approved by:

Date Referred: **May 26, 2015** Ordinance Number:
 Date to Report Back: **June 9, 2015** Resolution Number: **R-61-15**

Sponsored by: Mayor Drafted by: Public Works

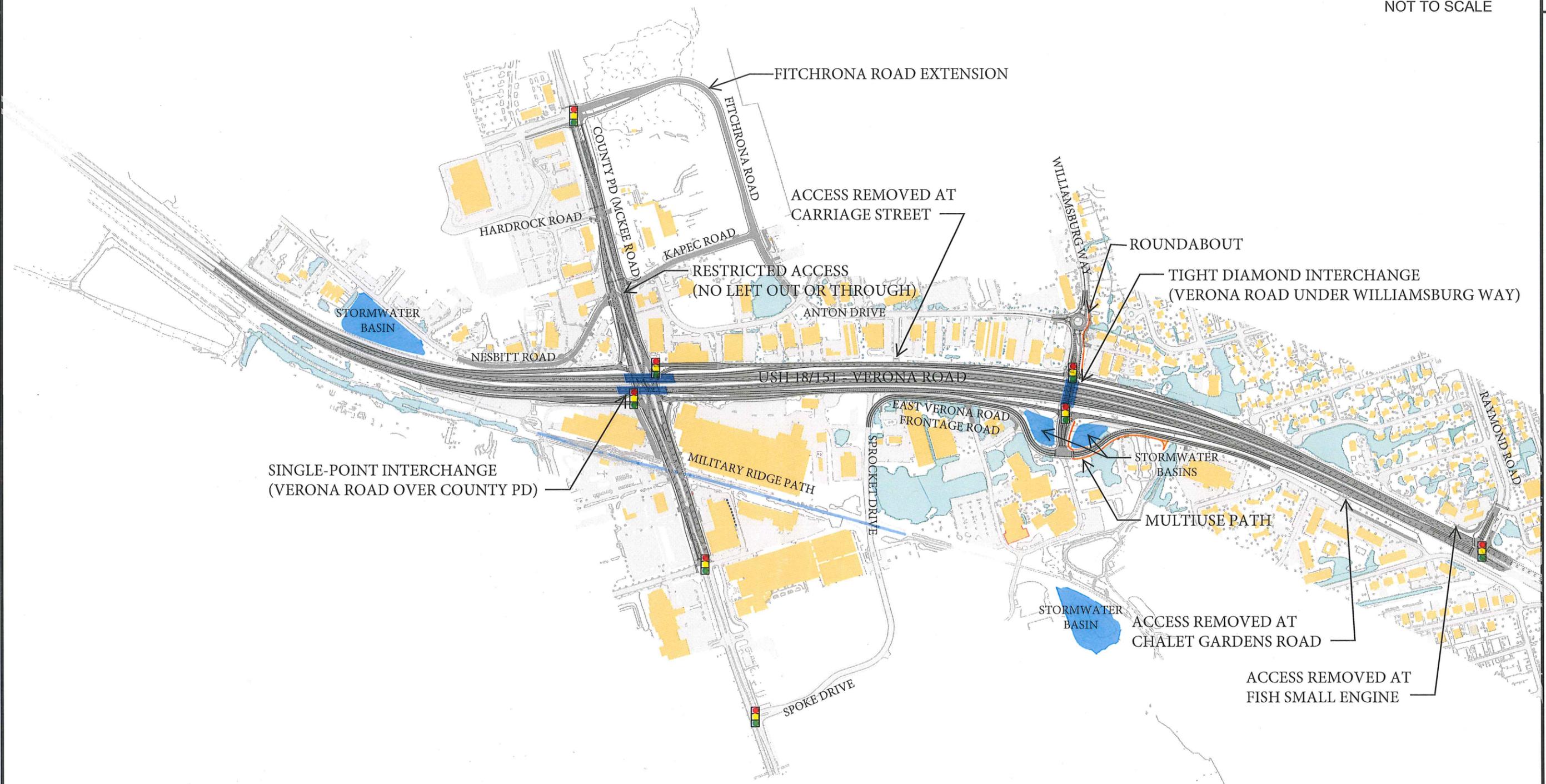
TITLE: Approving Revised Agreement with Wisconsin Department
 of Transportation for the Reconstruction of Verona Road
 from CTH PD North to Raymond Road

Background: The City, by resolution R-85-13, approved an agreement with WisDOT for the construction of the Military Ridge Path Overpass, various intersection improvements, and the Verona Road Reconstruction from CTH PD to Raymond Road. As design has continued, there have been some changes to the scope of work (addition of street lighting, utility compensability, storm basin maintenance) and the total project cost for Verona Road Reconstruction has increased. WisDOT will fund up to 1% of the project cost for Community Sensitive Solutions (CSS), so the increased construction cost allows the CSS funds to increase. The agreement has been updated to reflect those changes in scope and the increase in CSS funds.

The CIP includes funding for the sanitary sewer and water main work. However, the additional lighting costs for Fitchrona Road and the Verona Road Frontage Road have not been identified in the CIP up to this point. Staff will update the CIP to reflect these additional costs related to the project. It should also be noted that this updated agreement holds the City responsible for maintenance of 4 storm water ponds (see attached map). The city already maintains 1 of the 4 ponds (Nesbitt Road pond), but will be responsible for all 4 upon completion of the project. Staff is negotiating changes with WisDOT that were requested by the Board of Public Works.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	June 1, 2015	Approved
2	Finance	Roach	June 9, 2015	
3				

Amendments:





**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

Date: 4/29/2015 (revised 8/14/2013 agreement)

I.D.s:1206-07-05/25/29/77/83/74/75

Road Name: Mount Horeb – Madison

Limits:1206-07-77: Raymond Rd–Seminole

Limits:1206-07-83: CTH PD Pedestrian Bridge

Limits:1206-07-05/25/74/75 and 1206-08-74/75:

CTH PD -Raymond Rd

Highway: USH 18

County: Dane

Roadway Length 1206-07-77: 0.0 miles

Roadway Length 1206-07-83: 0.0 miles

Roadway Length 1206-07-74 & -08-74/75:0.0 mi.

Roadway Length 1206-07-75:1.9 miles

The signatory city of Fitchburg, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Verona Road (USHs 18/151) and the Madison Beltline(USHs 12/14/18/151) are urban highways that vary from 4 to 6 lanes.

Proposed Improvement:

Construction ID 1206-07-77 - Phase 1 of Stage 1 construction that includes the following work: Improve 8 local intersections to improve traffic diversion that is anticipated at the intersections; digital message boards of traffic handling on the beltline; storm water mains and detention ponds; noise walls and retaining walls; expand beltline to 3 westbound lanes between Whitney Way and Gammon Road; and other minor improvements.

Construction ID 1206-07-83 - New bike and pedestrian overpass over CTH PD.

Construction IDs 1206-07-74/75 - Reconstruct Verona Road from CTH PD to Raymond Road to freeway standards with new interchanges at CTH PD and at Williamsburg Way.

Construction IDs 1206-08-74/75 - Sanitary Sewer and Water facilities with projects 1206-07-74/75.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: The cost for an additional three bridge piers/spans for bridge B-13-666 on the south side of McKee Road, Military Ridge Trail under ID 1206-07-83. Municipal sanitary sewer and water facilities replacements were designed by the Municipality and will be constructed under individual sewer and water projects 1206-08-74 and 1206-08-75 that will be let with construction projects 1206-07-74 and 1206-07-75 respectively.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: ID 1206-07-05 Plan Development	\$ 10,500,000	\$ 10,500,000	100%	\$0	0%
Real Estate : ID 1206-07-25 Acquisition & Delivery	\$8,099,700	\$8,099,700	100%	\$0	0%
Real Estate Acquisition: ID 1206-07-29 Acquisition	\$215,000	\$215,000	100%	\$0	0%
Construction: ID 1206-07-77 Participating	\$19,088,000	\$19,088,000	100%	\$0	0%
Non-Participating	\$0	\$0		\$0	100%
Construction: ID 1206-07-83 Participating	\$3,061,574	\$3,061,574	100%	\$0	0%
# Community Sensitive Solution	\$418,436	\$418,436	100%	\$0	
Non-Participating	\$82,750	\$0	0%	\$82,750	lump sum
Construction: ID 1206-07-74 Participating	\$19,430,000	\$19,430,000	100%	\$0	0%
New Lighting	\$207,580	\$103,790	50%	\$103,790	50%
* Community Sensitive Solution	\$70,000	\$70,000	*100%	\$0	*0%
Construction: ID 1206-07-75 Participating	\$46,318,000	\$46,318,000	100%	\$0	0%
New Lighting	\$85,600	\$42,800	50%	\$42,800	50%
** Community Sensitive Solution	\$484,000	\$484,000	**100%	\$0	**0%
Construction ID 1206-08-74(Sewer &Water)					
Sanitary Sewer and Water - Compensible	\$456,000	\$456,000	100%	\$0	0%
Sanitary Sewer and Water - NonCompensible	\$2,848,110	\$0	0%	\$2,848,110	100%
Construction ID 1206-08-75(Sewer &Water)					
Sanitary Sewer and Water - Compensible	\$24,000	\$24,000	100%	\$0	0%
Sanitary Sewer and Water - NonCompensible	\$149,920	\$0	0%	\$149,920	100%
Total Cost Distribution	\$111,538,670	\$ 108,311,300	100%	\$ 3,227,370	

Notes:

Construction projects 1206-07-77/83/74 &75 include 7% for engineering and contingences.

Construction projects 1206-08-74 &75 include 1% for construction administration costs.

Federal/State participation is limited to a maximum of \$430,000 with cost in excess of this amount being the responsibility of the Municipality.

* Federal/State participation is limited to a maximum of \$70,000 with cost in excess of this amount being the responsibility of the Municipality.

** Federal/State participation is limited to a maximum of \$484,000 with cost in excess of this amount being the responsibility of the Municipality.

This request is subject to the terms and conditions that follow (pages [3] – [6]) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Fitchburg (please sign in blue ink)		
Name	Title	Date
Name	Title	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title	Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State’s Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.

- (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered during construction on local streets/roads. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades or drainage to the Municipality's streets/roads.
 - (i) Conditioning, if required and maintenance of detour routes for the Municipality's streets/roads.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement on the Municipality's streets/roads.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for federal/state participation.
8. The Municipality shall at its own cost and expense:
- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.

- (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by Community Sensitive Solutions (CSS).
- (c) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of lighting systems and traffic signals within the jurisdiction and as where they have requested.
- (d) Prohibit angle parking.
- (e) Regulate parking along the highway. The Municipality will file a parking declaration with the State if applicable.
- (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
- (g) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
- (h) Maintain all Community Sensitive Solutions and/or enhancement funded items including the black vinyl coating on the chain link roadway fencing.
- (i) Coordinate with the State on changes to highway access within the project limits.
- (j) In cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- (k) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).

9. Basis for local participation:

(a) Design Engineering ID 1206-07-05

All design engineering costs necessitated by street and road improvements are 100% eligible for Federal/State funding.

(b) Real Estate Acquisition ID 1206-07-25

All real estate costs necessitated by street and road improvements are 100% eligible for Federal/State funding

(c) Construction ID 1206-07-77

There are no Municipality costs associated with this construction project.

(d) Construction ID 1206-07-83

Community Sensitive Solutions(CSS): CSS funding is 100% eligible for Federal/State funding to a maximum limit of \$430,000. The Municipality is responsible for 100% of CSS costs in excess of \$430,000. The total estimated CSS cost is \$418,436.

Non-Participating cost: The cost to extend the construction of Military Ridge Path Bridge three additional spans/piers (150 feet) is a lump sum of \$82,750 and the Municipality will be responsible for 100% of the cost.

(e) Construction ID 1206-07-74

Community Sensitive Solutions(CSS): CSS funding is 100% eligible for Federal/State funding to a maximum limit of \$70,000. The Municipality is responsible for 100% of CSS costs in excess of \$70,000.

New Lighting: New lighting installations cost for Municipalities is 50% based on the Department's cost sharing policy for new lighting. The total estimated cost for new lighting along the Verona Road East Frontage Road is 207,580 with the municipality's share being \$103,790.

(f) Construction ID 1206-07-75

Community Sensitive Solutions(CSS): CSS funding is 100% eligible for Federal/State funding to a maximum limit of \$484,000. The Municipality is responsible for 100% of CSS costs in excess of \$484,000.

New Lighting: New lighting installations cost for Municipalities is 50% based on the Department's cost sharing policy for new lighting. The total estimated cost for new lighting along Fitchrona Road is \$85,600 with the municipality's share being \$42,800.

(g) Construction ID 1206-08-74

This construction consists of city of Fitchburg sanitary sewer and water relocations that are within the limits of construction project ID 1206-07-74. Sanitary sewer and water plans are to be provided by the city of Fitchburg. The estimated construction cost is \$3,304,110 with the Municipality share at \$ 2,848,110 (includes 1% for construction administration costs). The Municipality will be responsible for inspection and approval of the proposed work.

(h) Construction ID 1206-08-75

This construction consists of city of Fitchburg sanitary sewer and water relocations that are within the limits of construction project ID 1206-07-75. Sanitary sewer and water plans are to be provided by the city of Fitchburg. The estimated construction cost is \$173,920 with the Municipality share at \$149,920 (includes 1% for construction administration costs). The Municipality will be responsible for inspection and approval of the proposed work.

10. The Municipality in agreement with the following construction improvements to local streets under project ID 1206-07-77 and where USH 18/151 (Verona Road) traffic may divert to when USH 18/151 is under reconstruction. The Municipality also agrees to maintain these improvements:

- Lacy Road and Seminole Highway intersection: Add turn lanes to increase intersection capacity and place asphalt overlay.
- Sentinel Pass and Seminole Highway: Construct turn lanes on Seminole Highway and add permanent traffic signals.
- Whalen Road at CTH D(Fish Hatchery Road): Add turn lanes on CTH D and place asphalt overlay at the intersection. Also construct a 10-foot wide path along the west side of CTH D from Whalen Road north to the south City of Fitchburg driveway.

11. The Municipality in agreement with the construction of a pedestrian/bike overpass bridge and path approaches for the Military Ridge Path over McKee Road under project ID 1206-07-83. The Municipality also agrees to maintain these improvements.

12. As part of construction four storm water detention basins will be constructed to handle storm water runoff from Verona Road and local road that are being improved. The Department agrees to fund the construction of the basins and associated storm sewer. The Municipality agrees to maintain at its own cost storm sewer for local roads and the four storm water detention basins.

[END]

Steve Arnold, Mayor
Introduced By

Public Works
Prepared by

Board of Public Works, Finance
Referred To

May 26, 2015
Date

RESOLUTION R-61-15
APPROVING REVISED AGREEMENT WITH WISCONSIN DEPARTMENT OF
TRANSPORTATION FOR THE CONSTRUCTION OF THE MILITARY RIDGE PATH
OVERPASS, VARIOUS INTERSECTION IMPROVEMENTS AND RECONSTRUCTION
OF VERONA ROAD FROM CTH "PD" NORTH
TO RAYMOND ROAD

WHEREAS, by resolution R-85-13, the Fitchburg Common Council approved an agreement for the construction of the Military Ridge Path Overpass, Various Intersection Improvements, and the Reconstruction of Verona Road from CTH "PD" North to Raymond Road; and

WHEREAS, a portion of the Fitchburg utility relocation work that is required by the project is compensable by WisDOT and will be included in the Verona Road contract documents; and

WHEREAS, new street lighting has been added to the project for the Fitchrona Road extension and the Verona Road Frontage Road (as a continuation of Sprocket Drive); and

WHEREAS, the total construction cost for the Verona Road Reconstruction project has increased, which increases the CSS funds that are available on the project; and

WHEREAS, a revised agreement is needed to reflect these changes in scope, the cost-sharing arrangement, and the non-participating work that will be included in the WisDOT contract documents; and

WHEREAS, the changes that have been incorporated into the updated agreement include the following:

- Adding the sanitary sewer and water main relocation work, with Project ID's 1206-08-74 and 1206-08-75, into the WisDOT contract and identifying the compensable and non-compensable portions of that work,
- Adding new street lighting at a 50% cost share for street lights on Fitchrona Road and the Verona Frontage Road (as a continuation of Sprocket Drive),
- Increasing the Community Sensitive Solutions (CSS) maximum for the Verona Road reconstruction project from \$200,000 to \$484,000, and
- Adding the responsibility for the City to maintain the 4 storm water detention basins that WisDOT will be constructing as part of the project to handle storm water runoff from Verona Road and local roads; and

WHEREAS, the total Municipal funds that are identified in the agreement are \$3,227,370 with a breakdown of the following:

- \$82,750 for the additional spans on the Military Ridge Path Overpass (expended during Stage 1 construction),
- \$103,790 for the new lighting along the Verona Road Frontage Road,
- \$42,800 for new lighting along Fitchrona Road extension, and
- \$2,998,030 for the sanitary sewer and water main work including new utilities on Fitchrona Road and utility relocates that are required by the project.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Common Council of the City of Fitchburg, Dane County, Wisconsin, that it approves the revised agreement with WisDOT which includes the addition of sanitary sewer and water main work, new street lighting, increased CSS funds, and the City's responsibility to maintain the storm water basins that are being constructed as part of the project.

BE IT FURTHER RESOLVED, that the Fitchburg Common Council authorizes the Mayor and the City Clerk to sign the agreement with Wisconsin Department of Transportation.

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

Approved By: _____
Steve Arnold, Mayor

Attested By: _____
Patti Anderson, City Clerk