

1. Agenda

Documents: [BPW_2015.11.16._AG.PDF](#)

2. Complete Packet

Documents: [BPW_2015.11.16._PK.PDF](#)



City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711-5318
Phone: (608) 270-4200 Fax (608) 270-4275
www.fitchburgwi.gov

**AGENDA
BOARD OF PUBLIC WORKS
November 16, 2015
5:30 P.M.
CITY HALL**

NOTICE IS HEREBY GIVEN that the Board of Public Works will meet at 5:30 P.M. on Monday, November 16, 2015 in the **Council Chambers** at City Hall, 5520 Lacy Road to consider and act on the following:

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

- 1. Call to Order**
- 2. Public Appearances – Non Agenda Items**
- 3. Approval of November 2, 2015 Minutes**
- 4. Review of October 2015 Utility Bills**
- 5. Report of Director of Public Works**
- 6. Resolution R-124-15 – Approving the Release of Dedicated Right of Way on Anton Drive**
- 7. Resolution R-125-15 – Approving First Amendment to License with New Singular Wireless PCS, LLC, for Modifications to Wireless Digital Communications Equipment on Tower E**
- 8. Announcements**
 - a. Next Board of Public Works meeting is Monday, December 7, 2015 at 5:30
- 9. Adjournment**

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



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City of Fitchburg
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**DRAFT
MINUTES
BOARD OF PUBLIC WORKS
November 2, 2015
5:30 P.M.
CITY HALL**

NOTICE IS HEREBY GIVEN that the Board of Public Works will meet at 5:30 P.M. on Monday, November 2, 2015 in the **Council Chambers** at City Hall, 5520 Lacy Road to consider and act on the following:

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

Board of Public Works Members Present: Steve Arnold, Mike Gernetzke, Dorothy Krause, David Herbst, Absent- Ryan Fralish

Others Present: Cory Horton – Director of Public Works, Debbie Hatfield – 119 S. Main Street, Cottage Grove

1. **Call to Order-** The meeting of the Board of Public Works was called to order by Mayor Arnold at 5:30 p.m.
2. **Public Appearances – Non Agenda Items-** None
3. **Approval of October 19, 2015 Minutes** – (video time 00:00:26)
 - a. Motion to approve made by Krause
 - b. Seconded by Gernetzke
 - c. Motion carried, minutes unanimously approved
4. **Report of Director of Public Works** (video time 00:00:55)
 - a. Horton provided project/construction updates, schedules of current projects, upcoming bids and staff updates. Board asked questions, discussed
5. **Discussion of Snow Plow Routes and Snow and Ice Policy** (Video time 00:20:48)
 - a. Horton provided a background on the policy and routes. Board asked questions, discussed

Board decided unanimously to discuss item #8 at this time (Video time 00:54:09)

6. **Resolution R-110-15** – Final Resolution Exercising Police Powers and Levying Special Assessments for 2015 Curb and Gutter Replacement in the City of Fitchburg, Wisconsin (Video time 00:57:12)
 - a. Motion to approve made by Gernetzke
 - b. Seconded by Herbst
 - c. Horton provided details, board asked questions, discussed
 - d. Motion unanimously approved

7. Resolution R-121-15 – Approving Grant of Highway Easement to Wisconsin Department of Transportation (WisDOT) over the Military Ridge Path corridor at County PD/McKee Road (Video time 00:59:24)

- a. Motion to approve made by Gernetzke
- b. Seconded by Herbst
- c. Horton provided details, board asked questions, discussed
- d. Motion unanimously approved

8. Resolution R-123-15 – Quarry Vista Outlot 1 Acceptance (Video time 00:54:09)

- a. Motion to approve made by Gernetzke
- b. Seconded by Herbst
- c. Horton provided details, board asked questions, discussed
- d. Hatfield registered to speak, board asked questions, discussed
- e. Motion unanimously approved

9. Announcements

- a. Next Board of Public Works Meeting – November 16, 2015 at 5:30 p.m.
- b. Ryan Fralish has officially resigned from the board, a replacement is being considered
- c. Arnold announced Smart Code information scheduled for the evening of 11/30 and a workshop for training during the day on 12/1, members encouraged to attend

10. Adjournment- Adjournment at 6:23 p.m.

- a. Motion to adjourn made by Gernetzke
- b. Seconded by Herbst
- c. Motion carried

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Report Criteria:

Report type: GL detail

Invoice Detail.GL account = "60010700"- "6015933300"

GL Period	Check Number	Payee	Description	GL Account	Check Amount
10/01/2015					
10/15	112078	CGC INC	FITCHRONA ROAD - SOIL TESTING	60010729	461.50
10/15	112088	FIELD & STREAM RESTO	VEGETATION MANAGEMENT - RED ARROW POND	6015923303	702.90
10/15	112088	FIELD & STREAM RESTO	VEGETATION MANAGEMENT - BOSSHARD POND	6015923303	519.40
10/15	112088	FIELD & STREAM RESTO	VEGETATION MANAGEMENT - PINNACLE POND	6015923303	847.00
10/15	112088	FIELD & STREAM RESTO	VEGETATION MANAGEMENT - VALLEY VIEW PON	6015923303	360.90
10/15	112102	SCHUCHARDT, RYLEE	MILEAGE 52 X .575	6005930100	29.90
10/15	112102	SCHUCHARDT, RYLEE	LUNCH - NOT PROVIDED	6005930100	13.00
10/15	112108	STRAND ASSOCIATES	VERONA RD - UTILITY RELOCATIONS DESIGN	60010727	4,879.92
10/15	112108	STRAND ASSOCIATES	STORM WATER MASTER PLAN	6015923301	2,407.29
10/15	112109	TDS	UTILITY - WATER	6005921100	72.54
10/15	112109	TDS	UTILITY - SEWER	6005851200	46.90
10/15	112110	TOWN & COUNTRY ENGI	WELL 10 MICROBE INVESTIGATION & TREATMENT	6005923100	6,778.75
10/15	112111	USPS	PI2295 PERMIT RENEWAL FEE	6005930100	37.50
10/15	112111	USPS	PI2295 PERMIT RENEWAL FEE	6005856200	37.50
10/15	112111	USPS	PI2295 PERMIT RENEWAL FEE	6015930300	37.50
Total 10/01/2015:					17,232.50
10/07/2015					
10/15	112116	CDW GOVERNMENT INC	STORM UD	6015930301	1.00
10/15	112116	CDW GOVERNMENT INC	UTILITY WATER	6005921101	2.00
10/15	112116	CDW GOVERNMENT INC	UTILITY SEWER	6005851201	1.00
10/15	112136	PUBLIC SVC COMMISSIO	REMAINDER ASSESSMENT	6005408100	1,965.74
10/15	112138	SECURITY BENEFIT	MONTHLY ADMIN FEES - SEPT 15	6005930100	4.00
10/15	112144	WI DNR	OPERATOR CERT RENEW - SANDFORD	6005930100	45.00
10/15	112144	WI DNR	OPERATOR CERT RENEW - MANION	6005930100	45.00
10/15	112144	WI DNR	OPERATOR CERT RENEW - TRACY	6005930100	45.00
10/15	112144	WI DNR	OPERATOR CERT RENEW - WIPPERFURTH	6005930100	45.00

GL Period	Check Number	Payee	Description	GL Account	Check Amount
Total 10/07/2015:					2,153.74
10/13/2015					
10/15	112149	MUNICIPAL PROPERTY I	PROPERTY INSURANCE RENEWAL 10/1/15-10/1/16	6005924100	6,036.52
Total 10/13/2015:					6,036.52
10/14/2015					
10/15	112157	ECCS INC	MONITORING SERVICES - 4TH QTR	6005923100	65.00
10/15	112159	FITCHBURG UTILITIES	STORMWATER BILL	6015930300	216.24
10/15	112169	MADISON GAS & ELECT	SEPTEMBER BILLS	6005623100	22,862.71
10/15	112172	MENARDS CASHWAY LU	BATTERY	6005932100	47.00
10/15	112172	MENARDS CASHWAY LU	BATTERY	6005828200	47.00
10/15	112183	VERIZON WIRELESS	AMI	60010722	9.11
10/15	112183	VERIZON WIRELESS	WATER	6005921100	51.46
10/15	112183	VERIZON WIRELESS	MODEM SERVICE THRU 9/23/15	6005921100	55.98
10/15	112183	VERIZON WIRELESS	MODEM SERVICE THRU 9/23/15	6005851200	55.98
10/15	112186	WISCONSIN INDEPENDEN	STORM UD	6015930301	4.83
10/15	112186	WISCONSIN INDEPENDEN	UTILITY WATER	6005921101	9.66
10/15	112186	WISCONSIN INDEPENDEN	UTILITY SEWER	6005851201	4.83
Total 10/14/2015:					23,429.80
10/15/2015					
10/15	112189	CTW CORPORATION	WELL 10 - TREAT WELL	6005614100	46,355.00
10/15	112189	CTW CORPORATION	WELL 10 REPLACE CORRODED COMPONENTS	60010733	73,912.84
Total 10/15/2015:					120,267.84
10/21/2015					
10/15	112197	BRICKLINE INC	FITCHRONA ROAD WATER MAIN - PVMNT MRKG	60010729	1,097.50
10/15	112199	CGC INC	FITCHRONA RD WTR MN-CONCRETE & DENSITY T	60010729	552.85
10/15	112204	FOUNDATION BUSINESS	PERMITRACK JULY 1-SEPT 30 2015	6015930301	798.00

GL Period	Check Number	Payee	Description	GL Account	Check Amount
10/15	112206	HD SUPPLY WATERWOR	AMI 48 IPERLS	60010722	5,040.00
10/15	112206	HD SUPPLY WATERWOR	AMI - 16 IPERLS	60010722	1,680.00
10/15	112209	M3 INSURANCE SOLUTI	ADD UTILITY VAN #1973	6005925100	162.00
10/15	112209	M3 INSURANCE SOLUTI	AUTO COMP/COLLISION (PREVIOUSLY LGPIF) 10/1	6005925100	188.27
10/15	112209	M3 INSURANCE SOLUTI	AUTO COMP/COLLISION (PREVIOUSLY LGPIF) 10/1	6005853200	172.02
10/15	112209	M3 INSURANCE SOLUTI	AUTO COMP/COLLISION (PREVIOUSLY LGPIF) 10/1	6015924300	92.94
10/15	112213	MV PROPRETIES LLC	2015 TOILET REBATE FOR 5 RENTAL PROPERTIE	6005856200	442.22
10/15	112219	STRAND ASSOCIATES	VERONA RD - UTILITY RELOCATION DESIGN	60010727	2,055.13
10/15	112219	STRAND ASSOCIATES	VERONA RD - UTILITY RELOCATION DESIGN	60010727	4,884.16
Total 10/21/2015:					17,165.09
10/28/2015					
10/15	112245	SECURITY BENEFIT	MONTHLY ADMIN FEES - OCT 15	6005930100	4.00
Total 10/28/2015:					4.00
10/29/2015					
10/15	112251	CAPITAL UNDERGROUN	Fitchrona Rd Water Main	60010729	479,740.20
10/15	112251	CAPITAL UNDERGROUN	Fitchrona Rd Water Main installation retainage	60022320	10,674.08-
10/15	112251	CAPITAL UNDERGROUN	Fitchrona Rd Water Main Add'l quantities@ unit price	60010729	19,477.45
Total 10/29/2015:					488,543.57
10/30/2015					
10/15	112252	STRAND ASSOCIATES	QUARRY VISTA STORMWATER REVIEW	6015923301	88.99
10/15	112252	STRAND ASSOCIATES	FITCHRONA RD WATER MAIN INSP	60010729	760.28
10/15	112252	STRAND ASSOCIATES	FITCHRONA RD WATER MAIN INSP	60010729	480.40
Total 10/30/2015:					1,329.67
Grand Totals:					676,162.73

GL Period	Check Number	Payee	Description	GL Account	Check Amount
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Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
600-10722	6,729.11	.00	6,729.11
600-10727	11,819.21	.00	11,819.21
600-10729	502,570.18	.00	502,570.18
600-10733	73,912.84	.00	73,912.84
600-21100	10,674.08	680,759.82-	670,085.74-
600-22320	.00	10,674.08-	10,674.08-
600-5408-100	1,965.74	.00	1,965.74
600-5614-100	46,355.00	.00	46,355.00
600-5623-100	22,862.71	.00	22,862.71
600-5828-200	47.00	.00	47.00
600-5851-200	102.88	.00	102.88
600-5851-201	5.83	.00	5.83
600-5853-200	172.02	.00	172.02
600-5856-200	479.72	.00	479.72
600-5921-100	179.98	.00	179.98
600-5921-101	11.66	.00	11.66
600-5923-100	6,843.75	.00	6,843.75
600-5924-100	6,036.52	.00	6,036.52
600-5925-100	350.27	.00	350.27
600-5930-100	268.40	.00	268.40
600-5932-100	47.00	.00	47.00
601-21100	.00	6,076.99-	6,076.99-
601-5923-301	2,496.28	.00	2,496.28
601-5923-303	2,430.20	.00	2,430.20
601-5924-300	92.94	.00	92.94
601-5930-300	253.74	.00	253.74
601-5930-301	803.83	.00	803.83

GL Account	Debit	Credit	Proof
Grand Totals:	697,510.89	697,510.89-	.00

Report Criteria:

Report type: GL detail

Invoice Detail.GL account = "60010700"-"6015933300"

City of Fitchburg

Committee or Commission Referral

Direct Referral Initiated by:
 Direct Referral Approved by:

Date Referred: **Nov. 10, 2015** Ordinance Number:
 Date to Report Back: **Nov. 24, 2015** Resolution Number: **R-124-15**

Sponsored by: Mayor Drafted by: Public Works

TITLE: APPROVING THE FUTURE VACATION OF EXCESS RIGHT-OF-WAY ON ANTON DRIVE

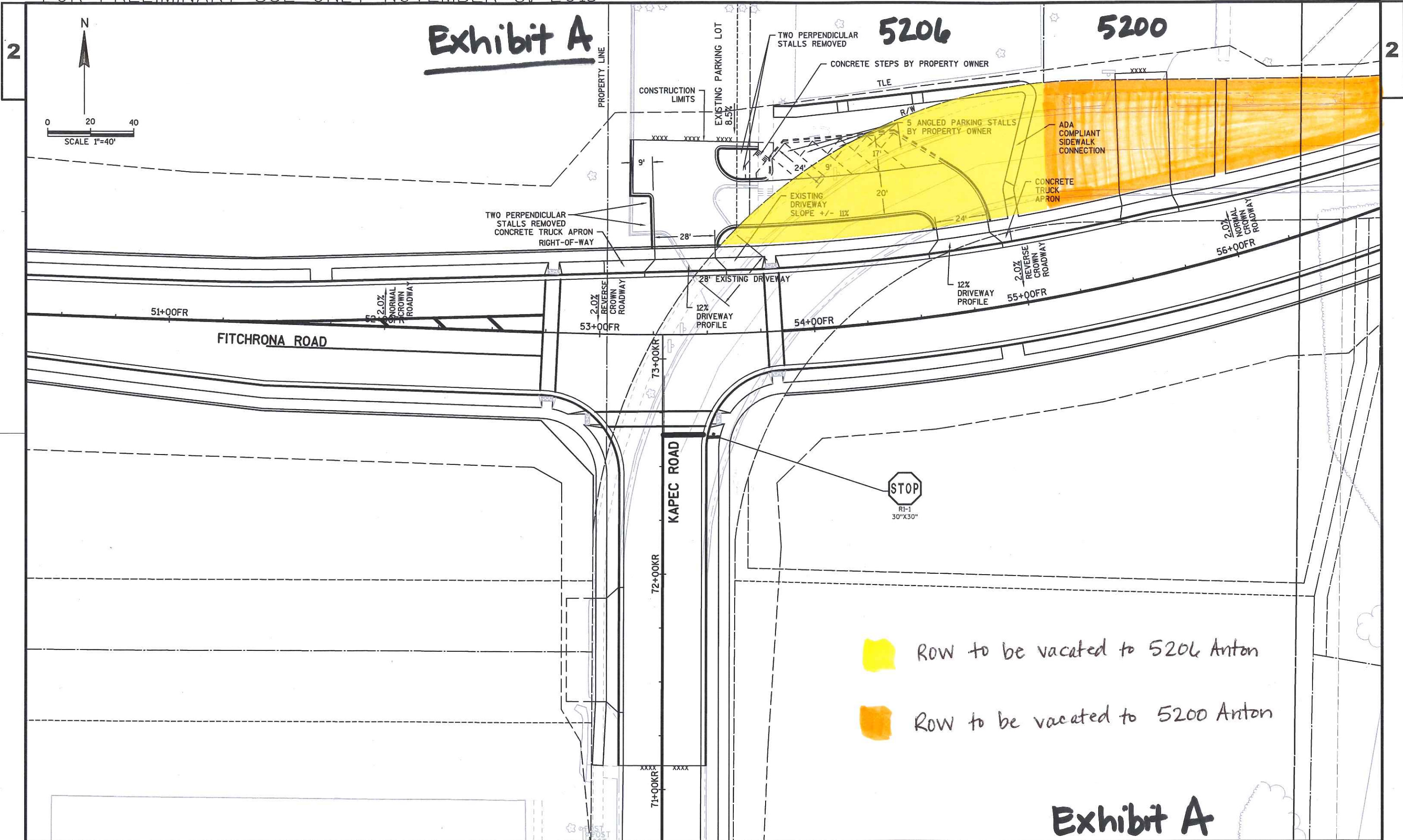
Background: The WisDOT – Stage 2 project includes the construction of Fitchrona Road, north of McKee Road to King James Way. With that extension, Anton Drive will be shifted south to line up with the Fitchrona Road alignment. City staff has reviewed the plans and is agreeable to the alignment changes on Anton Drive. However, these modifications cause an impact to the existing driveway and parking lot for 5206 Anton Drive, the Here We Grow Day Care Center. WisDOT is proposing the construction of a new driveway and parking within the excess right-of-way on Anton Drive that is generated with the southern shift of the road. The property owner has asked the City to provide some certainty that it will vacate the excess right-of-way to allow for these improvements to mitigate the impacts caused by the WisDOT project. WisDOT will construct both driveways, and is not subject to local ordinances. City staff has reviewed the driveway reconstruction plans and does not dispute the provision of a second-driveway to facilitate access to the site. The new east driveway will be ingress-only and low-volume, primarily being used by buses, trucks, and access to the parking stalls. The ISR increases from ~36% to 41% with the driveway reconstruction, so there is no issue with stormwater.

Staff recommends approval of Resolution R-124-15 to mitigate an impact to a local business owner who is affected by the Verona Road – Stage 2 construction project. The new Fitchrona Road street will be reconstructed by WisDOT, including the underground utilities to keep them within the new road right-of-way.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	Nov. 16, 2015	
2	Plan Commission	Hovel	Nov. 17, 2015	
3				
4				

Amendments:

Exhibit A



- Row to be vacated to 5206 Anton
- Row to be vacated to 5200 Anton

Exhibit A

Steve Arnold, Mayor
Introduced by

Public Works
Prepared by

Board of Public Works, Plan Commission
Referred to

November 10, 2015
Date

RESOLUTION R-124-15

Approving the Future Vacation of Excess Right-of-Way on Anton Drive

WHEREAS, the Verona Road – Stage 2 Reconstruction project includes the extension of Fitchrona Road north from McKee Road to the intersection of Anton Drive and King James Way, and

WHEREAS, the existing alignment of Anton Drive will be modified as part of the reconstruction to provide a continuous alignment with the Fitchrona Road extension, and

WHEREAS, WisDOT is acquiring additional right-of-way for the Fitchrona Road extension, and

WHEREAS, the new alignment generates excess road right-of-way to the north of the reconstructed roadway adjacent to the properties of 5200 and 5206 Anton Drive, and

WHEREAS, the excess right-of-way can be used to resolve an impact to the local business owner at 5206 Anton Drive by mitigating the loss of parking stalls caused by the reconstruction and adds a second ingress-only driveway, to be constructed by WisDOT, to improve circulation of buses and large trucks, and

WHEREAS, the property owner of 5206 Anton Drive has been involved in meetings between the City and WisDOT and has agreed to the new parking lot configuration and has asked for certainty from the City that it will vacate the excess right-of-way to allow for the parking and will allow a second ingress-only driveway to the property.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Fitchburg Common Council that, upon the completion and acceptance of the public improvements for Fitchrona Road, extended north of McKee Road to King James Way, the City will commence proceedings to vacate the excess Anton Drive right-of-way the properties of 5200 and 5206 Anton Drive as depicted on Exhibit A.

BE IT FURTHER RESOLVED, that it does not dispute the WisDOT construction of a second ingress-only driveway for the property at 5206 Anton Drive.

Adopted this _____ day of _____, 2015.

Stephen L. Arnold, Mayor

Approved:

Patti Anderson, City Clerk

City of Fitchburg

Committee of Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

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

Ordinance Number:
Resolution Number: R-125-15

Sponsored by: Mayor

Drafted by: Public Works

TITLE: Approving First Amendment to License with New Singular Wireless PCS, LLC, for Modifications to Wireless Digital Communications Equipment on Tower E

Background: The City currently has a license agreement with Denali Spectrum Operations, LLC, also known as Cricket Communications, for digital communication equipment on Tower E. Denali Spectrum Operations has been acquired by New Cingular Wireless PCS, LLC, also known as AT&T. New Cingular Wireless desires to install additional equipment on Tower E. Due to structural constraints, a pod will need to be installed in order to support this additional equipment. This lease agreement gives New Singular Wireless the approval to install this equipment. The amendment will extend the agreement one five year term, until 2029, and increase the rent from \$25,000 to \$35,000 per year starting in January of 2016, at the same 4% annual increase.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	11/16/15	
2	Finance	Dodge	11/24/15	
3				
4				

Amendments:

FIRST AMENDMENT TO LICENSE

This First Amendment to License (“**First Amendment**”) is made as of _____, 2015, by and between the City of Fitchburg, a municipal corporation (the “**City**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company (“**Licensee**”).

WITNESSETH:

WHEREAS, the City and Licensee’s predecessor in interest, Denali Spectrum Operations, LLC are parties to that certain license, dated January 13th, 2009, as recorded with the Dane County Register of Deeds on February 12th, 2009, as Document No. 4505018 (the “**License**”) whereby the City leased to Licensee certain Premises, therein described, that are a portion of the Property located at 2827 Commerce Park Drive, Fitchburg, WI 53711; and

WHEREAS, Cricket Communications, Inc. has been purchased by New Cingular Wireless PCS, LLC; and

WHEREAS, New Cingular Wireless PCS, LLC has acquired all of the assets of Cricket Communications, Inc., which Denali Spectrum Operations, LLC is an entity of; and

WHEREAS, as a result of this purchase, Cricket Communications, Inc. has assigned the License with the City to New Cingular Wireless PCS, LLC; and

WHEREAS, the Licensee currently has three (3) antennas on the Tower and occupies approximately 160 square feet of ground space beneath the Tower for its Cabinet; and

WHEREAS, City and Licensee desire to amend the License to allow Licensee to modify Licensee’s existing Equipment on the Tower; and

WHEREAS, these modifications include removing three (3) antennas on the handrail, adding one pod on the Tower, adding six (6) antennas, nine (9) RRUs, and three (3) DCG demarcation boxes on the pod, and adding one (1) generator with matching PVC fence on concrete slab on the Property; and

WHEREAS, the **City** and Licensee desire to amend the License to add an additional extension term of five (5) years.

NOW, THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and the Licensee hereto agree as follows:

Recording Area

Return to:

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

Parcel Number: 225/0609-074-8090-2

1. City and Licensee agree and acknowledge that Paragraph 3 of the License shall be amended. Furthermore, Licensee desires to extend the renewal term, which currently expires in January 2024, for one (1) additional five year term.
2. Licensee shall modify its equipment in accordance with the plans approved by the City and as set forth in Exhibit C-1, which exhibit is attached hereto and incorporated herein by reference. Licensee's equipment information set forth in the License shall hereby be deleted in its entirety as of the date of this First Amendment is fully executed and shall be replaced with Exhibit C-1 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit C-1 and Licensee's equipment information set forth in the License, the Exhibit C-1 shall control. The Licensee shall coordinate such work with the City of Fitchburg Utility District No. 1.
3. In accordance with Paragraph 12 of the License, the Licensee shall provide to the City an interference study indicating whether the License's intended use will interfere with any existing as well as identified future City communication facilities on the Tower and an engineering study indicating whether the Tower is able to structurally support Licensee's equipment as well as the existing equipment and any future equipment identified by the City without prejudice to the City's primary use of the Tower.
4. In accordance with Paragraph 13 of the License, Licensee shall be responsible for ensuring that the Equipment does not cause radio frequency ("RF") emissions that are in excess of the safe limits established by the FCC (the "RF Standards"). Before installing the Equipment, the Licensee shall survey the existing RF environment at the Property and provide this information to the City. By installing the Equipment, the Licensee shall be deemed to have represented to the City that the Equipment shall not in itself violate, or, in conjunction with other RF sources located on the Property during the initial term or any renewal terms cause to be violated, the RF Standards.
5. The Licensee shall remove all existing equipment from the site that will not be in use after the Equipment modifications are installed. The Licensee shall repair any damage it causes to the Property and Tower to a condition equivalent to that which existed prior to January 13, 2009.
6. Within thirty (30) days following completion of the Equipment modifications, the Licensee shall, at its own expense, provide the City with "As Built" construction drawings in PDF format showing the actual location of the Licensee's Equipment on the Tower. Said construction drawings shall be accompanied by a complete and detailed inventory of all Equipment installed on the Land and Tower.
7. Licensee shall pay all attorney fees, City staff time, and any outside consulting fees associated with the design, installation, and video survey of the Equipment modifications under this amendment within thirty (30) days of the invoice date. Licensee will pay to the City a one-time payment of Fifteen Thousand and 00/100 Dollars (\$15,000.00) to be held by the City in escrow and to be drawn upon and used to pay the actual costs incurred by the City in connection with any and all efforts in the request for installation and maintenance of its equipment located on the Tower.

City and Licensee understand and agree that the funds held in escrow by the City shall be subject to the following terms and conditions:

- a. The City's actual costs shall include, without limitation, costs, whether incurred before or after the date of full execution of this First Amendment, attorney's fees, City staff time and any outside consulting fees.
 - b. No interest shall be paid on any such escrow.
 - c. The City shall maintain an accurate record of actual costs as defined above and provide to Licensee in the form of a paid invoice.
 - d. If the City at any time determines that the escrow account established by this First Amendment is or is likely to become insufficient to pay said actual costs, the City shall inform Licensee that an additional deposit in an amount deemed by the City to be sufficient to cover additional costs.
 - e. As soon as reasonably feasible following completion of the proposed equipment replacement by this First Amendment, the City shall cause a final accounting to be made of the escrow deposits made pursuant to this First Amendment and the actual cost of the aforesaid City efforts and shall make a final charge of such costs against such escrow deposits. A copy shall be provided to Licensee. If the amount in the escrow is insufficient to pay the total actual costs, a written demand for payment of the balance due shall be mailed to Licensee. Licensee agrees to pay such costs within 30 days of written demand. If an unused balance remains in the escrow account after paying the total actual costs, then such balance shall be returned to Licensee.
8. In exchange for the City agreeing to the proposed equipment replacement identified by this First Amendment, and to the City agreeing to extend the renewal term for one (1) additional five-year term, Licensee hereby agrees to increase the License Fee to a total of Thirty Five Thousand and 00/100 Dollars (\$35,000), effective on January 13, 2016. The License Fee shall hereby increase annually by the escalator rate set forth in the Paragraph 11 of the License. Subsequent License Fee payments shall be due on or before January 13th of each subsequent year.
9. All Equipment modifications performed on the Tower, under this First Amendment, shall be completed by a contractor approved by the City.
10. The Licensee's contractors and subcontractors shall carry commercial general liability insurance including contractual liability at no less the limits set forth in Paragraph 19 of the License. The policies shall name the City and the City's consultants as additional insured. As evidence of this coverage, the Licensee shall furnish to the City certificates of insurance for each contractor and subcontractor prior to performing work on the Site.
11. Licensee may add additional antennas, RRUs, and DCGs ("**Additional Equipment**") to the pod without future amendments to this First Amendment under the following conditions:
- a. The Additional Equipment shall be completed in accordance with plans approved by the City.
 - b. Licensee obtains all local, state and federal permits and submits copies to the City for the Additional Equipment prior to installation of Additional Equipment.
 - c. Per Paragraph 13 of the License, Licensee ensures that the Additional Equipment will/does not cause radio frequency ("RF") emissions that are in excess of the safe limits established by the FCC (the "RF Standards"). Before installing the Additional Equipment, the Licensee shall survey the existing RF environment at the Property and provide this information to the City. By installing the Additional Equipment, the Licensee shall be deemed to have represented to the City that the Additional Equipment shall not in itself violate, or, in

- conjunction with other RF sources located on the Property during the initial term or any renewal terms cause to be violated, the RF Standards.
- d. Licensee submits an interference study to the City prior to installation of Additional Equipment in accordance with Paragraph 12 of the License indicating that the Licensee's intended use will not interfere with any existing as well as identified future City communication facilities on the Tower and an engineering study indicating the Tower is able to structurally support the Licensee's existing and additional equipment as well as all other existing equipment and any future equipment identified by the City without prejudice to the City's primary use of the Tower.
 - e. Additional Equipment will not interfere with any license agreements the City has for this Property.
 - f. Additional Equipment is installed by a contractor approved by the City.
 - g. Insurance certificates are provided prior to installation of Additional Equipment in accordance with Paragraph 19 of the License and Paragraph 10 of this First Amendment.
 - h. Licensee pays all attorney fees, City staff time, and any outside consulting fees associated with the design, installation, and video survey of the Additional Equipment under this section of the First Amendment within 30 days of the invoice date.
 - i. Within 30 day of installation of Additional Equipment, Licensee, at its own expense, provides the City with a record drawing survey in PDF format showing the actual location of the Licensee's Additional Equipment on the Tower. Said survey shall be accompanied by a complete and detailed inventory of all Equipment installed on the Land and Tower to date.
12. All capitalized terms used but not defined herein shall have the meaning set forth in the License.
 13. In the event of any inconsistencies between the License and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the License otherwise is unmodified and remains in full force and effect. Each reference in the License to itself shall be deemed also to refer to this First Amendment.
 14. The individual or individuals that execute the First Amendment represent and warrant that he/she/they have full authority to do so.
 15. All other provision of the License remain unchanged and in full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have entered into this First Amendment to License as of the date first set forth above.

“CITY”:
CITY OF FITCHBURG,
A Wisconsin municipal corporation

By: _____
Stephen L. Arnold, Mayor

By: _____
Patti Anderson, City Clerk

Date: _____

“LICENSEE”:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Title: _____
Date: _____

CITY ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF DANE

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

Printed name of Notary Public, State of Wisconsin

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

STATE OF WISCONSIN

COUNTY OF DANE

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

Printed name of Notary Public, State of Wisconsin

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

Approved:

Patrick Marsh, City Administrator

Date

Approved as to form:

Mark Sewell, City Attorney

EXHIBIT C-1

(Construction drawings consisting of _____ pages dated _____)

DRAFT

Stephen L. Arnold
Introduced by

Public Works
Prepared by

Board of Public Works & Finance Committee
Referred to

November 10, 2015
Date

RESOLUTION R-125-15

Approving First Amendment to License with New Singular Wireless PCS, LLC, for Modifications to Wireless Digital Communications Equipment on Tower E

WHEREAS, The City of Fitchburg Utility District #1 owns a water tower at 2827 Commerce Park Drive (Tower E); and

WHEREAS, Tower E was designed and built to accommodate private vendor communication equipment and facilities; and

WHEREAS, Denali Spectrum Operations, LLC, also known as Cricket Communications, and the City of Fitchburg entered into a license agreement on January 13, 2009, for placement of wireless digital communication equipment on Tower E; and

WHEREAS, Cricket Communications has been acquired by New Singular Wireless PCS, LLC, also known as AT&T; and

WHEREAS, New Singular Wireless has requested to modify the equipment and antennas on this site; and

WHEREAS, a pod will be necessary on this tower to accommodate the structural loads of the proposed equipment and antennas; and

WHEREAS, an amendment to the license agreement is necessary to incorporate these modifications into the license agreement; and

WHEREAS, the amendment to the license will increase the annual payment from \$25,000 per year to \$35,000 per year with the same percent annually increase of 4% and extend the agreement one additional five year term until 2029; and

WHEREAS, New Singular Wireless is agreeable to this amendment.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Fitchburg Common Council approves the First Amendment to License with New Singular Wireless PCS, LLC, to modify wireless communications equipment on Tower E located at 2827 Commerce Park Drive subject to final review by the City Attorney and the City Engineer.

BE IT FURTHER RESOLVED, that it authorizes the Mayor and City Clerk to sign the licenses.

Adopted this ___th day of _____, 2015.

Approved By: _____
Stephen L. Arnold, Mayor

Attested By: _____
Patti Anderson, City Clerk