1. Agenda

   Documents: BPW_2015.05.04_AG.PDF

2. Complete Packet

   Documents: BPW_2015.05.04_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
May 4, 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, April 6, 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 April 6, 2015 Minutes**

4. **Report of Director of Public Works**

5. **Resolution R-46-15 –** Authorizing Acceptance of a State/Municipal Agreement for the Reconstruction of Lacy Road from the Community Center to S. Syene Road

6. **Resolution R-49-15 -** Public Works Street Equipment Replacement – Street Sweeper

7. **Announcements**
   a. Next Board of Public Works Meeting – May 18, 2015

8. **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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MINUTES
BOARD OF PUBLIC WORKS
April 6, 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, March 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)

Board of Public Works Members Present: Richard Bloomquist, Dorothy Krause, David Willborn – Absent Michael Gernetzke and Dave Herbst

Others Present: Cory Horton, Director of Public Works; Lloyd Blaney, and Karson Klund

1. **Call to Order-** The meeting of the Board of Public Works was called to order by Bloomquist at 5:34 p.m.

2. **Public Appearances – Non Agenda Items**- None

3. **Approval of March 16, 2015 Minutes** – (video time 00:30)
   a. Motion to approve made by Willborn
   b. Seconded by Krause
   c. Motion carried, minutes approved

4. **Review of March 2015 Utility Bills**

5. **Report of Director of Public Works** (video time 02:14)
   a. Horton provided project/construction updates, schedules of current projects, upcoming bids and staff updates. Board asked questions, discussed

6. **Approval Professional Design Services for Park Shelter/Meter Station** (video time 08:38)
   a. Motion to approve made by Krause
   b. Seconded by Willborn
   c. Motion carried, approved

7. **Ordinance 2015-O-10 –** An Ordinance to Amend Chapter 68-Traffic Article II – Signs, Signals, and Street Designations (video time 21:42)
   a. Motion to approve made by Krause
   b. Seconded by Willborn
   c. Motion carried, approved

8. **<u>Resolution R-37-15</u>** – Accepting Public Improvements for Techlands Plat (video time 26:47)
   a. Motion to approve made by Willborn
   b. Seconded by Krause
   c. Motion carried, approved

9. **<u>Resolution R-38-15</u> –** Authorizing Acceptance of the 2015 Chip Sealing Program Bid (video time 28:10)
   a. Motion to approve made by Krause
   b. Seconded by Willborn
   c. Motion carried, approved

10. **<u>Resolution R-41-15</u> –** Final Resolution Exercising Police Powers and Levying Special Assessments for Water Main Improvements on Glacier Valley Road in the City of Fitchburg, Wisconsin (video time 29:30)
   a. Motion to approve made by Willborn
   b. Seconded by Krause
   c. Speaker- Lloyd Blaney, resides at 2862 Glacier Valley Road, Fitchburg, WI – (31:32)
   d. Speaker- Karson Klund, resides at 2849 Glacier Valley Road, Fitchburg, WI – (33:42)
   e. Motion carried, approved

11. **<u>Resolution R-42-15</u> –** Final Resolution Exercising Police Powers and Levying Special Assessments for Sanitary Sewer Improvements on Lacy Road in the City of Fitchburg, Wisconsin (video time 42:57)
   a. Motion to approve made by Krause
   b. Seconded by Willborn
   c. Motion carried, approved

12. **Announcements**
   a. Next Board of Public Works Meeting – May 4, 2015

13. **Adjournment-** Adjournment at 6:19
   a. Motion to adjourn made by Willborn
   b. Seconded by Krause
   c. Motion carried

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

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred**:April 14, 2015** Ordinance Number:
Date to Report Back**:May 12, 2015** Resolution Number: **R-46-15**

Sponsored by: Mayor Drafted by:

TITLE: **AUTHORIZING ACCEPTANCE OF A STATE/MUNICIPAL AGREEMENT FOR THE RECONSTRUCTION OF LACY ROAD FROM THE COMMUNITY CENTER TO S. SYENE ROAD**

Background: Refer to staff memo

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	May 4, 2015	
2	Finance	Roach	May 12, 2015	
3				
4				

Amendments:

Memo

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

To:	Board of Public Works, Common Council
From:	Ahna Bizjak, P.E. – Transportation Project Engineer
Date:	March 26, 2015
Subject:	Resolution R-46-15, Lacy Road Reconstruction

The City submitted an STP-Urban grant application for the reconstruction of Lacy Road from the Community Center to S. Syene Road. This project is 1.3 miles in length and includes the reconstruction of Lacy Road to an urban section. The project description included in the CIP is as follows:

"Reconstruction of Lacy Road to replace deteriorating pavement and provide for bicycle and pedestrian safety. Final design of the improvements to be determined after public input from the neighborhood. The project may include a roundabout at Fahey Glen. The overhead powerlines may be placed underground."

The approved grant allocates $2,000,000 in federal funding towards this project. It should be noted that federal funding does require the City to consider the needs of bicyclists and pedestrians when developing the roadway project. In conversations with WisDOT staff, there is some flexibility as to how that is achieved. There is concurrence that a final cross-section would be determined during the design stage and that the public process should help inform decisions on the cross-section. It should also be noted that if we encounter any cultural, environmental, or historical resources during the environmental documentation for the project, that may also have an impact on the cross-section for the roadway.

The WisDOT Facilities Development Manual (FDM) provides flexibility for Complete Streets by offering multiple ways to provide both bicycle and pedestrian accommodations as well as a limited number of exceptions for not including those facilities. But we will be required to accommodate bicyclists and pedestrians with this project in one way or another.

We are required to follow the WisDOT process for right-of-way acquisition, design, and construction. Because of that, the soonest that this project can begin construction is 2017. The goal is to meet a PS&E (plans, specifications, and estimate) date in 2016 to allow for construction to occur in Spring 2017. However, all right-of-way acquisition must be clear before the PS&E can be submitted. It will require an aggressive schedule to keep this project on track for 2017 construction.

City staff's recommendation is to approve Resolution R-46-15 and to move forward with this much-needed road improvement project.

STATE/MUNICIPAL AGREEMENT FOR A STATE- LET URBANIZED AREA STP-URBAN PROJECT **Program Name: STP-Urban** **Population Group: 200,000+** **Sub-program #: 206**	Date: March 6, 2015 I.D.: 5849-00-09/11 Road Name: Lacy Road Limits: Research Park Dr – S. Syene Road County: Dane County Roadway Length: 1.30 miles Functional Classification: Major Collector Project Sponsor: City of Fitchburg Urbanized Area: Madison MPO

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

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing roadway is a 2 lane collector. It is a 22' wide facility with a rural cross section constructed of asphalt pavement with 3' gravel shoulders. The pavement is in poor condition with transverse and longitudinal cracking. There are no federal-aid eligible structures within the project limits. There is an at-grade railroad crossing near the east end of the project limits. There are no existing sidewalks or bicycle accommodations. Requesting an urban reconstruction project to improve the deteriorating pavement, add turn lanes, and add bicycle/pedestrian accommodations. Storm sewer and lighting systems will be included with the project.

Proposed Improvement - Nature of work: A reconstruction project is proposed. The project will be 1.30 miles in length with an urban cross section constructed of concrete curb and gutter and driving lanes. Turn lanes will be constructed to increase capacity. Bicycle/pedestrian accommodations will be constructed. Storm sewer main, lateral storm sewer and lighting improvements are planned as part of this project.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: **None**

The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:

Project design and design oversight costs are funded with 100% Municipal funds. Project construction costs are funded with 50% federal funding up to a maximum of $2,000,000 for all federally-funded project phases when the municipality agrees to provide the remaining 50% and all funds in excess of the $2,000,000 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2017. **In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

	SUMMARY OF COSTS				
PHASE	**Total Est. Cost**	**Federal Funds**	**%**	**Municipal Funds**	**%**
ID 5849-00-09					
Design	**$0**	**$0**	**0%**	**$0**	**100%**
State Review	**$60,000**	**$0**	**0%**	**$60,000**	**100%**
ID 5849-00-11					
Participating Construction	**$3,625,000**	**$1,812,500**	**50%***	**$1,812,500**	**50% + BAL**
Non-Participating Construction	**$0**	**$0**	**0%**	**$0**	**100%**
State Review	**$375,000**	**$187,500**	**50%***	**$187,500**	**50% + BAL**
Total Est. Cost Distribution	**$4,060,000**	**$2,000,000**	**Max**	**$2,060,000**	**N/A**

*The percentage of project costs covered by federal funding at approval, 50%, is based on TIP Committee Action. Due to the federal funding cap, which is **$2,000,000** for all federally-funded project phases, this percentage may change over the life of the project.

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of Fitchburg** (please sign in blue ink.)

Name Title Date

Signed for and in behalf of: **City of Fitchburg** (please sign in blue ink.)

Name Title Date

Signed for and in behalf of the State:

Name Title Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.

2. Work prior to federal authorization is ineligible for federal funding.

3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

    a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)

    b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

    c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.

    d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.

    e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.

    f. All DBE requirements that the State specifies.

    g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.

    h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:

    a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

    b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.

    c. Storm sewer mains necessary for the surface water drainage.

    d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

    e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

f. Signing and pavement marking.

g. New installations or alteration of street lighting and traffic signals or devices.

h. Landscaping.

i. Management Consultant and State Review Services: **Construction Project ID 5849-00-11**

5. The work will be administered by the State and may include items not eligible for Federal participation.

6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 Urbanized Area STP-Urban improvement project to be <u>financed entirely</u> by the Municipality or other utility or facility owner includes the items listed below.

   a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

   b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.

   c. Detour routes and haul roads. The municipality is responsible for determining the detour route.

   d. Conditioning, if required and maintenance of detour routes.

   e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

   f. All work related to underground storage tanks and contaminated soils.

   g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).

   h. Real estate for the improvement.

   i. Preliminary engineering and design.

   j. Management Consultant and State Review Services: **Design Project ID 5849-00-09**

8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.

9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.

10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.

13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

15. The Municipality will at its own cost and expense:

    a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.

    b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

    c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

    d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

    e. Provide complete plans, specifications, and estimates.

    f. Provide relocation orders and real estate plats.

    g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

    h. Provide maintenance and energy for lighting.

    i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

    a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.

d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.

18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.

21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:

a. **ID 5849-00-09:** Design and design oversight is funded with 100% by the Municipality. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 100% by the Municipality.

b. **ID 5849-00-11:** Construction:

i. Costs for participating construction items, and state review activities are funded with 50% federal funding when the municipality agrees to provide the remaining 50%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item c). Any costs over federal maximum capped amount are funded 100% by the Municipality.

ii. Non-participating costs are funded 100% by the Municipality. Costs include construction delivery.

c. Project Cap: In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **$2,000,000.** This federal funding cap applies to all federally funded project phases.

[End of Document]

Shawn Pfaff, Mayor
Introduced By

Public Works
Prepared by

Board of Public Works and Finance
Referred to

April 14, 2015
Date

RESOLUTION R-46-15
AUTHORIZING ACCEPTANCE OF A STATE/MUNICIPAL AGREEMENT FOR THE RECONSTRUCTION OF LACY ROAD FROM THE COMMUNITY CENTER TO S. SYENE ROAD

WHEREAS, the Wisconsin Department of Transportation (WisDOT) has approved funds in the 2013-2018 STP-Urban program for the reconstruction of Lacy Road from the Community Center to S. Syene Road; and

WHEREAS, the Project includes 100% local funding for design and right-of-way acquisition and 50% federal funding for construction costs up to a maximum of $2,000,000 with the remaining 50% funded by the City; and

WHEREAS, section 66.0301 Wisconsin Statutes authorizes cities and state agencies to enter into agreements for the receipt of furnishing of services; and

WHEREAS, the Capital Improvement Plan includes funds for this project; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by The Common Council of the City of Fitchburg, Dane County, Wisconsin, that it approves the "State/Municipal Agreement for a State Let Urbanized Area STP-Urban Project" with the Wisconsin Department of Transportation for the project.

BE IT FURTHER RESOVED, that the Common Council authorizes the Clerk and Mayor to sign the agreements for the Project.

Adopted this ____ day of _____, 2015.

Approved By:_____
Shawn Pfaff, Mayor

Attested By:_____
Patti Anderson, City Clerk

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred**: April 14, 2015** Ordinance Number:
Date to Report Back**:** Resolution Number: R-49-15

Sponsored by: Drafted by: Public Works

TITLE: PUBLIC WORKS STREET EQUIPMENT REPLACEMENT – STREET SWEEPER

Background:
The streets equipment replacement schedule calls for the replacement of the street sweeper in 2015. The 2015 CIP includes $200,000 for the new equipment and allots $20,000 for the sale of the existing sweeper for a net budget of $180,000.

The bid was advertised by legal notice in the Wisconsin State Journal and posted on www.demandstar.com. On April 7, 2015, at 11:00 a.m., the bid opening was held and 4 bids were received for the street sweeper. Attached is the bid tabulation for the sweeper. The bid allowed for the submittal of up to two bids, one for a new machine and one for a demonstration unit with less than 500 hours. Staff evaluated the bids and the needs of the department and feel that the demonstration unit from R.N.O.W best suits the City's needs and budget. The bids from Envirotech and Bruce Company exceeded the City's budget. The new machine from R.N.O.W when fitted with the desired features also exceeded the City's budget. The demonstration unit from R.N.O.W. only has 52.3 hours and includes the desired options of the department. Important options include a larger water tank and hopper. These features will reduce the frequency of unloading material and will allow for more time sweeping rather than driving and unloading material and filling the unit with water.

Staff's recommendation is to award the 2015 Street Sweeper bid to R.N.O.W. for the proposed demonstration unit in the amount of $236,705.00 and trading in the current sweeper to R.N.O.W. for the amount of $68,000 for a net cost of $168,705.00. Staff anticipates that the trade in allowance is more than would be received for selling the unit at auction.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	May 4, 2015	
2	Finance Committee	Roach	May 12, 2014	
4				

Amendments:

Bids Received: *Date: April 7, 2015*
Time: 11:00 a.m.

2015 Proposals for Regenerative Air Street Sweeper
CITY OF FITCHBURG, WISCONSIN

2015 Regenerative Air Sweeper				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
	Bid Item	Quantity	Units	Extension	Extension	Extension	Extension
	Demo-Schwarze 9 Monson Sweeper on a Peterbilt 220 Right Hand Steer (52.3 Hours)	1	LS	$236,705.000			
	New-Schwarze A7 Tornado Sweeper on Frieghtliner Dual Steer Chassis	1	LS		$222,064.00		
	Demo-JohnstonRT655 Regen Vacuum Sweeper Mounted on M2 Chassis (10 Hours)	1	LS			$220,000.00	
	New - Elgin-2016 Autocar Dual Steer Chassis	1	LS				$242,156.000
	Trade-In Reduction	1	LS	($68,000.00)	($68,000.00)	($20,250.00)	($20,000.00)
	Base Bid minus Trade-In			**$168,705.00**	**$154,064.00**	**$199,750.00**	**$222,156.00**
	Options:						
1	Dual Steering			NA	Included/$11,000 for Cabover	Included	Included
2	Cab-over Chassis			Included	$7,310.00	NA	$15,400.00
3	600 Gallon Water Tank			Included	$2,808.00	NA	$7,550.00
4	Stainless Steel Fuel Tank			NA	NA	NA	NA
5	9 C.Y. Hopper w/ door opening			Included	$23,320.00	NA	NA
6	Five Inch Vacuum box			Included	Included	NA	NA
	COMPUTED TOTAL WITH ALL OPTIONS			**$168,705.00**	**$198,502.00**	**$199,750.00**	**$245,106.00**

Steve Arnold, Mayor
Introduced By

Public Works
Drafted By

Board of Public Works & Finance
Committee

May 12, 2015
Date

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

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

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

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

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

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

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

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

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

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

Approved By: _____
Steve Arnold, Mayor

Attested By:_____
Patti Anderson, City Clerk