

1. Agenda

Documents: [BPW\\_2015.12.07.\\_AG.PDF](#)

2. Complete Packet

Documents: [BPW\\_2015.12.07.\\_PK.PDF](#)



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

**AGENDA  
BOARD OF PUBLIC WORKS  
December 7, 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, December 7, 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 16, 2015 Minutes**
4. **Review of November 2015 Utility Bills**
5. **Report of Director of Public Works**
6. **Ordinance 2015-O-33** – An Ordinance to Amend Sec. 27-255 (b) – Temporary Occupancy or Obstruction Permit
7. **Resolution R-132-15** – Authorizing Rejection of 2015 Combination Sewer Cleaner Bids
8. **Resolution R-134-15** - Resolution Authorizing Approval of Design/Engineering Services Contract for Public & Private Infrastructure Improvements for Sub-Zero/Wolf Campus Expansion
9. **Resolution R-139-15** – Approving Agreement for Subdivision Improvements on Lot 2 of CSM 10031 and Lot 2 of CSM 11021
10. **Announcements**
  - a. Next Board of Public Works meeting is Monday, January 4, 2016 at 5:30
11. **Adjournment**

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



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

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*(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

1. **Call to Order-** The meeting of the Board of Public Works was called to order by Mayor Arnold at 5:33 p.m.
2. **Public Appearances – Non Agenda Items-** None
3. **Approval of November 2, 2015 Minutes** – (video time 00:00:30)
  - a. Motion to approve made by Krause
  - b. Seconded by Herbst
  - c. Motion carried, minutes unanimously approved
4. **Review of October 2015 Utility Bills**
  - a. Board asked questions, Horton provided details, discussed
5. **Report of Director of Public Works** (video time 00:02:07)
  - a. Horton provided project/construction updates, schedules of current projects, upcoming bids and staff updates. Board asked questions, discussed
6. **Resolution R-124-15** – Approving the Release of Dedicated Right of Way on Anton Drive (Video time 00:08:04)
  - a. Motion to approve made by Gernetzke
  - b. Seconded by Krause
  - c. Horton provided details, board asked questions, discussed
  - d. Motion unanimously approved

**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  
(Video time 00:19:08)

- a. Motion to approve made by Herbst
- b. Seconded by Gernetzke
- c. Horton provided details, board asked questions, discussed
- d. Arnold motioned, seconded by Krause to amend to have SEH look at design to allow for future additional carriers
- e. Motion unanimously approved as amended

**8. Announcements**

- a. Next Board of Public Works Meeting – December 7, 2015 at 5:30 p.m.
- b. Board requested Anton Drive Right of Way be added to a future agenda for discussion

**9. Adjournment-** Adjournment at 6:05 p.m.

- a. Motion to adjourn made by Herbst
- b. Seconded by Gernetzke
- 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
<b>11/04/2015</b>					
11/15	112283	WI RURAL WATER ASSO	UTILITY MGMT TRAINING - RYLEE	6005930100	100.00
Total 11/04/2015:					100.00
<b>11/05/2015</b>					
11/15	112288	SOUTH CENTRAL CONT	WATER MAIN BREAK (GLACIER VALLEY)	6005673100	7,536.00
Total 11/05/2015:					7,536.00
<b>11/11/2015</b>					
11/15	112304	LARSON, CAROL	2 TOILET REBATES 2658/2660 CHESAPEAK DR	6005856200	200.00
11/15	112305	M3 INSURANCE SOLUTI	WORKERS COMP (1.71%)	6005925100	1,150.25
11/15	112305	M3 INSURANCE SOLUTI	WORKERS COMP (2.59%)	6005853200	1,737.60
11/15	112305	M3 INSURANCE SOLUTI	WORKERS COMP (1.9%)	6015924300	1,279.56
11/15	112305	M3 INSURANCE SOLUTI	LIAB/UTO/CRIME/E&O/UMBRELLA INS (NON-WC) (9	6005925100	3,607.85
11/15	112305	M3 INSURANCE SOLUTI	LIAB/UTO/CRIME/E&O/UMBRELLA INS (NON-WC) (8	6005853200	3,296.45
11/15	112305	M3 INSURANCE SOLUTI	LIAB/UTO/CRIME/E&O/UMBRELLA INS (NON-WC) (4	6015924300	1,781.03
11/15	112306	MADISON GAS & ELECT	OCTOBER BILLS	6005623100	19,516.26
11/15	112307	MADISON METRO SEWE	SARIS EXPLANSION - MMSD FEES	60022320	17,360.62
Total 11/11/2015:					49,929.62
<b>11/18/2015</b>					
11/15	112332	GREEN BAY PIPE & TV C	INSPECT SEWER LINES	6005831200	7,350.53
11/15	112340	MADISON METRO SEWE	3RD QTR SERVICE	6005827200	413,735.28
11/15	112340	MADISON METRO SEWE	ECOSTAR - LABS	60011422	622.10
11/15	112340	MADISON METRO SEWE	ALL JUICE LABS	60011422	654.02
11/15	112340	MADISON METRO SEWE	SEWER PLAN REVIEW FEE (1ST ADD TO REN ON	60022320	1,250.00
11/15	112340	MADISON METRO SEWE	HABITAT - SEWER SITE REVIEW PLAN	60022320	1,250.00

M = Manual Check, V = Void Check

GL Period	Check Number	Payee	Description	GL Account	Check Amount
11/15	112349	SHERWIN WILLIAMS	PAINT SUPPLIES	6005671100	19.00
11/15	112349	SHERWIN WILLIAMS	PAINT SUPPLIES	6005671100	270.89
11/15	112355	VERIZON WIRELESS	VERIZON MODEMS	6005921100	55.19
11/15	112355	VERIZON WIRELESS	VERIZON MODEMS	6005851200	55.18
11/15	112356	WISCONSIN INDEPENDEN	STORM UD	6015930301	4.83
11/15	112356	WISCONSIN INDEPENDEN	UTILITY WATER	6005921101	9.66
11/15	112356	WISCONSIN INDEPENDEN	UTILITY SEWER	6005851201	4.83
Total 11/18/2015:					<u>425,281.51</u>
<b>11/24/2015</b>					
11/15	112360	CITY OF MADISON TREA	MADISON YEARLY RIGHT OF WAY REG. FEE	6005930100	65.00
11/15	112382	NORTHWESTERN STON	3/4" CLEAR STONE GRAVEL FOR WATER MAIN RE	6005673100	711.09
Total 11/24/2015:					<u>776.09</u>
<b>11/25/2015</b>					
11/15	112388	MADISON METRO SEWE	SUB ZERO EXPANSION - MMSD FEES	60022320	72,263.68
Total 11/25/2015:					<u>72,263.68</u>
Grand Totals:					<u><u>555,886.90</u></u>

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
600-11422	1,276.12	.00	1,276.12
600-21100	.00	552,821.48-	552,821.48-
600-22320	92,124.30	.00	92,124.30
600-5623-100	19,516.26	.00	19,516.26
600-5671-100	289.89	.00	289.89

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
600-5673-100	8,247.09	.00	8,247.09
600-5827-200	413,735.28	.00	413,735.28
600-5831-200	7,350.53	.00	7,350.53
600-5851-200	55.18	.00	55.18
600-5851-201	4.83	.00	4.83
600-5853-200	5,034.05	.00	5,034.05
600-5856-200	200.00	.00	200.00
600-5921-100	55.19	.00	55.19
600-5921-101	9.66	.00	9.66
600-5925-100	4,758.10	.00	4,758.10
600-5930-100	165.00	.00	165.00
601-21100	.00	3,065.42-	3,065.42-
601-5924-300	3,060.59	.00	3,060.59
601-5930-301	4.83	.00	4.83
<b>Grand Totals:</b>	<b>555,886.90</b>	<b>555,886.90-</b>	<b>.00</b>

Report Criteria:

Report type: GL detail

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



# City of Fitchburg

## Committee or Commission Referral

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Direct Referral Initiated by:  
 Direct Referral Approved by:

Date Referred: **November 24, 2015** Ordinance Number: **2015-O-33**  
 Date to Report Back: **December 8, 2015** Resolution Number:

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Sponsored by: Mayor Drafted by: Public Works

**TITLE:** An Ordinance Amending Chapter 27 Streets and Public Ways – Section 27-255 (b) Relative to Street Occupancy Permits

**Background:** The Public Works Department has issued street occupancy permits for uses including placement of dumpsters, moving PODs, and construction activities in the right-of-way. The current ordinance defines a street occupancy permit may not exceed three days in time. The permit and fee schedules are set up to allow up to one month. The current ordinance reads “No occupancy permit shall be granted for a period exceeding three days.” The proposed ordinance amendment allows for a more realistic placement of dumpster for remodeling and PODs for moving to be placed on the street for no longer than 30 days if approved by the Director of Public Works. A new permit application would be required after 30 days. Staff’s recommendation is to approve Ordinance 2015-O-33.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	December 7, 2015	
2				
3				
4				

Amendments:

Mark Sewell  
Introduced by

Public Works  
Prepared by

Board of Public Works  
Referred to

November 30, 2015  
Date

**Ordinance 2015-O-33**

**AN ORDINANCE TO AMEND SEC. 27-255 (b) – TEMPORARY OCCUPANCY OR OBSTRUCTION PERMIT**

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

Sections 27-255 (b) is hereby amended as follows:

Sec. 27-255 (b). – Temporary occupancy or obstruction permit. No occupancy permit shall be granted for a period exceeding three days, *unless written justification is provided to the satisfaction of the Director of Public Works as to why additional permit duration is warranted. The Director of Public Works may authorize occupancy permit durations up to 30 days.*

Adopted this 8th day of December, 2015.

Approved By: \_\_\_\_\_  
Stephen L. Arnold, Mayor

Attested By: \_\_\_\_\_  
Patti Anderson, City Clerk

# City of Fitchburg

## Committee of Commission Referral

---

Direct Referral Initiated by:  
 Direct Referral Approved by:

Date Referred: **November 24, 2015**                      Ordinance Number:  
 Date to Report Back: **December 8, 2015**                      Resolution Number: **R-132-15**

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Sponsored by: Mayor    Drafted by: Public Works

### TITLE: Authorizing Rejection of the 2015 Combination Sewer Cleaner Bids

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**Background:** The 2015 Public Works budget includes funding for the replacement of a diesel powered Combination Sewer Cleaner (~66,000 lbs) and trading in the existing 2000 Vector Sewer Cleaner.

The Public Works Department followed a number of procedures to ensure that all area contractors completing this type of work were informed of the City's project. The project was advertised by legal notice in the Wisconsin State Journal and posted on [www.demandstar.com](http://www.demandstar.com). Demand Star notifies suppliers statewide who are registered on their system. The City adds local suppliers who perform this type of work in the area.

On September 4, 2015, at 11:00 a.m., the bid opening was held and 6 bids were received for the 2015 Combination Sewer Cleaner bid. The lowest bidder was R.N.O.W., Inc. with a bid of \$263,763.00. This bid is 7% lower than the Engineer's estimate. Attached is the bid tabulation.

The options and equipment included with each of the bids varies dramatically. Some of the bids included equipment that is a required option for Public Works while other bids included options that were not requested or necessary.

**Due to the variability in the bids received, Public Works is recommending to rebid the project to allow for a fair evaluation of all bids. The bid documents will be modified to more clearly obtain prices for all required and optional equipment.**

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	December 7, 2015	(recommend reject bids)
2	Finance	Dodge	December 8, 2015	(recommend reject bids)
3				

Amendments:

Bids Received:

Date: September 4, 2015

Time: 11:00 a.m.

**2015 Proposals for Combination Sewer Cleaner  
CITY OF FITCHBURG, WISCONSIN**

Combination Sewer Cleaner		R.N.O.W., Inc. 8636R W. National Ave West Allis, WI 53227	R.N.O.W., Inc. 8636R W. National Ave West Allis, WI 53227	EnviroTech Equipment Co. 19750 W. Edgewood Dr Lannon, WI 53046	Bruce Municipal Equipment, Inc. N60 W15835 Kohler Lane Menomonee Falls, WI 53501	SERWE Implement, LLC N11889 Hwy 175 Brownsville, WI 53006	SERWE Implement, LLC N11889 Hwy 175 Brownsville, WI 53006
Bid Item	Quantity						
New-VAC-CON Jet/Vac Sewer Cleaner with Centrifugal Fan Compressor Blower Per Specs	1			\$322,564.00			
New-Aquatech Combination Sewer Cleaner w/Freightliner Chassis	1	\$313,763.000					
Demo-Aquatech Combination Sewer Cleaner w/Freightliner Chassis	1		\$305,807.00				
New - Vactor 2016 7500 SBA 6x4 (SF637)	1				\$345,470.00		
Demo - VACALL All Jet Vac	1					\$314,471.00	
New - VACALL All Jet Vac	1						\$319,471.00
Trade-In Reduction	1	(\$50,000.00)	(\$50,000.00)	(\$40,000.00)	(\$50,000.00)	(\$39,500.00)	(\$39,500.00)
<b>Base Bid minus Trade-In</b>		<b>\$263,763.00</b>	<b>\$255,807.00</b>	<b>\$280,982.00**</b>	<b>\$295,470.00</b>	<b>\$274,971.00</b>	<b>\$279,471.00**</b>
Options:							
1 Front Mounted Hose Reel		Included	NA	Included	Included	NA	NA
2 Fill Port on Debris Body		\$1,000.00	\$1,000.00	\$1,024.00	\$2,229.00	\$650.00	\$650.00
3 In Cab Footage Counter		\$2,750.00	\$2,750.00	\$1,698.00	NA	\$1,000.00	\$1,000.00

**\*\*Total does not reflect the accurate purchase price minus trade in value.**

Stephen Arnold, Mayor  
Introduced By

Public Works  
Prepared by

Board of Public Works and Finance  
Referred to

November 24, 2015  
Date

**RESOLUTION R-132-15  
AUTHORIZING REJECTION OF  
2015 COMBINATION SEWER CLEANER BID**

WHEREAS, the 2015 budget includes funds for the replacement of a diesel powered Combination Sewer Cleaner (~66,000 lbs) and trading in the existing 2000 Vector Sewer Cleaner; 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 August 29, 2015 and posted on [www.demandstar.com](http://www.demandstar.com); and

WHEREAS, on September 4, 2015 at 11:00 a.m. 6 sealed bids received were publicly opened with the results listed on the attached bid tab; and

WHEREAS, the bids received were not considered comparable due to the various options and equipment;

NOW THEREFORE BE IT HEREBY RESOLVED, by the Fitchburg Common Council that it approves to reject of the 2015 Combination Sewer Cleaner bids; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to direct City Staff to modify bid documents to clearly obtain prices with all requirement equipment and rebid the project.

Adopted by the Common council of the City of Fitchburg this 8<sup>th</sup> day of December, 2015

Approved By: \_\_\_\_\_  
Stephen Arnold, Mayor

Attested By: \_\_\_\_\_  
Patti Anderson, City Clerk

# City of Fitchburg Committee or Commission Referral

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Direct Referral Initiated by:  
Direct Referral Approved by:

Date Referred: **November 24, 2015** Ordinance Number:  
Date to Report Back: **December 8, 2015** Resolution Number: **R-134-15**

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Sponsored by: Mayor

Drafted by: Michael Zimmerman

**TITLE: Resolution Authorizing Approval of Design/Engineering Services Contract for Public & Private Infrastructure Improvements for Sub-Zero/Wolf Campus Expansion**

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**Background:**

The City of Fitchburg is collaborating with Sub-Zero/Wolf on a 400,000 square foot expansion in our community that will create 300+ new jobs. There are road and utility extensions needed to provide the necessary infrastructure to accommodate the expansion to the Sub-Zero/Wolf Fitchburg Campus. The City of Fitchburg has created tax increment district # 9 and is applying for a Transportation Enhancement Assistance grant to help cover the costs. Some of the infrastructure improvements will be public and some will be private but it will be more cost effective, efficient, and to assure appropriate design and engineering of all improvements to be under the oversight of one general contractor. Attached is a copy of the RFP for the Design Services and the Contract Template. The final contract and the name of the firm selected, including dollar amount, will be included in the Committee and Council packets for the December 8<sup>th</sup> meetings.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Cory Horton	December 7, 2015	
2	Finance Committee	Misty Dodge	December 8, 2015	
3				

Amendments:

## Memo of Selection Results for Engineering Services

To: Cory Horton, P.E., Director of Public Works

Subject: Engineering services for the construction of Bud's Drive and Commerce Park Drive

By: Sub-Zero Team

Date: 12-2-2015

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The Sub-Zero Team received three proposals in response to a Class I notice soliciting engineering services for the design of the two public roadways related to the expansion of the Sub-Zero Group manufacturing complex. Proposals were received from OTIE,LLC, D'onofrio Kottke and Associates, Inc. and Vierbicher Associates, Inc.

After ranking the proposals the Sub-Zero Team recommends: D'onofrio Kottke and Associates, Inc.

The proposals were ranked based on the following criteria:

Higher Ranking 3, Mid Ranking 2, Lower ranking 1

	OTIE	D'onofrio Kottke	Vierbicher
1. Ability to meet proposed work schedule	1	2	1
2. Experience with similar projects	1	3	2
3. Qualifications of personnel	2	3	2
4. Completeness of project approach	2	2	3
5. Familiarity with the City and WisDOT	2	2	2
TOTAL Points	8	12	10

Mayor Steve Arnold  
Introduced by

Michael Zimmerman  
Prepared by

Board of Public Works & Finance  
Referred to

November 24, 2015  
Date

## RESOLUTION R-134-15

### Resolution Authorizing Approval of Design/Engineering Services Contract for Public & Private Infrastructure Improvements for Sub-Zero/Wolf Campus Expansion

**WHEREAS**, the City of Fitchburg is collaborating with Sub-Zero/Wolf on a 400,000 square foot expansion in our community that will create 300+ new jobs; and

**WHEREAS**, there are road and utility extensions needed to provide the necessary infrastructure to accommodate the expansion to the Sub-Zero/Wolf Fitchburg Campus; and

**WHEREAS**, to finance the infrastructure costs the City of Fitchburg has created tax increment district # 9 and is applying for a WISDOT Transportation Enhancement Assistance (TEA) grant to help cover the costs; and

**WHEREAS**, some of the infrastructure improvements will be public and some will be private but it will be more cost effective, efficient, and to assure appropriate design and coordination of all improvements to be under the oversight of one general contractor; and

**NOW BE IT HEREBY RESOLVED**, BY THE Fitchburg Common Council that it approves the contract for design and engineering services with Name of Firm in the amount of \$\$\$\$\$ for the Sub-Zero/Wolf infrastructure improvements.

Adopted this 8th day of December, 2015.

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Patti Anderson, City Clerk

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Stephen L. Arnold, Mayor



# City of Fitchburg

## Committee or Commission Referral

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

Date Referred: **December 8, 2015** Ordinance Number:  
 Date to Report Back: **December 8, 2015** Resolution Number: **R-139-15**

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Sponsored by: Mayor Drafted by: Public Works

**TITLE: APPROVING AGREEMENT FOR SUBDIVISION IMPROVEMENTS  
 ON LOT 2 OF CSM 10031 AND LOT 2 OF CSM 11021**

**Background:** The land division ordinance requires the subdivider to enter into a contract with the City for the installation of public improvements in a plat/CSM. The City uses a standard agreement for this contract that has been reviewed by the City Attorney. This agreement is modified for specific circumstances in each plat/CSM. The City Attorney and City Engineer are still working with the subdivider’s attorney on the changes necessary for the CSM. This resolution approves this agreement subject to final review by the City Attorney and City Engineer.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	December 7, 2015	
2				
3				
4				

Amendments:

**AGREEMENT FOR  
SUBDIVISION IMPROVEMENTS  
ON LOT 2 OF CSM 10031 AND LOT 2 OF CSM 11021**

**City of Fitchburg, Dane County  
Wisconsin**

This Agreement, executed in two (2) or more originals, is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between Sub-Zero Group, Inc. and each partnership and partner jointly and severally, hereinafter referred to as "Subdivider", and the City of Fitchburg, a Wisconsin municipal corporation, hereinafter referred to as the "City":

Legal Description: Lot 2 of CSM 10031 and Lot 2 OF CSM 11021, City of Fitchburg, Dane County, Wisconsin.

**WITNESSETH**

WHEREAS, the Subdivider desires to build on Lot 2 of CSM 10031 and Lot 2 OF CSM 11021 hereinafter referred to as "Plat"; and

WHEREAS, Chapter 24 of the General Code of Ordinances of the City of Fitchburg, hereinafter referred to as the "Ordinance", requires, among other things, that Subdivider agree to make and install all necessary public improvements, including, but not limited to, water mains, and that said improvements be constructed by the Subdivider to City standards and dedicated to the City without cost to the City; and

WHEREAS, the Ordinance requires that adequate public sites, open spaces, park and recreation areas with suitable street frontage be improved and dedicated to the City or that certain fees be paid to the City in lieu of such improvements and dedication.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated by reference, the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree:

**Section 1**

**Required Improvements**

**1.01 Street Improvements**

**(1) Standard Improvements, Curb and Gutter, Bituminous Pavement**

- (A) The Subdivider shall install and dedicate, without cost to the City (except as otherwise provided herein), and in accordance with the schedule set forth in Section 2.01 of this Agreement, standard street improvements including concrete curb and gutter, crushed stone base, bituminous binder course and

Recording Area

Return to:

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

Parcel Number:

225/0609-083-8560-2  
225/0609-074-8190-2

bituminous surface course, on all streets in the Plat in accordance with the provisions of Sections 24-8 and 24-9 of the Ordinance and any requirements of any grants for the improvements.

- (B) The improvements required by this Section shall be installed by the Subdivider pursuant to private contract. The Subdivider shall submit the bids for such improvements to the City Engineer. The City Engineer shall have fifteen (15) days to review the bids. If in the opinion of the City Engineer, the bids received by the Subdivider for the installation of such improvements do not meet City standards as defined in the Ordinance, the City shall have the right to request rebidding.
  - (C) All street work required by Section 1.01(1)(B) shall be completed, inspected and approved by the City Engineer prior to acceptance by the City for public use.
  - (D) The first layer of asphalt paving shall be completed by October 31 of the year the improvements are to be accepted. NO paving will be allowed from October 31 to May 1. The final layer of asphalt shall be completed by no later than September 15 of the year after the initial layer of asphalt.
- (2) **Barricades.** The Subdivider shall furnish, install and maintain barricades and signs at all points where new right-of-ways extend to or from, or intersect with existing right-of-ways, at all street ends, and at such other places as the City Engineer may direct. All such barricades and signs shall conform to the Madison Traffic Controls for Street Construction and Maintenance Operations Manual.
  - (3) **Street Lights.** The Subdivider shall furnish, and install at the Subdivider's expense, street lights and poles, to City specifications at the locations specified by the City Engineer. Lights and poles, make and type shall be approved by the City. The Subdivider shall coordinate installation of street lights with Madison Gas & Electric. The Subdivider shall be responsible for all Madison Gas & Electric costs associated with such installation.
  - (4) **Street End Connections.** Subdivider is responsible for constructing all street end connections with existing streets so that street widths and grades carry through existing streets. Street widths may be modified only if approved in writing by the City Engineer.
  - (5) **Signage Reimbursement.** Subdivider shall reimburse City for street and crosswalk signage and markings.

### 1.02 Sidewalks and Driveways

- (1) Subdivider shall install 5-foot wide sidewalks to City specifications for all lots in the Plat.

### 1.03 Pathways

- (1) Subdivider shall install 10 foot wide pathways including drainage crossways at locations in accordance with the Comprehensive Development Plan for land within this plat.

#### **1.04 Sanitary Sewers**

- (1) Subdivider shall submit to the City Engineer, Wisconsin Department of Natural Resources, Capital Area Regional Planning Commission and Madison Metropolitan Sewerage District, if required, for review and approval, plans and specifications for sanitary sewers, complete with laterals and appurtenances thereto in accordance with the Ordinance and Section 40-627 of the City's General Code of Ordinances.
- (2) After all required approvals have been obtained, the Subdivider shall, without cost to the City (except as otherwise provided herein), and in accordance with the Schedule set forth in Section 2.01 of this Agreement, construct and install sanitary sewers throughout the Plat, complete with laterals and appurtenances, constructed in accordance with the approved plans and specifications.
- (3) Subdivider shall pay any Madison Metropolitan Sewerage District charges or assessments against the Plat to Utility District No. 1 of the City of Fitchburg prior to commencing any construction in the Plat.
- (4) Subdivider shall be responsible for extending sanitary sewer to the Plat limits.
- (5) All existing septic systems within the Plat shall be properly abandoned in accordance with the State of Wisconsin standards.
- (6) Easements for sewer mains within the Plat shall be dedicated to the City by the Subdivider. Easements for sewer mains not located in right-of-ways shall have a minimum width of 20 feet.

#### **1.05 Water Improvements**

- (1) **Water Mains, Laterals and Appurtenances**
  - (A) Subdivider shall submit to the City Engineer and, if required, to Wisconsin DNR and Department of Commerce for approval, plans and specifications for water mains, complete with laterals and appurtenances, thereto in accordance with the Ordinance and Section 40-275 and 40-276 of the City's General Code of Ordinances.
  - (B) After all required approvals have been obtained; Subdivider shall, without cost to the City and in accordance with the schedule set forth in Section 2.01 of this Agreement, construct water mains throughout and to serve the Plat, complete with laterals and appurtenances thereto, in accordance with the approved plans and specifications.
  - (C) Water mains shall be 10-inch and be looped or connected to existing mains as required to service Plat.
  - (D) Easements for water mains within the Plat shall be dedicated to the City by the Subdivider. Easements for water mains, not located in rights-of-way, shall have a minimum width of 20 feet and be centered on the water mains.

- (2) **Abandonment of Wells.** All existing private wells within the Plat shall be properly abandoned in accordance with DNR standards. Existing wells may remain in service if well operation permit is obtained from Fitchburg Utility District No. 1.

### **1.06 Storm Sewers and Drainage Facilities**

- (1) **Report Submitted to City Engineer.** The Subdivider shall submit to the City Engineer for review and approval, an Erosion Control and Stormwater Management (ECSWM) report, including plans and specifications, for all proposed stormwater best management practices (BMPs – e.g. detention ponds, bioretention or infiltration facilities, pervious pavement systems, drainageways and/or greenways) in the Plat. The ECSWM report shall indicate, at a minimum, storm sewer locations, inlets, phased construction, appropriate stabilization into and out of stormwater BMPs, outlet design and type, and stormwater computations demonstrating compliance with the ECSWM performance standards listed in Section 30, Article II of the General Code of Ordinances. No building permits will be issued for any lot in the Plat until the necessary ECSWM permit has been issued. The stormwater BMPs shall be constructed and maintained in Lot 2 in accord with plans approved by the City Engineer.
- (1) **Stormwater Improvements.** Subdivider shall be responsible for ensuring proper grading and drainage of stormwater within the Plat, including the reservation and improvement of the necessary stormwater BMPs and related easements to handle stormwater from the watershed that the Plat resides in.

### **1.07 Grading**

- (1) Subdivider shall submit to the City Engineer for review and approval, grading plans and specifications to provide positive drainage of the Plat.
- (2) After approval of the plans and specifications by the City Engineer, Subdivider shall, without cost to the City and in accordance with the schedule set forth in Section 2.01 of this Agreement, grade the Plat in accordance with the approved plans and specifications.

### **1.08 Erosion Control**

- (1) Subdivider shall submit an ECSWM permit application for the proposed erosion control and storm water facilities to be constructed within the Plat to the City Engineer pursuant to Chapter 30 of the City's General Code of Ordinances for review and approval. No work shall commence until such permit is issued.
- (2) After the City Engineer has issued a permit and before any land surface disturbances are made in the Plat, Subdivider shall, without cost to the City, provide all erosion control measures in accordance with the approved plans and specifications.
- (3) Temporary and permanent ECSWM BMPs shall be installed and maintained by Subdivider during construction as directed by the City Engineer.

### **1.09 Electric, Communications and Gas Facilities**

- (1) Prior to commencing construction of any required electric, gas or communication utilities, the Subdivider shall submit the construction schedule therefore to the City Engineer for review and approval and shall furnish proof that such arrangements as may be required under applicable rates and rules filed with the Wisconsin Public Service Commission have been made with the owner or owners of the utility lines or services for placing their respective facilities underground.
- (2) All new electric distribution lines (excluding lines of 14,400 volts or more), all new telephone lines from which lots are individually served, all new communication lines, television cables and service installed within the Plat shall be underground unless a waiver is obtained from the City Plan Commission in accordance with Section 24-10 (e) of the Ordinance.
- (3) Associated equipment and facilities which are appurtenant to underground electric and communications systems, such as but not limited to, substations, pad-mounted transformers, pad-mounted sectionalizing switches and above-grade pedestal-mounted terminal boxes, may be located above ground.
- (4) Where the electric and communications facilities are to be installed underground, the utility easements shall be graded to within six (6) inches of final grade by the Subdivider, prior to the installation of such facilities, and earth fill, piles or mounds of dirt shall not be stored on such easement areas. Utility facilities when installed on utility easements whether overhead or underground shall not disturb any monumentation in the Plat. Subdivider shall record a Plat restriction prohibiting disturbance of finished grade of utility easements by more than six (6) inches without consent of City Engineer and Utilities.
- (5) All underground utilities in street right-of-way shall be installed prior to construction of street improvements. Provision must be made for mechanical compaction of all underground utility ditches or trenches situated within a street right-of-way or within a dedicated outlet.

### **1.10 Street Tree Planting**

- (1) Planting Requirements. The Subdivider shall, prior to installation of any public improvements, prepare a street tree planting plan to be approved by the City Engineer. The tree planting plan shall, at a minimum, provide one (1) street tree for every lot, or for every eighty (80) feet of street frontage (whichever produces the greater number of trees), with the trees being a minimum of two (2) inch caliper.
- (2) Notice to lot purchasers. The Subdivider shall notice the existence of the planting plan to lot purchasers by deed restriction and through other measures the Subdivider may deem appropriate.
- (3) Installation. Upon substantial installation and completion of homes and yards within any phase of the improvements for the Plat, the City Engineer shall cause the installation of the street trees. The final tree location and species, which shall be approved by the City Engineer, shall recognize existing trees, driveways, utility facilities, street lights, signs and other similar features.
- (4) Payment. The Subdivider shall reimburse the City for all costs related to tree planting in accordance with the planting plan.

## Section 2

### Construction Schedule

#### 2.01 Public Improvements

- (1) **Installation Deadline.** Subdivider shall commence and complete installation of required public improvements in the Plat within twenty four (24) months of the recording of this Agreement. Subdivider and City agree that improvements within the Plat will be built in no more than one phase.
- (2) **Land Conveyance.** No lot may be conveyed until an occupancy permit has been issued for the lot.
- (3) **Building and Occupancy Permits.** No building permits may be issued for any lot in the Plat until the public improvements outlined in this agreement have been accepted. No occupancy permit may be issued for any lot within the Plat until an agreement for subdivision agreements has been executed for all public improvements within the proposed CSM and all public improvements within the proposed CSM have been accepted by the City. Proposed CSM includes, but is not limited to, Lot 1 of CSM 09217, Lots 1 and 2 of CSM 10031, and Lot 2 of CSM 11021.

#### 2.02 Commencement of Construction

Subdivider shall not commence construction of the required improvements for the Plat prior to the time that:

- (1) Copies of all contracts for the construction and installation of the required improvements have been filed with the City Engineer.
- (2) A proposed construction schedule for the required improvements has been submitted to, reviewed, and approved by the City Engineer.
- (3) A copy of this Agreement, duly executed by the Subdivider and the City, has been filed in the office of the City Planner/Zoning Administrator and recorded with the Dane County Register of Deeds.
- (4) The required security described in Section 5 has been approved by the Mayor as to sureties and City Attorney as to form and filed with the City Clerk.
- (5) The construction plans have been submitted to, reviewed, and approved by the City Engineer. City plan approval is only valid for 12 months.
- (6) All required approvals have been obtained with copies sent to the City Engineer.
- (7) All required fees imposed under Sec. 24-15 of the Ordinance have been deposited with the City Zoning Department or City Clerk.
- (8) A preconstruction meeting has been held with the City, Subdivider, contractor, consultant and utilities present.

#### 2.03 Construction Submittals and Requirements

Subdivider shall submit to the City the following:

- (1) **Record Drawings.** One set of 24" x 36" Mylar drawings and a digital file of the record drawings shall be submitted to the City within three (3) months of acceptance of the work in accordance with the latest edition of the City of Fitchburg Standard Specifications for Public Works Construction. If record drawings are not submitted within the specified time frame, the City reserves the right to restrict commencement of subsequent project phases and/or assess the Subdivider for actual expenses incurred for creation of such drawings.
- (2) **Plant Value Submissions.** A copy of final construction costs, broken down per item, shall be submitted to the City by December 15 of the year the construction is completed.
- (3) **Construction Survey Benchmarks.** A location map with benchmark descriptions and elevations shall be delivered to the City within three (3) months of acceptance of the work. Elevations shall be in English units (feet) utilizing USGS elevations.
- (4) **Property Iron Markers.** Subdivider shall confirm that all property irons required for the Plat are installed. Subdivider shall replace all missing property irons required within the Plat and remove all property irons that are no longer necessary.

### **Section 3**

#### **Recreation, Parkland and Open Space**

There are no dwelling units within the Plat. Therefore, no parkland dedications, park improvements fees, nor fees in-lieu of parkland street frontage are due for this Plat.

### **Section 4**

#### **Maintenance of Land within Plat**

##### **4.01 Mowing of Lots**

Subdivider shall cause all Subdivider owned lots to be mowed to height of 6 inches or less at least 3 times a year. Mowing shall occur at the following approximate times: mid-to-late May, July, late August to early September. The City Engineer or Fire Chief may require more frequent mowing if the Engineer or Fire Chief determines a health, safety or sanitary hazard exists which requires more frequent mowing.

### **Section 5**

#### **Security for Performance**

##### **5.01 Security to be Furnished Prior to Start of Construction**

At the time of entering into this Agreement, the Subdivider shall file an acceptable irrevocable letter of credit, a bond, or other certified funds with the City in an amount equal to or



exceeding 115% of the approved contract amount for the public water system improvements and any work associated with the public water system improvements. Upon completion of construction of the required improvements, submittal to the City Engineer of proof of payment to contractors and acceptance of the improvements by the Common Council, the City Engineer may release up to 50% of the security furnished hereunder during the one-year guarantee period as provided in Section 5.03. If the amount of security is not known at the time of entering into this agreement, then the amount shall be determined in accord with section 24-2(c) (2) of the Ordinance. Security for the Plat shall be agreed to and posted prior to commencement of any construction in the Plat.

### **5.02 Security to Guarantee Payment and Performance**

The security furnished pursuant to Section 5.01 of this Agreement shall guarantee that construction will be completed in accordance with the schedule established in Section 2.01 of this Agreement, that the work will comply with the approved plans and specifications, and that all obligations of the Subdivider to the City under this Agreement and to the contractors, subcontractors, laborers and materialmen will be fully paid and timely met.

### **5.03 Guarantee of Finished Work**

The security furnished pursuant to Section 5.01 shall be held for a period of one (1) year after the required improvements for the applicable phase have been completed and accepted by the City Common Council, unless partially released in accordance with the Ordinance. The security shall be held to guarantee all required improvements against defects in workmanship and materials. If any defects appear during the period of the guarantee, the Subdivider shall, at its expense, install replacements or perform acceptable repairs. In the event that the Subdivider fails to install the required replacements or perform the repairs, the City may do so and deduct the cost thereof from the security. Unless defects have appeared and have not been repaired, the City will release the security to the Subdivider upon expiration of the one (1) year guarantee period. If any defect is discovered during such one year period, the security furnished plus 15% shall not be released until all required replacements and repairs have been performed and acknowledged by the City Engineer to be in accordance with this Agreement and the Ordinance.

- (1) Guarantee Periods. The guarantee period shall be one (1) year from the date of acceptance for all public improvements.

## **Section 6**

### **Miscellaneous Provisions**

#### **6.01 Qualifications of Contractors**

Only contractors who submit proposals which meet the plans and specifications previously approved by the City Engineer shall be engaged for the installation and construction of the required improvements.

#### **6.02 Acceptance of Improvements**

All public improvements required under Section 1 shall be completed, inspected and approved by the City Engineer, and accepted by the City Council.

#### **6.03 Awarding Of Contracts for Construction**

The Subdivider shall not award any contract for the construction of the required improvements until all bids have been submitted to, reviewed and approved by the City Engineer as meeting the requirements of Section 6.01.

#### **6.04 City Engineering, Inspection, Testing, Consulting and Legal Fees and Expenses**

Subdivider shall pay all engineering, inspection, testing, consulting and legal fees and expenses incurred by the City arising out of or in any way related to the Plat. Payments shall be made within 30 days of the City's billing date.

#### **6.05 Infrastructure Inventory Updates**

Subdivider shall pay for all costs relating to the GIS system and water model for infrastructure data added as a result of this Plat.

#### **6.06 Agreement Not Construed as Waiver of Land Division & Other City Ordinances**

Except as herein specifically provided, nothing set forth in this Agreement shall be construed as intended to be a waiver or release of any obligations imposed upon the Subdivider by the Ordinance or the City's Code of Ordinances.

#### **6.07 Amendments**

The parties may amend this Agreement by express mutual written agreement for any phase of the Plat.

#### **6.08 Breach**

In the event of breach of this Agreement, or any part thereof, by either party or their contractors, sureties or agents, the defaulting party agrees to pay all reasonable engineering, inspection, consulting and legal fees or expenses incurred by the non-defaulting party as a result of such default.

#### **6.09 Agreement Binding on Heirs and Assigns of Parties**

This Agreement shall be binding upon the Subdivider jointly and severally, upon their personal representatives and heirs, and upon the successors and assigns of all parties hereto.

#### **6.10 Assignment Only with Express Written Approval**

This Agreement shall not be assigned by any party without express written approval of the other party which shall not be unreasonably withheld.

#### **6.11 Entire Agreement**

This Agreement, consisting of eight (8) pages and executed in two counterparts, each one of which shall constitute an original for all purposes, contains the entire agreement of the parties and shall not be modified, amended or extended except by express written agreement duly executed by all parties hereto.

#### **6.12 Recording**

A fully executed original of this Agreement shall be recorded by the Subdivider and proof of such recording filed with the City Clerk. Upon acceptance by the Common Council of the City of all the improvements described in this Agreement, and upon all conditions precedent to such acceptance being met, and upon the 1 year guarantee period referred to in Section 5.03 having expired, the City agrees to execute, acknowledge and deliver to the Subdivider, in recordable form, a certificate of termination providing that all of the Subdivider's obligations under this contract have been met and that this Contract is hereby terminated.

**6.13 General Provisions**

- (1) If any part, term, or provision of this Contract is held by the courts to be illegal or other wise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.
- (2) Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under applicable law.
- (3) The Subdivider hereby warrants to being now lawfully seized and possessed of the real estate to be improved pursuant to this Agreement.

**6.14 Project Grant**

The City has applied for a WISDOT Transportation Economic Assistance (TEA) grant to assist with the funding of this project.

- (1) The City will apply all TEA grant funding awarded by WISDOT to the construction of this project.
- (2) The Subdivider will design and construct the project in conformance to all requirements of the grant.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_  
Stephen L. Arnold, Mayor

By: \_\_\_\_\_  
Patti Anderson, City Clerk  
Approved As To Form:

By: \_\_\_\_\_  
Mark Sewell, City Attorney

STATE OF WISCONSIN)ss.  
COUNTY OF DANE)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named Stephen Arnold and Patti Anderson, to me known to be the Mayor and City Clerk of the City of Fitchburg and the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
Printed Name of Notary: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

SUBDIVIDER(S): Sub-Zero Group, Inc.

By: \_\_\_\_\_ 4717 Hammersley Road, Madison, WI 53711  
Scott LaFleur, Chief Operations Officer Address

STATE OF WISCONSIN)ss.  
COUNTY OF DANE

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named \_\_\_\_\_ to me known to be the \_\_\_\_\_ of \_\_\_\_\_ and the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
Printed Name of Notary: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Drafted by: Tracy Foss, Utility Project Engineer, City of Fitchburg

**AGREEMENT FOR  
SUBDIVISION IMPROVEMENTS  
ON LOT 2 OF CSM 10031 AND LOT 2 OF CSM 11021**

**City of Fitchburg, Dane County  
Wisconsin**

This Agreement, executed in two (2) or more originals, is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between Sub-Zero Group, Inc. and each partnership and partner jointly and severally, hereinafter referred to as "Subdivider", and the City of Fitchburg, a Wisconsin municipal corporation, hereinafter referred to as the "City":

Legal Description: Lot 2 of CSM 10031 and Lot 2 OF CSM 11021, City of Fitchburg, Dane County, Wisconsin.

**WITNESSETH**

Recording Area

Return to:  
City Clerk  
City of Fitchburg  
5520 Lacy Road  
Fitchburg, WI 53711

Parcel Number:  
225/0609-083-8560-2  
225/0609-074-8190-2

WHEREAS, the Subdivider desires City approval for a CSM, which includes but is not limited to, Lot 1 of CSM 09217, Lot 1 and 2 of CSM 10031, and Lot 2 of CSM 11021, hereinafter referred to as "Plat", in order that it may be recorded, improvements installed, and lots developed and sold; and

WHEREAS, Chapter 24 of the General Code of Ordinances of the City of Fitchburg, hereinafter referred to as the "Ordinance", requires, among other things, that Subdivider agree to make and install all necessary public improvements, including, but not limited to, sanitary sewers, water mains, storm sewers, lot stakes and standard street improvements and that said improvements be constructed by the Subdivider to City standards and dedicated to the City without cost to the City; and

WHEREAS, the Ordinance requires that as a condition of plat approval adequate public sites, open spaces, park and recreation areas with suitable street frontage be improved and dedicated to the City or that certain fees be paid to the City in lieu of such improvements and dedication.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated by reference, the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree:

**Section 1**

**Required Improvements**

**1.01 Street Improvements**

**(1) Standard Improvements, Curb and Gutter, Bituminous Pavement**

- (A) The Subdivider shall install and dedicate, without cost to the City (except as otherwise provided herein), and in accordance with the schedule set forth in

Section 2.01 of this Agreement, standard street improvements including concrete curb and gutter, crushed stone base, bituminous binder course and bituminous surface course, on all streets in the Plat and on **BUDS DRIVE** (or street with other name) through the Badger State Trail corridor in accordance with the provisions of Sections 24-8 and 24-9 of the Ordinance and any requirements of any grants for the improvements.

- (B) The improvements required by this Section shall be installed by the Subdivider pursuant to private contract. The Subdivider shall submit the bids for such improvements to the City Engineer. The City Engineer shall have fifteen (15) days to review the bids. If in the opinion of the City Engineer, the bids received by the Subdivider for the installation of such improvements do not meet City standards as defined in the Ordinance, the City shall have the right to request rebidding.
  - (C) All street work required by Section 1.01(1) (A) shall be completed, inspected and approved by the City Engineer prior to acceptance by the City for public use.
  - (D) The first layer of asphalt paving shall be completed by October 31 of the year the improvements are to be accepted. NO paving will be allowed from October 31 to May 1. The final layer of asphalt shall be completed by no earlier than August 15 and no later than September 15 of the year after the initial layer of asphalt.
- (2) **Barricades.** The Subdivider shall furnish, install and maintain barricades and signs at all points where new right-of-ways extend to or from, or intersect with existing right-of-ways, at all street ends, and at such other places as the City Engineer may direct. All such barricades and signs shall conform to the Manual on Uniform Traffic Control Devices (MUTCD).
  - (3) **Street Lights.** The Subdivider shall furnish, and install at the Subdivider' s expense, street lights and poles, to City specifications at the locations specified by the City Engineer. Lights and poles, make and type shall be approved by the City. The Subdivider shall coordinate installation of street lights with Madison Gas & Electric. The Subdivider shall be responsible for all Madison Gas & Electric costs associated with such installation.
  - (4) **Street End Connections.** Subdivider is responsible for constructing all street end connections with existing streets so that street widths and grades carry through existing streets. Street widths may be modified only if approved in writing by the City Engineer.
  - (5) **Signage Reimbursement.** Subdivider shall provide and install street and crosswalk signage and markings in accordance with MUTCD.

## 1.02 Sidewalks and Driveways

- (1) Subdivider shall install 5-foot wide sidewalks to City specifications for all lots in the Plat and within the Badger State Trail corridor along **BUDS DRIVE**.

## 1.03 Pathways

- (1) Subdivider shall install 10 foot wide pathways including drainage crossways at locations in accordance with the Comprehensive Development Plan for land within this Plat.

#### **1.04 Sanitary Sewers**

- (1) Subdivider shall submit to the City Engineer, Wisconsin Department of Natural Resources (DNR), Capital Area Regional Planning Commission, and Madison Metropolitan Sewerage District, if required, for review and approval, plans and specifications for sanitary sewers, complete with laterals and appurtenances thereto in accordance with the Ordinance and Section 40-627 of the City's General Code of Ordinances.
- (2) After all required approvals have been obtained, the Subdivider shall, without cost to the City (except as otherwise provided herein), and in accordance with the Schedule set forth in Section 2.01 of this Agreement, construct and install sanitary sewers throughout the Plat, complete with laterals and appurtenances, constructed in accordance with the approved plans and specifications.
- (3) Subdivider shall pay any Madison Metropolitan Sewerage District charges or assessments against the Plat to City of Fitchburg Utility District No. 1 (Fitchburg Utility) prior to commencing any construction in the Plat.
- (4) Subdivider shall pay Seminole Highway Interceptor fees to Fitchburg Utility prior to commencing any construction in the Plat or within 30 days of notice of the final fee calculation amount, whichever comes later.
- (5) Subdivider shall be responsible for extending sanitary sewer to the plat limits as well as to the east property line of the Badger State Trail corridor on **BUDS DRIVE**
- (6) All existing septic systems within the Plat shall be properly abandoned in accordance with the State of Wisconsin standards.
- (7) Easements for sewer mains within the Plat shall be dedicated to the City by the Subdivider. Easements for sewer mains not located in right-of-ways shall have a minimum width of 20 feet.

#### **1.05 Water Improvements**

##### **(1) Water Mains, Laterals and Appurtenances**

- (A) Subdivider shall submit to the City Engineer and the DNR for approval, plans and specifications for water mains, complete with laterals and appurtenances, thereto in accordance with the Ordinance and Section 40-275 and 40-276 of the City's General Code of Ordinances.
- (B) After all required approvals have been obtained; Subdivider shall, without cost to the City and in accordance with the schedule set forth in Section 2.01 of this Agreement, construct water mains throughout and to serve the Plat, complete with laterals and appurtenances thereto, in accordance with the approved plans and specifications.
- (C) Water mains shall be looped or connected to existing mains as required by City Engineer to service the Plat.

- (D) Subdivider shall install 10-inch water main on **BUDS DRIVE** (within the Plat and to the east property line of the Badger State Trail corridor on **BUDS DRIVE**) and 12-inch water main on Commerce Park Drive. Fitchburg Utility shall reimburse Subdivider for incremental material cost difference between the 10" and 12" pipe.
  - (E) Easements for water mains within the Plat shall be dedicated to the City by the Subdivider. Easements for water mains, not located in rights-of-way, shall have a minimum width of 20 feet and be centered on the water mains.
- (2) **Abandonment of Wells.** All existing private wells within the Plat shall be properly abandoned in accordance with DNR standards. Existing wells may remain in service if well operation permits are obtained from Fitchburg Utility District No. 1.

### 1.06 Storm Sewers and Drainage Facilities

- (1) **Plans Submitted to City Engineer.** The Subdivider shall submit to the City Engineer for review and approval, plans and specifications for storm sewers and appurtenances and storm water facilities, including drainageways, greenways, stormwater detention ponds, bioretention devices, etc. in the Plat as required by the Plan Commission under Section 24-9 of the Ordinance. Plans shall indicate, at a minimum, storm sewer locations, inlets, manholes and other storm structures, phased construction, methods to control scouring into and out of stormwater facilities, outlet design and type, and computations of inflow-outflow capacity.
- (2) **Installation.** Subdivider shall install storm sewers and stormwater facilities complete with appurtenances thereto throughout the Plat without cost to the City in accordance with approved plans and specifications and the schedule set forth in Section 2.01 of this Agreement.
- (3) **Stormwater Improvements.** Subdivider shall be responsible for obtaining positive drainage of stormwater within the Plat, including the dedication, grading and vegetation of the necessary drainage easements and/or stormwater facilities to manage stormwater draining into, through and out of the Plat.
- (A) **Impervious Surface Ratios.** Impervious surface ratio restrictions consistent with the stormwater management report for this Plat shall be placed on the Plat and in separately recorded deed restrictions.

### 1.07 Grading

- (1) Subdivider shall submit to the City Engineer for review and approval, grading plans and specifications to provide positive drainage of the Plat in the flow directions as depicted on the Plat.
- (2) After approval of the plans and specifications by the City Engineer, Subdivider shall, without cost to the City and in accordance with the schedule set forth in Section 2.01 of this Agreement, grade the Plat, including all outlots, in accordance with the approved plans and specifications.

### 1.08 Erosion Control



- (1) Subdivider shall submit an application for stormwater and erosion control in the Plat to the City Engineer pursuant to Chapter 30 of the City's General Code of Ordinances for review and issuance of a permit. No work shall commence until such permit is issued.
- (2) After the City Engineer has issued a permit and before any land surface disturbances are made in the Plat, Subdivider shall, without cost to the City, provide all erosion control measures in accordance with the approved plans and specifications.
- (3) Temporary basins, stone weepers, sediment netting, and similar erosion control devices shall be installed by Subdivider during construction as directed by the City Engineer. All temporary devices shall be maintained by the Subdivider.
- (4) Before constructing any temporary device, the Subdivider shall file plans with the City Engineer for approval. No erosion control facility shall be constructed by the Subdivider unless approved by the City Engineer.
- (5) If the method of erosion control fails, the Subdivider shall clean up the materials which have been displaced and repair or replace the method of control which has failed prior to construction of additional improvements to the Plat.
- (6) All areas of the Plat shall be deep tilled and then properly and promptly seeded and mulched upon completion of the necessary grading.

#### **1.09 Electric, Communications and Gas Facilities**

- (1) Prior to commencing construction of any required electric, gas or communication utilities, the Subdivider shall submit the construction schedule to the City Engineer for review and approval and shall furnish proof that such arrangements as may be required under applicable rates and rules filed with the Wisconsin Public Service Commission have been made with the owner or owners of the utility lines or services for placing their respective facilities underground.
- (2) All new electric distribution lines (excluding lines of 14,400 volts or more), all new telephone lines from which lots are individually served, all new communication lines, television cables and service installed within the Plat shall be underground unless a waiver is obtained from the City Plan Commission in accordance with Section 24-10 (e) of the Ordinance.
- (3) Associated equipment and facilities which are appurtenant to underground electric and communications systems, such as but not limited to, substations, pad-mounted transformers, pad-mounted sectionalizing switches and above-grade pedestal-mounted terminal boxes, may be located above ground.
- (4) Where the electric and communications facilities are to be installed underground, the utility easements shall be graded to within six (6) inches of final grade by the Subdivider, prior to the installation of such facilities, and earth fill, piles or mounds of dirt shall not be stored on such easement areas. Utility facilities when installed on utility easements whether overhead or underground shall not disturb any monumentation in the Plat. Subdivider shall record a Plat restriction prohibiting disturbance of finished grade of utility easements by more than six (6) inches without consent of City Engineer and Utilities.

- (5) All underground utilities in street right-of-way shall be installed prior to construction of street improvements. Provision must be made for mechanical compaction of all underground utility ditches or trenches situated within a street right-of-way or within a dedicated outlot.

### **1.10 Street Tree Planting**

- (1) **Planting Requirements.** The Subdivider shall, prior to installation of any public improvements, prepare a street tree planting plan to be approved by the City Engineer. The tree planting plan shall, at a minimum, provide one (1) street tree for every lot, or for every eighty (80) feet of street frontage or amount required by the zoning district (whichever produces the greater number of trees), with the trees being a minimum of two (2) inch caliper.
- (2) **Notice to lot purchasers.** The Subdivider shall notice the existence of the planting plan to lot purchasers by deed restriction and through other measures the Subdivider may deem appropriate.
- (3) **Installation.** Upon substantial installation and completion of homes and yards within any phase of the improvements for the Plat, the City Engineer shall cause the installation of the street trees. The final tree location and species, which shall be approved by the City Engineer, shall recognize existing trees, driveways, utility facilities, street lights, signs and other similar features.
- (4) **Payment.** The Subdivider shall reimburse the City for all costs related to tree planting in accordance with the planting plan.

## **Section 2**

### **Construction Schedule**

#### **2.01 Public Improvements**

- (1) **Installation Deadline.** Subdivider shall commence and complete installation of required public improvements in the Plat within forty eight (48) months of the recording of this Agreement except for street improvements shall be installed within twenty four (24) months. Subdivider and City agree that improvements within the Plat will be built in no more than one phase.
- (2) **Contractor Acknowledgment.** The following notation shall be included in the Agreement section of the Contract Documents: The contractor acknowledges by signing this agreement that NO paving shall occur after October 31. The public improvements for this Plat will not be accepted by the City unless all the improvements are installed and all punchlist items are complete, other than final layer of asphalt and vegetation management. The final layer of asphalt shall be placed by no earlier than August 15 and later than September 15 of the year following the first layer of asphalt.
- (3) **Land Conveyance.** No lot or future buildable outlot may be conveyed until public improvements as outlined in this agreement have been installed and accepted by the City or a letter of credit or surety identified in Section 5 has been posted with the

City Engineer for 115% of the costs of public improvements for the lot being conveyed and until the sanitary sewer within the Plat has been connected to the Seminole Highway Interceptor.

- (4) **Building and Occupancy Permits.** No building permits may be issued for any lots in the Plat, except for Lot 2 of CSM 10031, until the public improvements outlined in this agreement have been accepted and the sanitary sewer within the plat has been connected to the Seminole Highway Interceptor. No occupancy permits may be issued for any lot within the Plat until all public improvements within the Plat have been accepted by the City.

## 2.02 Commencement of Construction

Subdivider shall not commence construction of the required improvements for the Plat prior to the time that:

- (1) Copies of all contracts for the construction and installation of the required improvements have been filed with the City Engineer.
- (2) A proposed construction schedule for the required improvements has been submitted to, reviewed, and approved by the City Engineer.
- (3) A copy of this Agreement, duly executed by the Subdivider and the City, has been filed in the office of the City Planner/Zoning Administrator and recorded with the Dane County Register of Deeds.
- (4) The required security described in Section 5 has been approved by the Mayor as to sureties and City Attorney as to form and filed with the City Clerk.
- (5) The required fees identified in 1.04(3) have been paid to the Fitchburg Utility.
- (6) The construction plans have been submitted to, reviewed, and approved by the City Engineer. City plan approval is valid for 12 months.
- (7) All required approvals have been obtained with copies sent to the City Engineer.
- (8) All required fees imposed under Sec. 24-15 of the Ordinance have been deposited with the City Zoning Department or City Clerk.
- (9) A preconstruction meeting has been held with the City, Subdivider, contractor, consultant and utilities present.

## 2.03 Construction Submittals and Requirements

Subdivider shall submit to the City the following:

- (1) **Record Drawings.** One set of 24" x 36" Mylar drawings and a digital file of the record drawings shall be submitted to the City within three (3) months of acceptance of the work in accordance with the latest edition of the City of Fitchburg Standard Specifications for Public Works Construction. If record drawings are not submitted within the specified time frame, the City reserves the right to restrict commencement of subsequent project phases and/or assess the Subdivider for actual expenses incurred for creation of such drawings.

- (2) **Plant Value Submissions.** A copy of final construction costs, broken down per item, shall be submitted to the City by December 15 of the year the construction is completed.
- (3) **Construction Survey Benchmarks.** A location map with benchmark descriptions and elevations shall be delivered to the City within three (3) months of acceptance of the work. Elevations shall be in English units (feet) utilizing USGS elevations.
- (4) **Property Iron Markers.** Subdivider shall confirm that all property irons required for the Plat are installed. Subdivider shall replace all missing property irons required within the Plat and remove all property irons that are no longer necessary.

### **Section 3**

#### **Recreation, Parkland and Open Space**

There are no dwelling units within the Plat. Therefore, no parkland dedications, park improvements fees, nor fees in-lieu of parkland street frontage are due for this Plat.

### **Section 4**

#### **Maintenance of Land within Plat**

##### **4.01 Mowing of Lots**

Subdivider shall cause all Subdivider owned lots and outlots to be mowed to a height of 6 inches or less at least 3 times a year. Mowing shall occur at the following approximate times: mid-to-late May, July, late August to early September. The City Engineer or Fire Chief may require more frequent mowing if the City Engineer or Fire Chief determines a health, safety or sanitary hazard exists which requires more frequent mowing.

### **Section 5**

#### **Security for Performance**

##### **5.01 Security to be Furnished Prior to Start of Construction**

At the time of entering into this Agreement, the Subdivider shall file an acceptable irrevocable letter of credit, a bond, or other certified funds with the City in an amount equal to or exceeding 115% of the approved contract amount for the public improvements and any work associated with the public improvements. Upon completion of construction of the required improvements, submittal to the City Engineer of proof of payment to contractors and acceptance of the improvements by the Common Council, the City Engineer may release up to 85% of the security furnished hereunder during the one-year guarantee period as provided in Section 5.03. If the amount of security is not known at the time of entering into this agreement, then the amount shall be determined in accord with section 24-2(c) (2) of the Ordinance. Security for the Plat shall be agreed to and posted prior to commencement of any construction in the Plat.

##### **5.02 Security to Guarantee Payment and Performance**

The security furnished pursuant to Section 5.01 of this Agreement shall guarantee that construction will be completed in accordance with the schedule established in Section 2.01 of this Agreement, that the work will comply with the approved plans and specifications, and that all obligations of the Subdivider to the City under this Agreement and to the contractors, subcontractors, laborers and materialmen will be fully paid and timely met.

### **5.03 Guarantee of Finished Work**

The security furnished pursuant to Section 5.01 shall be held for a period of one (1) year after the required improvements for the applicable phase have been completed and accepted by the City Common Council, unless partially released in accordance with the Ordinance. The security shall be held to guarantee all required improvements against defects in workmanship and materials. If any defects appear during the period of the guarantee, the Subdivider shall, at its expense, install replacements or perform acceptable repairs. In the event that the Subdivider fails to install the required replacements or perform the repairs, the City may do so and deduct the cost thereof from the security. Unless defects have appeared and have not been repaired, the City will release the security to the Subdivider upon expiration of the one (1) year guarantee period. If any defect is discovered during such one year period, the security furnished plus 15% shall not be released until all required replacements and repairs have been performed and acknowledged by the City Engineer to be in accordance with this Agreement and the Ordinance.

- (1) Guarantee Periods. The guarantee period shall be one (1) year from the date of acceptance for all public improvements.

## **Section 6**

### **Miscellaneous Provisions**

#### **6.01 Qualifications of Contractors**

Only contractors who submit proposals which meet the plans and specifications previously approved by the City Engineer shall be engaged for the installation and construction of the required improvements.

#### **6.02 Acceptance of Improvements**

All public improvements required under Section 1 shall be completed, inspected and approved by the City Engineer, and accepted by the City Council.

#### **6.03 Awarding Of Contracts for Construction**

The Subdivider shall not award any contract for the construction of the required improvements until all bids have been submitted to, reviewed and approved by the City Engineer as meeting the requirements of Section 6.01.

#### **6.04 City Engineering, Inspection, Testing, Consulting and Legal Fees and Expenses**

Subdivider shall pay all engineering, inspection, testing, consulting and legal fees and expenses incurred by the City arising out of or in any way related to the Plat. Payments shall be made within 30 days of the City's billing date.

#### **6.05 Infrastructure Inventory Updates**

Subdivider shall pay for all costs relating to the GIS system and water model for infrastructure data added as a result of this Plat.

#### **6.06 Agreement Not Construed as Waiver of Land Division & Other City Ordinances**

Except as herein specifically provided, nothing set forth in this Agreement shall be construed as intended to be a waiver or release of any obligations imposed upon the Subdivider by the Ordinance or the City's Code of Ordinances.

#### **6.07 Amendments**

The parties may amend this Agreement by express mutual written agreement for any phase of the Plat.

#### **6.08 Breach**

In the event of breach of this Agreement, or any part thereof, by either party or their contractors, sureties or agents, the defaulting party agrees to pay all reasonable engineering, inspection, consulting and legal fees or expenses incurred by the non-defaulting party as a result of such default.

#### **6.09 Agreement Binding on Heirs and Assigns of Parties**

This Agreement shall be binding upon the Subdivider jointly and severally, upon their personal representatives and heirs, and upon the successors and assigns of all parties hereto.

#### **6.10 Assignment Only with Express Written Approval**

This Agreement shall not be assigned by any party without express written approval of the other party which shall not be unreasonably withheld.

#### **6.11 Entire Agreement**

This Agreement, consisting of twelve (12) pages and executed in two counterparts, each one of which shall constitute an original for all purposes, contains the entire agreement of the parties and shall not be modified, amended or extended except by express written agreement duly executed by all parties hereto.

#### **6.12 Recording**

A fully executed original of this Agreement shall be recorded by the Subdivider and proof of such recording filed with the City Clerk. Upon acceptance by the Common Council of the City of all the improvements described in this Agreement, and upon all conditions precedent to such acceptance being met, and upon the 1 year guarantee period referred to in Section 5.03 having expired, the City agrees to execute, acknowledge and deliver to the Subdivider, in recordable form, a certificate of termination providing that all of the Subdivider's obligations under this contract have been met and that this Contract is hereby terminated.

#### **6.13 General Provisions**

- (1) If any part, term, or provision of this Contract is held by the courts to be illegal or other wise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.
- (2) Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under applicable law.
- (3) The Subdivider hereby warrants to being now lawfully seized and possessed of the real estate to be improved pursuant to this Agreement.

**6.14 Project Grant**

The City has applied for a WISDOT Transportation Economic Assistance (TEA) grant to assist with the funding of this project.

- (1) The City will reimburse the Subdivider all eligible TEA grant funding awarded by WISDOT to the construction of this project.
- (2) The Subdivider will design and construct the project in conformance to all requirements of the grant. The Subdivider shall provide all required documentation in accordance with grant requirements.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_  
Stephen L. Arnold, Mayor

By: \_\_\_\_\_  
Patti Anderson, City Clerk

Approved As To Form:

By: \_\_\_\_\_  
Mark Sewell, City Attorney

STATE OF WISCONSIN)ss.  
COUNTY OF DANE)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named Stephen Arnold and Patti Anderson, to me known to be the Mayor and City Clerk of the City of Fitchburg and the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_

Notary Public, State of Wisconsin

Printed Name of Notary: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



SUBDIVIDER(S): Sub-Zero Group, Inc.

By: \_\_\_\_\_ 4717 Hammersley Road, Madison, WI 53711  
Scott LaFleur, Chief Operations Officer Address

STATE OF WISCONSIN)ss.  
COUNTY OF DANE

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named  
\_\_\_\_\_ to me known to be the  
\_\_\_\_\_ of \_\_\_\_\_ and the persons who  
executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_

Notary Public, State of Wisconsin  
Printed Name of Notary: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Drafted by: Tracy Foss, Utility Project Engineer, City of Fitchburg

Steve Arnold, Mayor  
Direct Referred by

Public Works  
Prepared by

Board of Public Works  
Referred to

December 8, 2015  
Date

**RESOLUTION R-139-15**  
**APPROVING AGREEMENT FOR SUBDIVISION IMPROVEMENTS**  
**ON LOT 2 OF CSM 10031 AND LOT 2 OF CSM 11021**

**WHEREAS**, the City of Fitchburg Common Council on August 25, 2015, by Resolution R-89-15, approved the certified survey map request by Ronald Klaas, agent for Sub-Zero Wolf, Inc., to divide property associated with Lot 1 of CSM 9217, Lots 1 & 2 of CSM 10031, Lot 2 of CSM11021, and the vacated/discontinued portion of Marketplace Drive and all of Bud's Drive, into three lots, one outlot, and new street dedications, file number CS-2075-15; and

**WHEREAS**, the Land Division Ordinance requires the execution of a contract for improvements be executed prior to signature of the land division document by the City Clerk; and

**WHEREAS**, the Board of Public Works has reviewed and approved the Agreement for Subdivision Improvements in the CSMs; and

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the Common Council of the City of Fitchburg, Dane County, Wisconsin, hereby approves the Agreement for Subdivision Improvements on Lot 2 of CSM 10031 and Lot 2 of CSM 11021 subject to final review by the City Attorney and the City Engineer; and

**BE IT FURTHER RESOLVED** that the Mayor and Deputy City Clerk are hereby authorized to properly execute such document.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015

Approved By: \_\_\_\_\_  
Steve Arnold, Mayor

Attested By: \_\_\_\_\_  
Patti Anderson, City Clerk