1. Agenda

   Documents: CC_20150714_AG.PDF

2. Complete Packet

   Documents: CC_20150714_PK.PDF

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

AGENDA
FITCHBURG COMMON COUNCIL
JULY 14, 2015
7:30 P.M.
CITY HALL

NOTICE IS HEREBY GIVEN that the Fitchburg Common Council will meet at 7:30 p.m. for a Meeting on Tuesday, July 14, 2015 in the Council Chambers of the City Hall, 5520 Lacy Road to consider and act on the following:

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

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **PUBLIC APPEARANCES NON-AGENDA ITEMS / NEW APPOINTMENTS**
   A. **Public Hearing** – Amendments to the 2016-2020 Capital Improvement Plan

   B. **Mayoral Appointments** *(* Indicates Short Term Due to Vacancy or to Properly Stagger Terms)*
      1. **New Appointments**
         a. Park Commission – Eric Wilcots, Term Expires 4/21/18
         b. Board of Review – Dick Stern, Term Expires 4/19/16*

5. **CONSENT AGENDA**
   ALL ITEMS LISTED UNDER THE CONSENT AGENDA are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a motion to amend is passed in which event the item will be removed from the Consent Agenda and considered on the agenda under the appropriate section.

   A. **APPROVAL OF MINUTES**
      1. Common Council – June 23, 2015

   B. **REFERRALS TO COMMISSIONS AND COMMITTEE**
      75. **Comprehensive Development Plan Request CDP-2045-14A** by Tony Heinrichs, Agent for Fahey Land LLC, for a Residential Development for the Fahey Fields Development Project, on Property Located near Nobel Drive
          a. Plan Commission
          b. Park Commission

      76. **Preliminary Plat Request PP-2054-15A** by Ronald Klass, Agent for Fahey Land LLC, for Approval of the Revised Fahey Fields Preliminary Plat
          a. Plan Commission
          b. Parks Commission

77. **Conditional Use Permit Request CU-2066-15** by William Kohl, Agent for MadPower Training Center LLC, to Allow for Sale of Beer and Wine in the Private Fitness Studio at 5264 Verona Road, Lot 2 Willow Run
    a. Plan Commission

78. **Rezone/Conditional Use Permit Request RZ/CU-2067-15** by Traci Dalsin, Agent for SO Nesbitt LLC, to Rezone Property Addressed as 6250 Nesbitt Road from the B-G (General Business) District to the B-H (Business Highway) District and a Conditional Use Permit to Allow for Light Manufacturing and Food/Drink Uses in the Existing Building
    a. Plan Commission

79. **Conditional Use Permit CU-2068-15** by Lucas N. Roe, Agent for Realty Income Corporation, to Allow for Alcoholic Beverage sales at AMC Theater, 6091 McKee Road, Lots 10 & 11 Fitchburg Commerce Park
    a. Plan Commission

80. **Final Plat Request FP-2069-15** by Deborah Hatfield, Agent for Hamm Fam Land, LLC, for the Final Plat of First Addition to Quarry Vista
    a. Plan Commission

81. **Ordinance 2015-O-22** An Ordinance amending Chapter 26 Sign Ordinance to Amend Section 26-121(2) of Chapter 26 Sign Ordinance Relative to Size of Sign Identifying Apartment/Townhouse Complex
    a. Plan Commission

82. **Ordinance 2015-O-23** An Ordinance Amending Chapter 70, Section 70-309 Forfeiture Schedule
    a. Public Safety & Human Services
    b. Finance Committee

83. **Resolution R-72-15** Authorizing Approval of the Microsoft Enterprise License Agreement Renewal
    a. Finance Committee

84. **Resolution R-74-15** A Resolution Granting a Private Sanitary Sewer Easement on Lot 2 of CSM 445 (McGaw Park) to 5267 Lacy Road, City of Fitchburg, Wisconsin
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C. **Public Safety & Human Services**
    1. **Temporary Operator Licenses: (Issuance Contingent upon Payment of all Fees Owed to City of Fitchburg)** Bike for Boys & Girls Club, Dennis Hall

6. **ADMINISTRATOR'S REPORT**

7. **COMMISSION/COMMITTEE REPORTS**
    A. **Plan Commission**

    B. **Board of Public Works**

    C. **Park Commission**

    D. **Library Board**

    E. **Commission on Aging**

    F. **Resource Conservation Commission**

    G. **Transportation & Transit Commission**

H. **Community & Economic Development Authority**

I. **Agriculture & Rural Affairs Committee**

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

8. **STANDING COMMITTEE REPORTS**

A. **Finance Committee**

1. **APPROVAL OF BILLS –**
   Review of Bills Under $25,000 or Previously Pre-Approved (Council Action Not Required)
   a. General Checks 111369 through 111595 dated July 9, 2015 Total $455,798.56

2. **Approval of Bills for $25,000** or more (Council Action Required)
   a. Batch Dated July 9, 2015 - $362,674.05

3. **Resolution R-68-15** Authorizing Acceptance of the Enterprise Content Management System Proposal from Naviant, Inc.

4. **Resolution R-73-15** Approving Contract with City Administrator– ***Direct Referral***

B. **Personnel Committee**

C. **Public Safety & Human Services**

1. **Operator Licenses needing special attention where applicant must be present: (Issuance Contingent upon Payment of all Fees Owed to City of Fitchburg – Notes: N = New, All Others = Renewal**) Andrew Laflash – N; Oscar Villareal - R

9. **MAYOR'S REPORT**

A. Alder District Reports

10. **UNFINISHED BUSINESS**

11. **NEW BUSINESS**

A. **Introduction of Proposed Contract for City Administrator**

B. **Closed Session**: Motion to go into closed session pursuant to Wisconsin Statutes 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility *(Potential discussion of City Administrator contract language)).*

B. **Reconvene into Open Session**

C. **Discussion and Action on Contract for City Administrator**

12. **ANNOUNCEMENTS**

A. Next Committee of the Whole Meeting, July 22, 2015
B. Next Common Council Meeting, July 28, 2015

13. **ADJOURNMENT**

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

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City of Fitchburg
CIP Amendments Submitted
2016 - 2020

#	Project	Sponsor	Amendment Description	Changes To Total Project Costs 2016	2017	2018	2019	2020	Total	2016 Levy	2016 Borrow
1	1029 Library Solar	Stern	Change placement from roof to grounds; postpone to 2017	(150,000)	150,000	-	-	-	-	-	(150,000)
2	1030 Logo Implementation	Johnson	Reduce funding by $90,000	(30,000)	(30,000)	-	-	(30,000)	(90,000)	(30,000)	-
3	1034 Anton Drive	Stern	Add back participation from outside entity	-	-	-	-	-	-	(35,000)	-
4	1710 FACTv Facility	Johnson	Remove purchase of Fitchburg Room	-	-	-	-	(30,000)	(30,000)	-	-
5	2109 PD Mobile Video Cameras	Carpenter	Postpone 2016 portion of project to 2017	(36,000)	36,000	-	-	-	-	(36,000)	-
6	2141 New Police Facility	Johnson	Accelerate land acquisition funding to 2017; reduce building cost	-	3,000,000	-	-	(8,000,000)	(5,000,000)	-	-
7	2141 New Police Facility	Arata-Fratta	Referendum; postpone to next CIP	-	-	-	-	(23,760,000)	(23,760,000)	-	-
8	2141 New Police Facility	Carpenter	Postpone to future CIP	-	-	-	-	(23,760,000)	(23,760,000)	-	-
9	2141 New Police Facility	Poole	Referendum; reduce total cost to $19M; split cost evenly in 2020 & 2021	-	-	-	-	(14,260,000)	(14,260,000)	-	-
10	2141 New Police Facility	Stern	Referendum; reduce total cost to $12M	-	-	-	-	(11,760,000)	(11,760,000)	-	-
11	3319 Street Resurfacing	Arata-Fratta	Reduce funding to $1M per year	(3,603,000)	(182,000)	(127,000)	(182,000)	(127,000)	(4,221,000)	(118,000)	(3,039,000)
12	3319 Street Resurfacing	Poole	Restore to funding level of previously approved CIP	(3,818,000)	(282,000)	(337,000)	(202,000)	(337,000)	(4,976,000)	(461,000)	(2,839,000)

City of Fitchburg
CIP Amendments Submitted
2016 - 2020

#	Project	Sponsor	Amendment Description	Changes To Total Project Costs 2016	2017	2018	2019	2020	Total	2016 Levy	2016 Borrow
13	3319 Street Resurfacing	Stern	Reduce funding to $1.3M 2016; $850K each year following	(3,303,000)	(332,000)	(277,000)	(332,000)	(277,000)	(4,521,000)	314,000	(3,039,000)
14	3367 Syene Road	Stern	Remove navigability of waterway	(80,000)	-	-	-	-	(80,000)	-	(40,000)
15	3450 Traffic Calming	Carpenter	Remove 2016 portion of project	(15,000)	-	-	-	-	(15,000)	-	-
16	3468 Lacy Road	Carpenter	Postpone project to 2017 & 2018	(1,090,000)	(1,590,000)	2,680,000	-	-	-	-	(1,090,000)
17	3468 Lacy Road	Poole	Restore to funding level of previously approved CIP	(890,000)	(2,400,000)	-	-	-	(3,290,000)	-	(890,000)
18	3468 Lacy Road	Stern	Discussion encouraged	-	-	-	-	-	-	-	-
19	3486 Sidewalk & Path Maintenance	Poole	Remove project	(64,000)	(64,000)	(64,000)	(64,000)	(64,000)	(320,000)	(48,000)	-
20	4631 Water Main Loop to NEN	Johnson	Postpone to future CIP	-	-	-	(80,000)	(1,020,000)	(1,100,000)	-	-
21	4631 Water Main Loop to NEN	Stern	Accelerate to 2018 & 2019	-	-	80,000	940,000	(1,020,000)	-	-	-
22	6212 McKee Lights	Johnson	Reduce funding of skating rink lights to $11,500	(5,000)	-	-	-	-	(5,000)	(5,000)	-
23	6261 Nine Springs Golf Course	Johnson	Reduce funding to $60K; add language to justification	(20,000)	-	-	-	-	(20,000)	(20,000)	-
24	6351 Senior Center Furnishings	Carpenter	Postpone 2016 project to 2020	(19,000)	-	-	-	19,000	-	(19,000)	-
25	NEW Dog Park	Stern	Add new dog park project	-	5,000	45,000	-	-	50,000	-	-

THE CITY OF Fitchburg WISCONSIN

2016-2020 Proposed Capital Project Amendment

Submitted by: Patrick Stern Date: 7/5/15

Project # & Name: 1029 Library Solar Array

SECTION I: Description of proposed amendment

This amendment would change the placement of the solar array from the rooftop of the library to the grounds of the municipal campus somewhere, but not where it would void the warranty on the roof of our newest facility. It would also put the project in 2017 where we have fewer projects that are as immediate a need.

SECTION II: Changes to Project Costs

If amendment changes the costs identified in the capital improvement plan, please detail below. If not, skip to SECTION III

Cost Breakdown	Amount Identified in Plan	Proposed Revision	Proposed Amended Project Costs
Planning/Design/Engineering			
Construction			
Equipment/Vehicles/Furnishings			
Internal Staff Charges			
Other (describe)			
Contingency			
Total			

SECTION III: Changes to Project Completion Year

Proposed Amendment modifies the identified year of project completion as follows:

Total Project Cost	2016	2017	2018	2019	2020
As Identified in Plan	$150,000	$0			
AS AMENDED	$0	150,000			

SECTION IV: Changes to Funding Source

Proposed Amendment modifies the funding sources for the project as follows:

Source	2016	2017	2018	2019	2020
Property Tax Levy					
Borrowing					
Assessed					
Grants					
Other (describe)					
Utility Rates Assessed Other (describe)					
TOTAL					

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Clerk/Finance Director to Complete Below This Line

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Council Action on _____: Approved__ Amended__ Denied__

Vote: For ____ Against _____ Abstain _____

Memo

City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711
608-270-4264
www.fitchburgwi.gov

To:	Fitchburg Common Council and Mayor
From:	Cory Horton, Director of Public Works/City Engineer
Date:	July 8, 2015
Subject:	CIP 1029 amendment to Library Solar Array

Staff has recently learned some valuable information about the Fitchburg Public Library roof warranty, available incentives and third-party financing options for solar projects. Based on this information, we recommend installing solar arrays on the library roof and completing the project in 2016 to lower project costs by taking advantage of current incentives that are set to expire in 2016.

Library Roof Warranty & Readiness

Staff has reviewed the warranty for the library roof. Installation of a photovoltaic array on the Library roof does not invalidate the warranty. The warranty would only be invalidated if the roof is damaged as a result of the solar array.

Photovoltaic arrays are frequently placed on rooftops using a ballast design, which involves placing the panels in weighted racks set on top of protective pads placed on the roof. The ballast design does not puncture the roof membranes.

If the City decides to move forward with a solar installation, it could request the roof membrane manufacturer (Firestone) provide written confirmation of warranty guarantee. In turn, it is standard for roofing manufacturers to stipulate extra steps needed to protect the roof during installation and operation. Many other municipalities in Wisconsin, including City of Monona, have secured written guarantees of roof warranties in order to add additional solar capacity to rooftops. Furthermore, the City could also include stipulations that contractors or the third party vendor provide a warranty against damage caused to the roof by a solar array.

In anticipation of installing solar arrays on the library roof, existing electrical conduit runs are already in place, and the roof structure was designed to withstand the additional weight load from the ballasted solar panels.

Ground based systems would require additional costs for wiring (to get to the building electrical system) and panel rack installation (taller racks that are installed below frost depth). Ground based systems would also be more prone to damage and vandalism. Obtaining approvals (Fitchburg Center) for placement of a ground based array may be difficult.

Financing Options and Expiring Incentives

Focus on Energy Incentives:

Solar incentives for municipalities through Focus on Energy (FOE) have sharply declined and future incentives beyond 2016 are unknown and very uncertain. Focus on Energy is considering replacing their Renewable Energy Competitive Incentive Program (RECIP), a competitive grant program for businesses and municipalities, with a revolving loan program in 2016. Focus on Energy expects to offer one more round of competitive RECIP grants in 2016. FOE typically funds half of all grant requests and each solar photovoltaic project receives an average grant award of $60,000. The revolving loan program will be phased in during 2015 as well, but no further details on loan terms are available at this time.

Third-Party Financing:

Because of the reduced and uncertain incentives through Focus on Energy, third-party financing of municipal solar projects has become a popular option to increase municipal renewable energy portfolios in Wisconsin. Federal tax credits that fund 30% of solar project costs are set to expire on December 31, 2016, but they are only available to businesses (Commercial, Industrial, Investor-Owned Utility, Cooperative Utilities, Agriculture) and residents.

There are many different models for third-party financing, but the basics include:

- Solar equipment paid for, installed by, maintained by and owned by a third-party investor.
- Municipality leases rooftop space to investor and receives revenue.
- After tax credits are realized (6-8 years), municipality typically buys back solar system at approximately 50% of the initial cost of development.
- Municipalities receive solar credits from utility, reducing energy costs.
- Other benefits include:
    - Provides a low-risk solar solution without high upfront costs (investor funds all capital costs of projects), which shortens payback period
    - Reduces operational costs
    - Energy is generated and consumed onsite
    - Meets 25x25 Energy Independence Communities pledge (State of Wisconsin)
    - Meets broader environmental goals
- If the City moves forward with third-party financing, it could require the investor to assume liability for any roof damage.

We look forward to discussing this project with you in more detail. Please contact me if you have any additional questions.

THE CITY OF Fitchburg WISCONSIN

2016-2020 Proposed Capital Project Amendment

Submitted by: Jake Johnson Date: 7/2/15

Project # & Name: #1030 General Govt Logo Implementation

SECTION I: Description of proposed amendment

Reduce funding by $90,000 by reducing the 2016 amount to $30,000, and reducing the 2017 and 2020 budgets to 0 in an effort to spread out costs into years when city does not have large expenditures.

SECTION II: Changes to Project Costs

If amendment changes the costs identified in the capital improvement plan, please detail below. If not, skip to SECTION III

Cost Breakdown	Amount Identified in Plan	Proposed Revision	Proposed Amended Project Costs
Planning/Design/Engineering			
Construction			
Equipment/Vehicles/Furnishings			
Internal Staff Charges			
Other (describe) implementation of logo	180,000	-90,000	90,000
Contingency			
Total	180,000	-90,000	90,000

SECTION III: Changes to Project Completion Year

Proposed Amendment modifies the identified year of project completion as follows:

Total Project Cost	2016	2017	2018	2019	2020
As Identified in Plan	60,000	30,000	30,000	30,000	30,000
AS AMENDED	30,000	0	30,000	30,000	0

SECTION IV: Changes to Funding Source

Proposed Amendment modifies the funding sources for the project as follows:

Source	2016	2017	2018	2019	2020
Property Tax Levy	30,000	0	30,000	30,000	0
Borrowing					
Assessed					
Grants					
Other (describe)					
Utility Rates Assessed Other (describe)					
TOTAL	30,000	0	30,000	30,000	0

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Clerk/Finance Director to Complete Below This Line

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Council Action on _____: Approved__ Amended__ Denied__

Vote: For ____ Against _____ Abstain _____

Economic Development
5520 Lacy Road
Fitchburg, WI 53711-5318
Phone: (608)270-4245
Fax: (608)270-4212
www.fitchburgwi.gov

Date: July 9, 2015
To: City Council
From: Michael Zimmerman
Subject: CIP Amendment Project # 1030

Fitchburg launched an updated brand architecture with the completion of Forward Fitchburg in 2012. The 2014 – 2016 CIP years included funds for implementation of that brand architecture for way finding, street topper prototype, and exterior signage program, including civic campus building signage with installation planned for this Fall. CIP request #1030 was submitted to continue extending the brand architecture throughout the community for wayfinding, additional monument signs for civic campus and roadways, streetscape enhancements, and vehicle logo replacements.

The Wisconsin State Budget includes hotel room tax statute language that could change how Fitchburg currently allocates those revenues. The new legislation requires that the municipality forward the portion of room tax revenues required to be spent on tourism promotion and development (70%) to a local Tourism Commission. Because similar hotel room tax language changes have been proposed in the last couple of legislative sessions we planned for this possibility. As part of Forward Fitchburg, our Fitchburg Chamber significantly enhanced their capacity to serve as our local Visitor Bureau. This included rebranding their organization to the Fitchburg Chamber Visitor Business Bureau. Once we have a clearer understanding of the new hotel room tax language, the City may need to look at the allocation of the room tax dollars between the Fitchburg Chamber Visitor Business Bureau and the Fitchburg Community and Economic Development Authority (CEDA) and possible changes to Fitchburg's hotel room tax ordinance. Currently streetscape enhancements like banners and snowflakes were funded via hotel room tax. With a potential reallocation of hotel room tax dollars, we are not sure if we will have the resources to fund replacement and expansion of those items in the future.

In preparation for this law change, CIP #1030 was requested to provide a source of funds for these types of items. We still have several large items that need to be completed such as campus monument signs, additional Welcome to Fitchburg signs, potentially civic campus directional, locational signage throughout the City, banner and snowflake maintenance and replacement along with dollars for marketing the City that were previously funded through room tax.

THE CITY OF Fitchburg WISCONSIN

2016-2020 Proposed Capital Project Amendment

Submitted by: Patrick Stern Date: 7/5/15

Project # & Name: 1034 Anton Drive Planning Study

SECTION I: Description of proposed amendment

This amendment would add back in the participation from outside entity. In talking to Tony Roach, it made the process smoother in dealing with landowners and getting buy-in from those who will be affected. The city would still control the process and a majority of the seats at the table in accordance with our investment. It didn't make the process worse when it was done with the North Stoner Prairie plan according to our economic development director, administrator, or planner, so I believe that it is the most sensible course.

SECTION II: Changes to Project Costs

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Construction			
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Internal Staff Charges			
Other (describe)			
Contingency			
Total			

SECTION III: Changes to Project Completion Year

Proposed Amendment modifies the identified year of project completion as follows:

Total Project Cost	2016	2017	2018	2019	2020
As Identified in Plan					
AS AMENDED					

SECTION IV: Changes to Funding Source

Proposed Amendment modifies the funding sources for the project as follows:

Source	2016	2017	2018	2019	2020
Property Tax Levy	50,000				
Borrowing					
Assessed					
Grants	30,000				
Other (describe)	35,000 from property owner				
Utility Rates Assessed Other (describe)					
TOTAL					

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Clerk/Finance Director to Complete Below This Line

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Council Action on _____: Approved__ Amended__ Denied__

Vote: For ____ Against _____ Abstain _____

MEMORANDUM

CITY OF FITCHBURG
PLANNING DEPARTMENT
5520 LACY ROAD
FITCHBURG, WI 53711
(608) 270-4200
FAX: (608) 270-4275
EMAIL: planning@city.fitchburg.wi.us

To: Mayor Arnold
Common Council
From: Thomas D. Hovel, Zoning Administrator/City Planner
Date: July 9, 2015
Subject: CIP Project 1034, Anton Drive Planning Study

This item was placed in last year's CIP with $50,000 of funding in 2015 and 2016 coming from the city, $30,000 from grants, and $35,000 from Wingra Stone.
This year, the CIP was to be amended to have the Wingra Stone contribution be switched to a municipal contribution. Mr. Shea, of Wingra Stone, indicated a number of times this past spring in a reluctance to participate financially in the study.

Staff received four proposals in response to an RFP, and has selected the low-cost proposal, from MSA Professional Services, with whom to negotiate a contract. The RFP was structured to include Wingra Stone as an alternate, meaning that if Mr. Shea chooses to not participate; his land use will remain as noted in the Comprehensive Plan, which is primarily varied residential and open space with the residential density decreasing as the land use would move north from McKee Road. The study area would generally exclude his property.

While Alderperson Stern refers to the North Stoner Prairie Neighborhood for which a neighborhood plan was accomplished, the more analogous planning study to Anton Drive is the Arrowhead Planning study which was fully funded by the city. Arrowhead was a very successful planning study, provided fewer challenges, and was accomplished on the opposite side of Verona Road from the area proposed in the Anton Drive Planning study. Like Anton Drive, it was an infill and redevelopment study rather than a green field area study. Arrowhead contained about 60 acres of green field land (Thermo-Fisher) which is similar in area to the quarry area of Wingra Stone.

The Dane County BUILD Program Committee has been reconstituted and applications are due September 4th. The City of Fitchburg intends to submit an application for an element of the Anton Drive Planning Study. Dane County BUILD grant funding is now limited to $15,000 not the $30,000 estimated by Mike Zimmerman in last year's funding request. BUILD funding will not be available until late 2015 or early 2016.

Understanding concern of costs, staff has worked to date with MSA to reduce overall scope and project cost from $145,500 (including $32,500 allocated for the Wingra Alternate) in their original proposal to $134,900. Of that revised amount, $20,000 of the scope is programmed to occur in 2016 to meet BUILD funding requirements (and the hope is to receive $15,000 of funding from BUILD, with $5,000 from the City of Fitchburg to meet the 25% matching funds requirement). In addition, $28,600 of the $134,900 is allocated for the Wingra alternate.

THE CITY OF Fitchburg WISCONSIN

2016-2020 Proposed Capital Project Amendment

Submitted by: Jake Johnson Date: 7/2/15

Project # & Name: #1710 FACTV Facility and Equip Upgrades

SECTION I: Description of proposed amendment

Take out the 2020 item of the $30,000 purchase of the Fitchburg Room.

SECTION II: Changes to Project Costs

If amendment changes the costs identified in the capital improvement plan, please detail below. If not, skip to SECTION III

Cost Breakdown	Amount Identified in Plan	Proposed Revision	Proposed Amended Project Costs
Planning/Design/Engineering			
Construction			
Equipment/Vehicles/Furnishings	70,000	0	70,000
Internal Staff Charges			
Other (describe) maintenance of existing facilities	35,000	-30,000	5,000
Contingency			
Total	105,000	-30,000	75,000

SECTION III: Changes to Project Completion Year

Proposed Amendment modifies the identified year of project completion as follows:

Total Project Cost	2016	2017	2018	2019	2020
As Identified in Plan	40,000	35,000	0	0	30,000
AS AMENDED	40,000	35,000	0	0	0

SECTION IV: Changes to Funding Source

Proposed Amendment modifies the funding sources for the project as follows:

Source	2016	2017	2018	2019	2020
Property Tax Levy					
Borrowing					
Assessed					
Grants					
Other (describe) Cable transfer					
Utility Rates Assessed Other (describe)					
TOTAL					

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Clerk/Finance Director to Complete Below This Line

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Council Action on _____: Approved__ Amended__ Denied__

Vote: For ____ Against _____ Abstain _____

Memo

City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711
608-270-4226
www.fitchburgwi.gov

To:	Fitchburg Common Council and Mayor
From:	Jeremy Crosby, Community Media Services Manager
Date:	July 9, 2015
Subject:	CIP #1710 Amendment FACTv Facility and Equip Upgrades

This memo is in response to the amendments that have been proposed for the FACTv Facility and Equip Upgrades CIP #1710.

Amendment from Jake Johnson to take out the 2020 item of the $30,000 purchase of the Fitchburg Room.

We are interested in purchasing the room for several reasons. The first reason is we have invested several thousands of dollars into the room to have it be our studio area. We have purchased special lighting, camera equipment, and have wired the room for studio productions.

The second reason is the space is currently being used as a public meeting room for rental. This does not allow us to keep our studio equipment setup with cameras, cables, and other set pieces used in productions. We have to work with the Recreation Department and the Senior Center to book the space for productions. We have the option to use other rooms if the Fitchburg Room is booked, but with all of our equipment and investment in this particular room, it is preferred to use the space that we have created for studio productions.

We have had user groups use the studio and they have found it hard to schedule and setup has been difficult. As a result, we have lost some groups who have decided to find alternative locations.

I have spoken to both the Senior Center and the Parks and Recreation Director's about our future plans with the room. We will work with those departments and create a plan that fits everyone's needs moving forward.

In closing, we are working to increase use of this space both for the community and for our own internal use. We are paying to keep the room functional for our use and as we keep adding equipment we are going to be putting more money in the room.

THE CITY OF Fitchburg WISCONSIN

2016-2020 Proposed Capital Project Amendment

Submitted by: Dan Carpenter Date: 6/29/15

Project # & Name: 2109 – Replacement of Mobile Video Cameras

SECTION I: Description of proposed amendment

This amendment moves $36,000 in 2016 to 2017 to replace mobile video cameras. This will balance the overall cost out for the remaining years in the CIP.

SECTION II: Changes to Project Costs

If amendment changes the costs identified in the capital improvement plan, please detail below. If not, skip to SECTION III

Cost Breakdown	Amount Identified in Plan	Proposed Revision	Proposed Amended Project Costs
Planning/Design/Engineering			
Construction			
Equipment/Vehicles/Furnishings			
Internal Staff Charges			
Other (describe)			
Contingency			
Total			

SECTION III: Changes to Project Completion Year

Proposed Amendment modifies the identified year of project completion as follows:

Total Project Cost	2016	2017	2018	2019	2020
As Identified in Plan	$36,000				
AS AMENDED		$36,000			

SECTION IV: Changes to Funding Source

Proposed Amendment modifies the funding sources for the project as follows:

Source	2016	2017	2018	2019	2020
Property Tax Levy					
Borrowing					
Assessed					
Grants					
Other (describe) Capital Project Levy					
Utility Rates Assessed Other (describe)					
TOTAL					

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Clerk/Finance Director to Complete Below This Line

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Council Action on _____: Approved__ Amended__ Denied__

Vote: For ____ Against _____ Abstain _____

THE CITY OF Fitchburg WISCONSIN

2016-2020 Proposed Capital Project Amendment

Submitted by: Carol Poole Date: 7-6-15

Project # & Name: 2141 Police Facility

SECTION I: Description of proposed amendment

We all acknowledge that we will need space.
Due diligence has not been done yet to determine whether we will add on to city hall or build a free standing Police facility.
Until we have a study that is not still a draft, and until we have a Police Station Oversight Committee (to be appointed) reviews and recommend a plan, I suggest the following.

Adjust the total amount to the "addition" estimated cost of 19M and split it into two years 2020 & 2021. This also makes the loan amounts bank certifiable.

I also request a referendum for this item.

SECTION II: Changes to Project Costs

If amendment changes the costs identified in the capital improvement plan, please detail below. If not, skip to SECTION III

Cost Breakdown	Amount Identified in Plan	Proposed Revision	Proposed Amended Project Costs
Planning/Design/Engineering			
Construction	23,760,000	(4,760,000) (9,500,000)	9,500,000
Equipment/Vehicles/Furnishings			
Internal Staff Charges			
Other (describe)ROW Aquisition			
Contingency			
Total		(14,260,000)	9,500,000

SECTION III: Changes to Project Completion Year

Proposed Amendment modifies the identified year of project completion as follows:

Total Project Cost	2016	2017	2018	2019	2020
As Identified in Plan					23,760,000
AS AMENDED					9,500,000

SECTION IV: Changes to Funding Source

Proposed Amendment modifies the funding sources for the project as follows:

Source	2016	2017	2018	2019	2020
Property Tax Levy					
Borrowing					9,500,000
Assessed					
Grants					
Other Project Fund					
Utility Rates Assessed Other (describe)					
TOTAL					9,500,000

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Clerk/Finance Director to Complete Below This Line

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Council Action on _____: Approved__ Amended__ Denied__

Vote: For ____ Against _____ Abstain _____

THE CITY OF Fitchburg WISCONSIN

2016-2020 Proposed Capital Project Amendment

Submitted by: Dan Carpenter Date: 6/29/15

Project # & Name: 2141 New Police Facility

SECTION I: Description of proposed amendment

The $23,760,000 price tag for a new police station is way too high. This amendment removes the $23,760,000 for 2020 until we can find out more information about actual needs and see what our options would be and what the associated costs would be. The council and members of the public need and deserve more time understanding this price tag and what potential options could be, such as putting an addition onto the existing building and any other possible options.

SECTION II: Changes to Project Costs

If amendment changes the costs identified in the capital improvement plan, please detail below. If not, skip to SECTION III

Cost Breakdown	Amount Identified in Plan	Proposed Revision	Proposed Amended Project Costs
Planning/Design/Engineering			
Construction			
Equipment/Vehicles/Furnishings			
Internal Staff Charges			
Other (describe)			
Contingency			
Total			

SECTION III: Changes to Project Completion Year

Proposed Amendment modifies the identified year of project completion as follows:

Total Project Cost	2016	2017	2018	2019	2020
As Identified in Plan					$23,760,000
AS AMENDED					$0

SECTION IV: Changes to Funding Source

Proposed Amendment modifies the funding sources for the project as follows:

Source	2016	2017	2018	2019	2020
Property Tax Levy					
Borrowing					
Assessed					
Grants					
Other (describe)					
Utility Rates Assessed Other (describe)					
TOTAL					

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Clerk/Finance Director to Complete Below This Line

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Council Action on _____: Approved__ Amended__ Denied__

Vote: For ____ Against _____ Abstain _____

THE CITY OF Fitchburg WISCONSIN

2016-2020 Proposed Capital Project Amendment

Project # 2141

Submitted by: Julia Arala-Fratta Date: 7/3/15

Project # & Name: New Policy Facility # 2141 — New

SECTION I: Description of proposed amendment

I propose to take this item to a referendum in the next cycle election or November 2016 election -
this was drop to the Council without any plan - we need to include the citizens since this is a big expenditure and create at Ad Hoc Committee to study all the options, expansion vs. new stand alone facility and other.
Move it to next CIP cycle - First build fire stations

SECTION II: Changes to Project Costs

If amendment changes the costs identified in the capital improvement plan, please detail below. If not, skip to SECTION III

Cost Breakdown	Amount Identified in Plan	Proposed Revision	Proposed Amended Project Costs
Planning/Design/Engineering			
Construction	23,760,000	(23,760,000)	∅
Equipment/Vehicles/Furnishings			
Internal Staff Charges			
Other (describe)			
Contingency			
Total	23,760,000	(23,760,000)	∅

2141

SECTION III: Changes to Project Completion Year

Proposed Amendment modifies the identified year of project completion as follows:

Total Project Cost	2016	2017	2018	2019	2020
As Identified in Plan					23,760,000
AS AMENDED					Ø

SECTION IV: Changes to Funding Source

Proposed Amendment modifies the funding sources for the project as follows:

Source	2016	2017	2018	2019	2020
Property Tax Levy					
Borrowing					
Assessed					
Grants					
Other (describe)					
Utility Rates Assessed Other (describe)					
TOTAL					

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Clerk/Finance Director to Complete Below This Line

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Council Action on _____: Approved__ Amended__ Denied__

Vote: For ____ Against _____ Abstain _____

THE CITY OF Fitchburg WISCONSIN

2016-2020 Proposed Capital Project Amendment

Submitted by: Jake Johnson Date: 7/2/15

Project # & Name: #2141 New Police Facility - NEW

SECTION I: Description of proposed amendment

Move $3,000,000 for land acquisition to 2017 so we can better take advantage of market conditions and opportunities and spread out costs over time.
Reduce building budget by $5,000,000 in 2020.

SECTION II: Changes to Project Costs

If amendment changes the costs identified in the capital improvement plan, please detail below. If not, skip to SECTION III

Cost Breakdown	Amount Identified in Plan	Proposed Revision	Proposed Amended Project Costs
Planning/Design/Engineering		3,000,000	3,000,000
Construction	23,760,000	-8,000,000	15,760,000
Equipment/Vehicles/Furnishings			
Internal Staff Charges			
Other (describe)			
Contingency			
Total	23,760,000	-5,000,000	18,760,000

SECTION III: Changes to Project Completion Year

Proposed Amendment modifies the identified year of project completion as follows:

Total Project Cost	2016	2017	2018	2019	2020
As Identified in Plan	0	0	0	0	23,760,000
AS AMENDED	0	3,000,000	0	0	15,760,000

SECTION IV: Changes to Funding Source

Proposed Amendment modifies the funding sources for the project as follows:

Source	2016	2017	2018	2019	2020
Property Tax Levy					
Borrowing	0	3,000,000	0	0	15,760,000
Assessed					
Grants					
Other (describe)					
Utility Rates Assessed Other (describe)					
TOTAL	0	3,000,000	0	0	15,760,000

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Clerk/Finance Director to Complete Below This Line

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Council Action on _____: Approved__ Amended__ Denied__

Vote: For ____ Against _____ Abstain _____

THE CITY OF Fitchburg WISCONSIN

2016-2020 Proposed Capital Project Amendment

Submitted by: Patrick Stern Date: 7/5/15

Project # & Name: 2141 New Police Facility

SECTION I: Description of proposed amendment

Without having the policy discussion prior to the CIP, I believe that a standalone station is not in the best financial or command and control interest of the city. As such I believe that an addition to the existing campus is the most logical choice, and the one that should be budgeted for. As such I have taken a reasonable inflation factor coupled with what current office space is going for per square foot to come up with a number I feel is reasonable to project spending on the facility.

I also believe that as an addition to the municipal building we should have a referendum to contemplate undertaking this project.

SECTION II: Changes to Project Costs

If amendment changes the costs identified in the capital improvement plan, please detail below. If not, skip to SECTION III

Cost Breakdown	Amount Identified in Plan	Proposed Revision	Proposed Amended Project Costs
Planning/Design/Engineering			
Construction	$23,760,000	-$11,760,000	$12,000,000
Equipment/Vehicles/Furnishings			
Internal Staff Charges			
Other (describe)			
Contingency			
Total			

SECTION III: Changes to Project Completion Year

Proposed Amendment modifies the identified year of project completion as follows:

Total Project Cost	2016	2017	2018	2019	2020
As Identified in Plan					
AS AMENDED					

SECTION IV: Changes to Funding Source

Proposed Amendment modifies the funding sources for the project as follows:

Source	2016	2017	2018	2019	2020
Property Tax Levy					
Borrowing					
Assessed					
Grants					
Other (describe)					
Utility Rates Assessed Other (describe)					
TOTAL					

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Council Action on _____: Approved__ Amended__ Denied__

Vote: For ____ Against _____ Abstain _____

THE CITY OF Fitchburg WISCONSIN

2016-2020 Proposed Capital Project Amendment

Submitted by: Carol Poole Date: 7-6-15

Project # & Name: 3319 Street Resurfacing

SECTION I: Description of proposed amendment

Restore to 2016-2019 levels to prior approved amounts. Adjust 2020 to be in line with prior approvals. I made 2020 amount the same as 2018 amount per a similar duplication in the proposed budget.

SECTION II: Changes to Project Costs

If amendment changes the costs identified in the capital improvement plan, please detail below. If not, skip to SECTION III

Cost Breakdown	Amount Identified in Plan	Proposed Revision	Proposed Amended Project Costs
Planning/Design/Engineering			
Construction	$9,221,000	-$4,976,000	$4,245,000
Equipment/Vehicles/Furnishings			
Internal Staff Charges			
Other Maint			
Contingency			
Total	$9,221,000	-$4,976,000	$4,245,000

SECTION III: Changes to Project Completion Year

Proposed Amendment modifies the identified year of project completion as follows:

Total Project Cost	2016	2017	2018	2019	2020
As Identified in Plan	4,603,000	1,182,000	1,127,000	1,182,000	1,127,000
AS AMENDED	785,000	900,000	790,000	980,000	790,000

SECTION IV: Changes to Funding Source

Proposed Amendment modifies the funding sources for the project as follows:

Source	2016	2017	2018	2019	2020
Property Tax Levy-Capital	525,000	550,000	600,000	625,000	600,000
Borrowing	200,000	175,000	150,000	125,000	150,000
Assessed	15,000	15,000	5,000	10,000	5,000
Grants		55,000		55,000	
Other (describe)					
Utility Rates Assessed Other (describe)	29,000-Storm 16,000-W&S (both rates)	65,000-Storm 40,000-W&S (both rates)	25,000-Storm 10,000-W&S (both rates)	110,000-Storm 55,000-W&S (both rates)	25,000-Storm 10,000-W&S (both rates)
TOTAL	785,000	900,000	790,000	980,000	790,000

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Clerk/Finance Director to Complete Below This Line

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Council Action on _____: Approved__ Amended__ Denied__

Vote: For ____ Against _____ Abstain _____

Memo

City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711
608-270-4264
www.fitchburgwi.gov

To:	Fitchburg Common Council and Mayor
From:	Cory Horton, Director of Public Works/City Engineer
Date:	July 8, 2015
Subject:	CIP 3319 amendment to Street resurfacing

This memo is in response to the amendments that have been proposed to the Street Resurfacing, CIP #3319.

Amendment from Carol Poole to restore to prior approved amounts

Staff has determined that based on the current road inventory and resurfacing funding levels; the City is roughly on a 45 year road replacement schedule.

While the condition of roads generally coincides with age, roads are selected for inclusion in the annual resurfacing based on the actual roadway condition, roadway volume, and roadway speed. The condition of all roads in the City is evaluated annually using a standard roadway rating system called PASER(http://www.apa-mi.org/docs/Asphalt-PASERManual.pdf). This 1-10 scale rating system sets standards for roadway condition (where 1 is a completely failed condition and 10 is excellent condition). We evaluate roads annually as the roadway condition can change quickly once the pavement starts breaking down. For this reason, roadway condition is not a stable metric for determining long term budgeting. Age is a much better long term surrogate for budgeting purposes while condition is used for determination of which projects will be in the annual resurfacing program.

Staff has noticed that complaints about road condition generally start around a 5 rating. Frequently, roads being resurfaced are between 1-4 ratings and are generally around 30-years old. Carling road would be a good example of the condition that roads can get to in our current resurfacing schedule (rated a 2).

The speed of resurfacing is not keeping up with the aging of the roadway infrastructure. Staff is noticing increased complaints related to the conditions of roads in the City. I would expect if funding levels remain the same, roadway conditions will deteriorate and the City will accumulate even more of a backlog of roads that need resurfacing. In order to maintain our road infrastructure long term - we need funding that allows a 30 year replacement program.

For this reason, staff recommends funding levels be kept to allow a 30-year replacement program.

The funding sources listed indicate borrowing increasing in 2020. Finance and Public Works staff would prefer to phase out borrowing over time.

Amendment from Patrick Stern to reduce proposed funding

For the above reasons, staff recommends funding levels be kept to allow a 30-year replacement program.

The amendments included changing funding sources and showed all funding sources as Property Tax Levy. There would be assessed items/grants/and utility charges for each year. Is the intent to reduce the levy by those amounts or to increase the total project cost?

THE CITY OF Fitchburg WISCONSIN

2016-2020 Proposed Capital Project Amendment

Submitted by: Patrick Stern Date: 7/5/15

Project # & Name: 3319 Street Resurfacing Program

SECTION I: Description of proposed amendment

This amendment would decrease the amount called for by the mayor's plan. While a worthwhile thought experiment, the better way to maintain roads is to grade them and pay for the ones in need of replacement and maintenance, and not based on age alone. I agree that we can fund more of the roads than previously, but not to the level of the mayor's proposal.

SECTION II: Changes to Project Costs

If amendment changes the costs identified in the capital improvement plan, please detail below. If not, skip to SECTION III

Cost Breakdown	Amount Identified in Plan	Proposed Revision	Proposed Amended Project Costs
Planning/Design/Engineering			
Construction			
Equipment/Vehicles/Furnishings			
Internal Staff Charges			
Other (describe) Maint existing facilities (hwy, W&S, storm)	$9,221,000	-$4,521,000	$4,700,000
Contingency			
Total	$9,221,000	-$4,521,000	$4,700,000

SECTION III: Changes to Project Completion Year

Proposed Amendment modifies the identified year of project completion as follows:

Total Project Cost	2016	2017	2018	2019	2020
As Identified in Plan	$4,603,000	$1,182,000	$1,127,000	$1,182,000	$1,127,000
AS AMENDED	$1,300,000	$850,000	$850,000	$850,000	$850,000

SECTION IV: Changes to Funding Source

Proposed Amendment modifies the funding sources for the project as follows:

Source	2016	2017	2018	2019	2020
Property Tax Levy	$1,300,000	$850,000	$850,000	$850,000	$850,000
Borrowing					
Assessed					
Grants					
Other (describe)					
Utility Rates Assessed Other (describe)					
TOTAL					

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Clerk/Finance Director to Complete Below This Line

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Council Action on _____: Approved__ Amended__ Denied__

Vote: For ____ Against _____ Abstain _____

THE CITY OF Fitchburg WISCONSIN

2016-2020 Proposed Capital Project Amendment

Submitted by: Julia Arata-Fratton Date: 7/03/15

Project # & Name: Street Resurfacing Program #3319

SECTION I: Description of proposed amendment

I would like to cap the amount of investment in resurfacing to up $1,000,000 per year starting 2016-2020. Also, I would like to see a resurfacing street improvement plan with the propose construction per year.
I am not in favor to increase to up 3,M in 2016.
We need to have a comprehensive plan on how to resurface our roads.

SECTION II: Changes to Project Costs

If amendment changes the costs identified in the capital improvement plan, please detail below. If not, skip to SECTION III

Cost Breakdown	Amount Identified in Plan	Proposed Revision	Proposed Amended Project Costs
Planning/Design/Engineering			
Construction			
Equipment/Vehicles/Furnishings			
Internal Staff Charges			
Other (describe)	9,221,000	-4,221,000	5,000,000
Contingency			
Total	9,221,000	-4,221,000	5,000,000

SECTION III: Changes to Project Completion Year Project # 3319 cont.

Proposed Amendment modifies the identified year of project completion as follows:

Total Project Cost	2016	2017	2018	2019	2020
As Identified in Plan	4,603,000	1,182,000	1,127,000	1,182,000	1,127,000
AS AMENDED	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000

SECTION IV: Changes to Funding Source

Proposed Amendment modifies the funding sources for the project as follows:

Source	2016	2017	2018	2019	2020
Property Tax Levy	868,000	868,000	868,000	868,000	868,000
Borrowing					
Assessed	10,000	10,000	10,000	10,000	10,000
Grants					
Other (describe)					
Utility Rates Assessed - Stormwater Other (describe) - water/sewer	77,000 45,000	77,000 45,000	77,000 45,000	77,000 45,000	77,000 45,000
TOTAL	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000

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Clerk/Finance Director to Complete Below This Line

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Council Action on _____: Approved__ Amended__ Denied__

Vote: For ____ Against _____ Abstain _____

THE CITY OF Fitchburg WISCONSIN

2016-2020 Proposed Capital Project Amendment

Submitted by: Patrick Stern Date: 7/5/15

Project # & Name: 3367 Syene Road Reconstruction

SECTION I: Description of proposed amendment

Kayak traffic at this location, both current and envisioned doesn't call for the additional costs of having the waterway navigable at the price indicated. This amendment removes the navigability of the waterway at a savings of $80,000.

SECTION II: Changes to Project Costs

If amendment changes the costs identified in the capital improvement plan, please detail below. If not, skip to SECTION III

Cost Breakdown	Amount Identified in Plan	Proposed Revision	Proposed Amended Project Costs
Planning/Design/Engineering	$175,000	$0	$175,000
Construction	$765,000	-$80,000	$685,000
Equipment/Vehicles/Furnishings			
Internal Staff Charges			
Other (describe)			
Contingency			
Total	$940,000	-$80,000	$860,000

SECTION III: Changes to Project Completion Year

Proposed Amendment modifies the identified year of project completion as follows:

Total Project Cost	2016	2017	2018	2019	2020
As Identified in Plan					
AS AMENDED					

SECTION IV: Changes to Funding Source

Proposed Amendment modifies the funding sources for the project as follows:

Source	2016	2017	2018	2019	2020
Property Tax Levy					
Borrowing					
Assessed					
Grants					
Other (describe)					
Utility Rates Assessed Other (describe)					
TOTAL					

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Clerk/Finance Director to Complete Below This Line

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Council Action on _____: Approved__ Amended__ Denied__

Vote: For ____ Against _____ Abstain _____

Memo

City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711
608-270-4264
www.fitchburgwi.gov

To:	Fitchburg Common Council and Mayor
From:	Cory Horton, Director of Public Works/City Engineer
Date:	July 8, 2015
Subject:	CIP 3367 amendment to Syene Road Reconstruction

This memo is in response to the amendments that have been proposed to the Syene Road Reconstruction, CIP #3367.

Amendment from Patrick Stern to remove improvements to navigability

Staff would like to clarify that removal of the $80,000 from project costs would also result in the reduction to the grant funding source by $40,000 in 2016. The $40,000 was a PARC grant anticipated for the navigability improvements.

THE CITY OF Fitchburg WISCONSIN

2016-2020 Proposed Capital Project Amendment

Submitted by: Dan Carpenter Date: 6/29/15

Project # & Name: 3450 – Traffic Calming Program

SECTION I: Description of proposed amendment

This amendment removes the $15,000 in 2016 for the Traffic Calming Program.

SECTION II: Changes to Project Costs

If amendment changes the costs identified in the capital improvement plan, please detail below. If not, skip to SECTION III

Cost Breakdown	Amount Identified in Plan	Proposed Revision	Proposed Amended Project Costs
Planning/Design/Engineering			
Construction			
Equipment/Vehicles/Furnishings			
Internal Staff Charges			
Other (describe) Maintenance Existing Facilities	$75,000	-$15,000	$60,000
Contingency			
Total	$75,000	-$15,000	$60,000

SECTION III: Changes to Project Completion Year

Proposed Amendment modifies the identified year of project completion as follows:

Total Project Cost	2016	2017	2018	2019	2020
As Identified in Plan	$15,000	$15,000	$15,000	$15,000	$15,000
AS AMENDED	$0	$15,000	$15,000	$15,000	$15,000

SECTION IV: Changes to Funding Source

Proposed Amendment modifies the funding sources for the project as follows:

Source	2016	2017	2018	2019	2020
Property Tax Levy					
Borrowing					
Assessed					
Grants					
Other (describe)					
Utility Rates Assessed Other (describe)					
TOTAL					

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Clerk/Finance Director to Complete Below This Line

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Council Action on _____: Approved__ Amended__ Denied__

Vote: For ____ Against _____ Abstain _____

THE CITY OF Fitchburg WISCONSIN

2016-2020 Proposed Capital Project Amendment

Submitted by: Carol Poole Date: 7-6-15

Project # & Name: 3468 Lacy Road – Community Center to Syene

SECTION I: Description of proposed amendment

Restore previously approved amounts.

SECTION II: Changes to Project Costs

If amendment changes the costs identified in the capital improvement plan, please detail below. If not, skip to SECTION III

Cost Breakdown	Amount Identified in Plan	Proposed Revision	Proposed Amended Project Costs
Planning/Design/Engineering	$690,000	-$690,000	$0
Construction	$6,400,000	-$2,400,000	$4,000,000
Equipment/Vehicles/Furnishings			
Internal Staff Charges			
Other (describe)ROW Acquisition	$400,000	-$200,000	$200,000
Contingency			
Total	$7,490,000	-$3,290,000	$4,200,000

SECTION III: Changes to Project Completion Year

Proposed Amendment modifies the identified year of project completion as follows:

Total Project Cost	2016	2017	2018	2019	2020
As Identified in Plan	$1,090,000	$6,400,000			
AS AMENDED	$200,000	$4,000,000			

SECTION IV: Changes to Funding Source

Proposed Amendment modifies the funding sources for the project as follows:

Source	2016	2017	2018	2019	2020
Property Tax Levy					
Borrowing	$200,000	$2,080,000			
Assessed		$270,000			
Grants		$800,000			
Other: Project Fund Balance Applied		$50,000			
Utility Assessed Rates Other (describe)		$300,000 W&S Assess $350,000 Storm Rates $150,000 W&S Rates			
TOTAL	$200,000	4,000,000			

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Clerk/Finance Director to Complete Below This Line

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Council Action on _____: Approved__ Amended__ Denied__

Vote: For ____ Against _____ Abstain _____

Memo

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

To:	Fitchburg Common Council and Mayor
From:	Cory Horton, Director of Public Works
Date:	July 8, 2015
Subject:	CIP 3468 Amendments for Lacy Road Reconstruction

This memo is in response to the amendments that have been proposed for the Lacy Road Reconstruction project, CIP #3468.

<u>Amendment from Dan Carpenter to delay the project to 2018 construction</u>

Public Works has contacted WisDOT and MPO staff to understand if there would be any consequences for delaying this project to 2018. The response that we have heard is that the City can request to delay this project. However, there are no guarantees that grant funding will be available in 2018 to allow for construction to occur in 2018.

Public Works understands that there are concerns among some constituents within District 3. Similar transportation projects always include resident concerns over project costs, property acquisition, assessments, and concerns over sidewalk maintenance. The design process has been set up to hear these concerns and to weigh concerns versus project benefits to come up with the best final project design. Regardless of the amount of time for public input, some individual concerns will inevitably conflict with design elements that are determined to be beneficial for the greater good of the City.

Another factor to consider is the construction schedule for the Verona Road – Stage 2 project. The current Verona Road project includes improvements to McKee Road that are currently scheduled in 2018. It would be highly beneficial to avoid having major construction on McKee and Lacy (our major east west roads) occurring at the same time.

It is true that the current schedule is aggressive to allow for construction of Lacy Road in 2017, however staff feels that:

- The design process includes ample time to hear and respond to resident concerns
- The current pavement is deteriorating and is in need of resurfacing
- The current layout has safety issues related to poor sight distance and poor intersection configurations
- The current layout is not pedestrian friendly or consistent with the City bicycle and pedestrian plan

- Grant funding is available and commitments have been made to the grant agencies. Delaying the project may jeopardize project funding.

Given the above, staff does not recommend delaying the construction to 2018.

Amendment from Carol Poole to restore previously approved amounts

Reducing the construction funding to the previously approved amounts is something that can be considered. However, it should be noted that it would mean breaking the project into phases. Phase 1 would consist of a full reconstruction of Lacy Road to a logical terminus that fits within the approved $4 million range, with a second phase to be reconstructed at a later time. The City would need to re-apply for federal funding for phase 2 of the project and there is no guaranty that funding would be allocated to this second phase.

Public Works has contacted WisDOT and MPO to understand whether there is any opportunity for additional grant funding to be available for the Lacy Road project. It has been explained that there is potential for additional funding to be allocated to this project. One of the approved projects is being deleted from the program which is generating additional dollars to be used to either fund a new project or be reallocated to already-programmed projects. It turns out that the CTH M project, sponsored by the City of Madison, is over-budget as well. MPO staff will be preparing a draft amendment to allocate additional funding to both the CTH M and Lacy Road projects with the funds that have been made available by the deletion of one of the projects. This draft proposal will be brought to the MPO board at their August meeting, with final action occurring at their October meeting.

Staff would recommend against the amendment to restore the previously approved funding levels for the following reasons:

1. There is a good chance that additional funding will be allocated to this project due to the deletion of a project from the 2015-2018 TIP program.
2. The City would need to re-apply for grant funding for any future phase 2 project and there is no guaranty that grant funding would be available for this project at that time.
3. The construction cost estimate is preliminary and conservative; meaning there may be opportunities through the design process to reduce the overall construction cost for the project.
4. Preliminary analysis suggests the intersection of Lacy Road and S. Syene Road will meet warrants for a traffic signal; a cost that was not included in our original estimate but has been included in the revised cost estimate. With the reactivation of the railroad corridor and the proximity of the tracks to the S. Syene Road intersection, the City may need to consider a traffic signal at this location sooner rather than later.

Should council approve this amendment, staff would strongly encourage the design process to continue for the entire length of the project. This will allow for a shelf-ready project to be available for potential funding opportunities and allow for a consistent design to be incorporated for the length of the project. It also allows for the public involvement process to continue for the entire length and develops a full understanding for how this roadway will look. The survey efforts and environmental documentation work has already begun for the entire project length, reducing any future design effort for phase 2 of the project.

Amendment from Patrick Stern to amend the project scope and cost

Staff would have the same response to this amendment as the amendment proposed by Alder Poole.

THE CITY OF Fitchburg WISCONSIN

2016-2020 Proposed Capital Project Amendment

Submitted by: Dan Carpenter Date: 6/29/15

Project # & Name: 3468 – Lacy Road to Syene Road reconstruction

SECTION I: Description of proposed amendment

The total for this project is much higher than it was originally anticipated. After talking to neighbors and residents who live on Lacy Road, it's become clear to me that constituents of District 3 have concerns. Among cost and details of what the new road will look like (with sidewalks, bike paths, a wider road, etc.) along with concerns regarding the process and what that means for the future of the city, it became clear that we need more time for the public to weigh in and digest the project moving forward. As a result, this amendment will move the funding for the project back to 2017-2018.

SECTION II: Changes to Project Costs

If amendment changes the costs identified in the capital improvement plan, please detail below. If not, skip to SECTION III

Cost Breakdown	Amount Identified in Plan	Proposed Revision	Proposed Amended Project Costs
Planning/Design/Engineering			
Construction			
Equipment/Vehicles/Furnishings			
Internal Staff Charges			
Other (describe) ROW acquisition			
Contingency			
Total			

SECTION III: Changes to Project Completion Year

Proposed Amendment modifies the identified year of project completion as follows:

Total Project Cost	2016	2017	2018	2019	2020
As Identified in Plan	$1,090,000	$2,680,000	$0	$0	$0
AS AMENDED	$0	$1,090,000	$2,680,000	$0	$0

SECTION IV: Changes to Funding Source

Proposed Amendment modifies the funding sources for the project as follows:

Source	2016	2017	2018	2019	2020
Property Tax Levy					
Borrowing					
Assessed					
Grants					
Other (describe)					
Utility Rates Assessed Other (describe)					
TOTAL					

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Clerk/Finance Director to Complete Below This Line

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Council Action on _____: Approved__ Amended__ Denied__

Vote: For ____ Against _____ Abstain _____

THE CITY OF Fitchburg WISCONSIN

2016-2020 Proposed Capital Project Amendment

Submitted by: Patrick Stern Date: 7/5/15

Project # & Name: 3468 Lacy Road Reconstruction

SECTION I: Description of proposed amendment

Based on this proposal not passing Board of Public Works, I believe the committee should weigh in on what proposed changes to the project would be acceptable. I am leaving the change amounts blank at this point for further input from the committee at the time of the public hearings or during our deliberations. However, an amendment to the project scope and costs clearly is reasonable for consideration based on the neighbor's concerns and the concerns of the Board of Public Works.

SECTION II: Changes to Project Costs

If amendment changes the costs identified in the capital improvement plan, please detail below. If not, skip to SECTION III

Cost Breakdown	Amount Identified in Plan	Proposed Revision	Proposed Amended Project Costs
Planning/Design/Engineering			
Construction			
Equipment/Vehicles/Furnishings			
Internal Staff Charges			
Other (describe)			
Contingency			
Total			

SECTION III: Changes to Project Completion Year

Proposed Amendment modifies the identified year of project completion as follows:

Total Project Cost	2016	2017	2018	2019	2020
As Identified in Plan					
AS AMENDED					

SECTION IV: Changes to Funding Source

Proposed Amendment modifies the funding sources for the project as follows:

Source	2016	2017	2018	2019	2020
Property Tax Levy					
Borrowing					
Assessed					
Grants					
Other (describe)					
Utility Rates Assessed Other (describe)					
TOTAL					

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Clerk/Finance Director to Complete Below This Line

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Council Action on _____: Approved__ Amended__ Denied__

Vote: For ____ Against _____ Abstain _____

THE CITY OF Fitchburg WISCONSIN

2016-2020 Proposed Capital Project Amendment

Submitted by: Carol Poole Date: 7-6-15

Project # & Name: 3486 Sidewalk Path Maintenance

SECTION I: Description of proposed amendment

Delete project

SECTION II: Changes to Project Costs

If amendment changes the costs identified in the capital improvement plan, please detail below. If not, skip to SECTION III

Cost Breakdown	Amount Identified in Plan	Proposed Revision	Proposed Amended Project Costs
Planning/Design/Engineering			
Construction/Maint	$320,000	-$320,000	$0
Equipment/Vehicles/Furnishings			
Internal Staff Charges			
Other Maint			
Contingency			
Total	$320,000	-$320,000	$0

SECTION III: Changes to Project Completion Year

Proposed Amendment modifies the identified year of project completion as follows:

Total Project Cost	2016	2017	2018	2019	2020
As Identified in Plan	$64,000	$64,000	$64,000	$64,000	$64,000
AS AMENDED	$0	$0	$0	$0	$0

SECTION IV: Changes to Funding Source

Proposed Amendment modifies the funding sources for the project as follows:

Source	2016	2017	2018	2019	2020
Property Tax Levy-Capital					
Borrowing					
Assessed					
Grants					
Other:					
Utility Rates Assessed Other (describe)					
TOTAL					

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Clerk/Finance Director to Complete Below This Line

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Council Action on _____: Approved__ Amended__ Denied__

Vote: For ____ Against _____ Abstain _____

Memo

City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711
608-270-4264
www.fitchburgwi.gov

To:	Fitchburg Common Council and Mayor
From:	Cory Horton, Director of Public Works/City Engineer
Date:	July 8, 2015
Subject:	CIP 3486 amendment to Sidewalk and Path Maintenance

This memo is in response to the amendments that have been proposed to the Sidewalk and Path Maintenance, CIP #3486.

Amendment from Carol Poole to remove the CIP item

Even though this project is listed as "NEW" it is mostly an accumulation of things already occurring. The sidewalk replacement program has previously been in the operating budget (vs. capital), the $1,000 for the bike parking pads was transferred from project #3427, and the park bike path maintenance was transferred from project #6259 (though the amount did increase).

Staff does not recommend full removal of this CIP for the following reasons:

- Sidewalk maintenance is needed for safety, liability, and ADA compliance. The funding for this CIP item is highly utilized every year. If the City did not have funding for sidewalk repairs, we would not have any mechanism to fix trip and other safety hazards.
- The park bike path maintenance is needed as many of our trails are in need of repairs. Pavement is deteriorating, and in many cases becoming dangerous (trip hazards, slip hazards, large bumps from tree roots, etc).
    - As of February 2012, we had 21.6 miles of paved bike paths. With the additional projects in the last few years, we are closer to 22 miles.
    - An estimated cost per mile to repave a bike path is $70,000. This amount includes $60,000 for black top and $10,000 for all other costs associated.
    - The $35,000 per year included in the current draft of the CIP equates to approximately 2,650 feet repaved each year and a 44 year lifecycle. Staff estimates the current life span of a path is in the 25-30 year range. In addition, as additional bike paths are installed, the costs to maintain our paths should be increased.

THE CITY OF Fitchburg WISCONSIN

2016-2020 Proposed Capital Project Amendment

Submitted by: Jake Johnson Date: 6/18/2015

Project # & Name: CIP #4631 North Water Main Loop to NEN

SECTION I: Description of proposed amendment

Remove item from 2015-2020 CIP until Conditions of Approval per WDNR decision have been met.

Source: http://dnr.wi.gov/topic/surfacewater/planning/fitchburg.html

WDNR DECISION reads:

Phase 1 and the majority of Phase 2a (see description of amendment area) are approved for addition to the Central Urban Service Area for the City of Fitchburg with the following conditions. CONDITIONS OF APPROVAL and then lists the conditions that must be met prior to any land disturbing activities.

SECTION II: Changes to Project Costs

If amendment changes the costs identified in the capital improvement plan, please detail below. If not, skip to SECTION III

Cost Breakdown	Amount Identified in Plan	Proposed Revision	Proposed Amended Project Costs
Planning/Design/Engineering	100,000	-100,000	0
Construction			
Equipment/Vehicles/Furnishings			
Internal Staff Charges			
Other (describe) maintenance	1,000,000	-1,000,000	0
Contingency			
Total	1,100,000	-1,100,000	0

SECTION III: Changes to Project Completion Year

Proposed Amendment modifies the identified year of project completion as follows:

Total Project Cost	2016	2017	2018	2019	2020
As Identified in Plan				80,000	1,020,000
AS AMENDED				removed	removed

SECTION IV: Changes to Funding Source

Proposed Amendment modifies the funding sources for the project as follows:

Source	2016	2017	2018	2019	2020
Property Tax Levy					
Borrowing					
Assessed					
Grants					
Other (describe)					
Utility Rates Assessed Other (describe)					
TOTAL				removed	removed

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Clerk/Finance Director to Complete Below This Line

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Council Action on _____: Approved__ Amended__ Denied__

Vote: For ____ Against _____ Abstain _____

Memo

City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711
608-270-4264
www.fitchburgwi.gov

To:	Fitchburg Common Council and Mayor
From:	Cory Horton, Director of Public Works/City Engineer
Date:	July 8, 2015
Subject:	CIP 4631 amendment to North Water Main Loop to the Northeast Neighborhood

This memo is in response to the amendments that have been proposed for the North Water Main Loop to the Northeast Neighborhood, CIP #4631.

Amendment from Jake Johnson to remove the CIP item until the WDNR conditions are met

Staff agrees that:

- The Wisconsin DNR approved the addition of two phases of the northeast neighborhood to the central urban service area with conditions.
- The conditions of approval must be met prior to land disturbing activities

While the conditions must be met prior to development, many of these conditions are typical of all development. There are some unique conditions that were placed on the approval; however it is not unreasonable to anticipate that these conditions could be resolved in a twelve month timeframe, if diligent work was put toward addressing the conditions.

In looking at the size of the two approved phases, only 20% of the approved phases would necessitate the installation of this water main. Water main is not installed until sufficient lots are developed to utilize the water within the pipe (for water quality), so if there is not development to support the project - it would not be installed.

While no one can predict exactly when this area will develop, it is conceivable that development could occur that would necessitate this project prior to 2020. For this reason, staff recommends keeping the project.

Amendment from Patrick Stern to move the project forward one year to 2018-2019

Staff does not see any harm in moving the CIP forward, as it would not be constructed until needed.

THE CITY OF Fitchburg WISCONSIN

2016-2020 Proposed Capital Project Amendment

Submitted by: Patrick Stern Date: 7/5/15

Project # & Name: 4631 North Water Main Loop

SECTION I: Description of proposed amendment

This project and the expansion could happen at any time. We should plan for it to happen, not for it not to happen.

SECTION II: Changes to Project Costs

If amendment changes the costs identified in the capital improvement plan, please detail below. If not, skip to SECTION III

Cost Breakdown	Amount Identified in Plan	Proposed Revision	Proposed Amended Project Costs
Planning/Design/Engineering			
Construction			
Equipment/Vehicles/Furnishings			
Internal Staff Charges			
Other (describe)			
Contingency			
Total			

SECTION III: Changes to Project Completion Year

Proposed Amendment modifies the identified year of project completion as follows:

Total Project Cost	2016	2017	2018	2019	2020
As Identified in Plan				80,000	1,020,000
AS AMENDED			80,000	1,020,000	

SECTION IV: Changes to Funding Source

Proposed Amendment modifies the funding sources for the project as follows:

Source	2016	2017	2018	2019	2020
Property Tax Levy					
Borrowing					
Assessed					
Grants					
Other (describe)					
Utility Rates Assessed Other (describe)					
TOTAL					

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Clerk/Finance Director to Complete Below This Line

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Council Action on _____: Approved__ Amended__ Denied__

Vote: For ____ Against _____ Abstain _____

THE CITY OF Fitchburg WISCONSIN

2016-2020 Proposed Capital Project Amendment

Submitted by: Jake Johnson Date: 7/2/15

Project # & Name: #6212 McKee Park Improvement - Lights

SECTION I: Description of proposed amendment

Subtract $5,000 from this skating rink lights sub-item. Specifically, change the 2016 item "3 additional lights at skating rink" to "2 additional lights at skating rink" and adjust this item to be $11,500 instead of $16,500 and remove this $5,000 from the capital project levy.

SECTION II: Changes to Project Costs

If amendment changes the costs identified in the capital improvement plan, please detail below. If not, skip to SECTION III

Cost Breakdown	Amount Identified in Plan	Proposed Revision	Proposed Amended Project Costs
Planning/Design/Engineering			
Construction			
Equipment/Vehicles/Furnishings			
Internal Staff Charges			
Other (describe) maintenance of existing facilities	141,500	-5,000	136,500
Contingency			
Total	141,500	-5,000	136,500

SECTION III: Changes to Project Completion Year

Proposed Amendment modifies the identified year of project completion as follows:

Total Project Cost	2016	2017	2018	2019	2020
As Identified in Plan	46,500	25,000	35,000	35,000	
AS AMENDED	41,500	25,000	35,000	35,000	

SECTION IV: Changes to Funding Source

Proposed Amendment modifies the funding sources for the project as follows:

Source	2016	2017	2018	2019	2020
Property Tax Levy					
Borrowing					
Assessed					
Grants					
Other (describe)					
Utility Rates Assessed Other (describe)					
TOTAL					

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Clerk/Finance Director to Complete Below This Line

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Council Action on _____: Approved__ Amended__ Denied__

Vote: For ____ Against _____ Abstain _____

THE CITY OF Fitchburg WISCONSIN

2016-2020 Proposed Capital Project Amendment

Submitted by: Jake Johnson Date: 6/18/2015

Project # & Name: #6261 Nine Springs

SECTION I: Description of proposed amendment

1) Reduce the 2016 expenditure by $20,000 to $60,000.

2) Under "Justification", add the following items g and h:

g. Lease payments from the city to the golf course operator would be phased out over 5 years.

h. Current lease 5.6 and 5.7 sections would remain included.

SECTION II: Changes to Project Costs

If amendment changes the costs identified in the capital improvement plan, please detail below. If not, skip to SECTION III

Cost Breakdown	Amount Identified in Plan	Proposed Revision	Proposed Amended Project Costs
Planning/Design/Engineering			
Construction	$80,000	-$20,000	$60,000
Equipment/Vehicles/Furnishings			
Internal Staff Charges			
Other (describe) Proposal 2			
Contingency			
Total	$80,000	-$20,000	$60,000

SECTION III: Changes to Project Completion Year

Proposed Amendment modifies the identified year of project completion as follows:

Total Project Cost	2016	2017	2018	2019	2020
As Identified in Plan					
AS AMENDED					

SECTION IV: Changes to Funding Source

Proposed Amendment modifies the funding sources for the project as follows:

Source	2016	2017	2018	2019	2020
Property Tax Levy					
Borrowing					
Assessed					
Grants					
Other (describe)					
Utility Rates Assessed Other (describe)					
TOTAL					

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Clerk/Finance Director to Complete Below This Line

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Council Action on _____: Approved__ Amended__ Denied__

Vote: For ____ Against _____ Abstain _____

Memo
Date: July 9, 2015
To: Misty Dodge – Finance Director
From: Endl – Parks, Recreation & Forestry
Ref: General comments/additional information on 2016 – 2020 CIP proposal amendments

Project #6261 – Alder Jake Johnson: Nine Springs Golf Course

I appreciate Alder Johnson's amendment and his commitment to Park & Recreational services and amenities for the Nine Springs Golf Course area.

Please find below further clarification, highlighted in red, to this CIP in consideration to Mr. Larsen's CIP proposal as provided to the Board of Public Works/Finance Committee meeting on June 22, 2015.

a. City reserves the patio/screened in area (similar to Community Center) and coordinates rentals with an 80/20 split on cost 80% to the city 20% to NSGC for staff and cleanup. This does not include outings and events held by Fitchburg recreation, NSGC or Mr. Larsen.
b. City utilizes this facility for offering of recreational programming
c. Mr. Larsen and NSCG LLC may rent this patio/screened in area if he chooses. Mr Larson and NSCG will not have to pay a rental fee for they are responsible for insurance, staffing, and upkeep of the facility on a daily basis.
d. Mr. Larsen will be offered as a potential caterer for events held in this patio. City receives a 10 % of this catering fee. NSGC will not be responsible for any catering, however, NSGC would allow patrons to book an outside catering company of their choice, and/or use the outside grill. NSGC will provide concessions and beer on tap or cans, and no hard alcohol is allowed or will be provided by NSGC. Per state statute, no beer can be brought in purchased elsewhere.
e. If City utilizes Mr. Larson as coordinator for activities he would qualify for the 80/20 program agreement.
f. There would be a resident / non-resident green fee rate structure.

I would recommend addressing Alder Johnson's amendment, to include proposal #2 items c & d, during the 2016 operation budget/lease negotiations process.

Reducing the amount for $80,000 to $60,000 would reduce the ability to add the patio/screened in area. This would also reduce additional revenue from this facilities use. This $60,000 would be very beneficial in updating the current club house facility.

TO: City of Fitchburg Common Council, Mayor, Parks Department and City Attorney

FROM: Dan Larsen: 608-335-8944

RE: CIP Account #6261

Good Morning:

After reviewing the CIP Account #6261 relating to $80,000 by the City of Fitchburg to renovate the Nine Springs Golf Course (NSGC) Clubhouse, I wanted to make sure the Common Council, Mayor, Parks Department and City Attorney are aware of my thoughts, goals and desires with this proposal. I've made a few changes to the proposal below that indicate what NSGC wants to see with this proposal moving forward.

Proposal 1 (80,000) used to redo the Clubhouse including additional patio and screened in area:

A. City reserves the patio (similar to the Community Center and coordinates rentals with an 80/20 split on cost 80% to the city 20% to NSGC for staff and cleanup. This does not include outings and events held by Fitchburg recreation, NSGC or Mr. Larsen.
B. City utilizes this facility for offering recreational programming.
C. Mr. Larsen and NSGC LLC will not have to pay a rental fee for they are responsible for insurance, staffing, and upkeep of the facility on a daily basis.
D. NSGC will not be responsible for any catering, however, NSGC would allow patrons to book an outside catering company of their choice, and/or use the outside grill. NSGC will provide concessions and beer on tap or cans, and no hard alcohol is allowed or will be provided by NSGC. Per state statute, no beer can be brought in purchased elsewhere.
E. If the City of Fitchburg utilizes Mr. Larsen as coordinator for activities he would qualify for the 80/20 program agreement.
F. There would be a resident / non-resident green fee structure

Please don't hesitate to contact me with any questions, or schedule a time to discuss the proposal in person, or to come and see the clubhouse and gold/disc course.

To be clear, I did not ask for this in the CIP, but after reviewing both proposals, I believe this option is the best one for the neighborhood, surrounding community and City moving forward. This option allows even more members of the community to enjoy the space at NSGC and I truly believe an improved clubhouse will provide a community-based place and center to a neighborhood that needs one.

Sincerely,

Dan Larsen – NSGC Operator

THE CITY OF Fitchburg WISCONSIN

2016-2020 Proposed Capital Project Amendment

Submitted by: Dan Carpenter Date: 6/29/15

Project # & Name: 6351 – Senior/Community Center Furnishings

SECTION I: Description of proposed amendment

This amendment removes $19,000 from 2016 and moves it to 2020.

SECTION II: Changes to Project Costs

If amendment changes the costs identified in the capital improvement plan, please detail below. If not, skip to SECTION III

Cost Breakdown	Amount Identified in Plan	Proposed Revision	Proposed Amended Project Costs
Planning/Design/Engineering			
Construction			
Equipment/Vehicles/Furnishings			
Internal Staff Charges			
Other (describe)			
Contingency			
Total			

SECTION III: Changes to Project Completion Year

Proposed Amendment modifies the identified year of project completion as follows:

Total Project Cost	2016	2017	2018	2019	2020
As Identified in Plan	$19,000	$16,000	$10,000	$10,000	$0
AS AMENDED	$0	$16,000	$10,000	$10,000	$19,000

SECTION IV: Changes to Funding Source

Proposed Amendment modifies the funding sources for the project as follows:

Source	2016	2017	2018	2019	2020
Property Tax Levy					
Borrowing					
Assessed					
Grants					
Other (describe)					
Utility Rates Assessed Other (describe)					
TOTAL					

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Clerk/Finance Director to Complete Below This Line

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Council Action on _____: Approved__ Amended__ Denied__

Vote: For ____ Against _____ Abstain _____

Fitchburg Senior Center
5510 Lacy Road
Fitchburg, WI 53711-5318
Phone: (608)270-4290
Fax: (608)270-4296
www.city.fitchburg.wi.us

Date: July 9, 2015
To: Misty Dodge, Finance Director
Cc: City Council
From: Jill McHone, Senior Center Director
Subject: CIP Amendment - 6351 Senior/Community Center Furnishings

The CIP amendment to 6351 Senior/Community Center Furnishings recommends moving $19,000 from the year 2016 to the year 2020. The $19,000 is allocated for table replacement in the Stoner Prairie Dining Room and the addition of a ceiling projector in the Stoner Prairie Dining Room.

These 2 projects are the final phase of the upgrade to our building following the construction and renovation completed in 2012. The infrastructure for the AV equipment was put in place during the construction with the intent of installing and upgrading each room to expand their functionality for departments as well as user groups.

We are currently looking at an upgrade to the table tops only rather than complete replacement in hopes of saving money. This also is the final stage in upgrading the furnishings in that room. The tables we have are the originals and were purchased in 1988.

It is my goal to complete these upgrades sooner rather than later, therefore I would like to request that the money remain in the 2016 CIP for these upgrades.

THE CITY OF Fitchburg WISCONSIN

2016-2020 Proposed Capital Project Amendment

Submitted by: Patrick Stern Date: 7/5/15

Project # & Name: NEW – Dog Park

SECTION I: Description of proposed amendment

This additional CIP amendment would implement planning for a dog park in 2017, and matching grants in 2018 to fund helping a private group fundraise to establish a dog park on the vacant park land on the corner of Fish Hatchery and Irish Lane, most recently home to the demolished white house that the city owns.

SECTION II: Changes to Project Costs

If amendment changes the costs identified in the capital improvement plan, please detail below. If not, skip to SECTION III

Cost Breakdown	Amount Identified in Plan	Proposed Revision	Proposed Amended Project Costs
Planning/Design/Engineering	$0	+$2,500	$2,500
Construction			
Equipment/Vehicles/Furnishings	$0	+$45,000	$45,000
Internal Staff Charges	$0	+$2,500	$2,500
Other (describe)			
Contingency			
Total	$0	+$50,000	$50,000

SECTION III: Changes to Project Completion Year

Proposed Amendment modifies the identified year of project completion as follows:

Total Project Cost	2016	2017	2018	2019	2020
As Identified in Plan		$0	$0		
AS AMENDED		$5,000	$45,000		

SECTION IV: Changes to Funding Source

Proposed Amendment modifies the funding sources for the project as follows:

Source	2016	2017	2018	2019	2020
Property Tax Levy		$5,000			
Borrowing		$45,000			
Assessed					
Grants					
Other (describe)					
Utility Rates Assessed Other (describe)					
TOTAL					

==========

Clerk/Finance Director to Complete Below This Line

==========

Council Action on _____: Approved__ Amended__ Denied__

Vote: For ____ Against _____ Abstain _____

Memo
Date: July 9, 2015
To: Misty Dodge – Finance Director
From: Endl – Parks, Recreation & Forestry
Ref: General comments/additional information on 2016 – 2020 CIP proposal amendments

New Project Alder Patrick Stern – Dog Park

Staff would recommend that the site for the dog park be determined through an objective criteria evaluation process. We should not limit ourselves to the Fish Hatchery – Irish Lane location for the siting of a potential dog park.

Lisa Sanford

From: noreply@civicplus.com
Sent: Thursday, July 02, 2015 8:20 PM
To: Lisa Sanford
Subject: Online Form Submittal: Mayoral Appointment Application Form

Mayoral Appointment Application Form

Select the Board, Commission, or Committee applying for	Parks Commission
First Name	Eric
Last Name	Wilcots
Address (Public Use)	5596 Polworth St
City	Fitchburg
State	WI
Zip	53711
Phone Number (Public Use)	6082719244
Cell Phone	*Field not completed.*
Work Phone	*Field not completed.*
Occupation/Title	Professor
Email (Public Use)	*Field not completed.*
PFC Applicants Only:	*Field not completed.*
Transportation and Transit Commission Applicants Only	*Field not completed.*
Background experience or education that might be pertinent, including volunteer work:	I coached youth soccer and baseball/softball in Fitchburg Rec for a nine and my family and I are regular users of the bike trails, including the mountain bike trails.
Reasons for your	I am interested in helping to continue the growth and

interest/willingness to serve the residents of Fitchburg through this appointment:	improvement of Fitchburg's parks and expanding their usage.
Community activities in which you have participated:	*Field not completed.*
Are you currently serving on other Boards, Commissions, or Committees with the City of Fitchburg?	No
If yes, which	*Field not completed.*
Have you served on a Board, Commission, or Committee in Fitchburg before?	No
If yes, which	*Field not completed.*
Please list organization memberships and positions held	*Field not completed.*

Email not displaying correctly? View it in your browser.

Lisa Sanford

From: noreply@civicplus.com
Sent: Thursday, July 09, 2015 4:50 PM
To: Lisa Sanford
Subject: Online Form Submittal: Mayoral Appointment Application Form

Mayoral Appointment Application Form

Select the Board, Commission, or Committee applying for	Board of Review
First Name	Richard
Last Name	Stern
Address (Public Use)	2935 South Fish Hatchery Rd. #123
City	Madison
State	Wisconsin
Zip	53711
Phone Number (Public Use)	6084460600
Cell Phone	6084460600
Work Phone	6084460600
Occupation/Title	Commercial Real Estate Broker
Email (Public Use)	richardsternbroker@gmail.com
PFC Applicants Only:	*Field not completed.*
Transportation and Transit Commission Applicants Only	*Field not completed.*
Background experience or education that might be pertinent, including volunteer work:	I have over 25 years of Real Estate Sales, development and consulting work in the Madison Area. I have been a licensed Realtor since 1995. I have owned, developed, purchased and sold all types of real estate from single family houses to Senior Housing Complexes. I have analytical skills I have honed through acquiring a Masters Degree in Engineering from the

	UW-Madison and working for over 7 years for IBM.
Reasons for your interest/willingness to serve the residents of Fitchburg through this appointment:	I believe it is our Civic duty to repay our government for the support they provide by volunteering. Fitchburg is one of the great places to live in the world and I hope that I can help to keep it that way through good government and my volunteer work.
Community activities in which you have participated:	I was a volunteer on the steering committee for the RPC which eventually became CARPC. I have coached in Fitchburg Recreational Soccer for a number of years as my children were growing up. I was paying back for the great coaches that changed my life growing up. I have also coached Junior High Girls Basketball and was an assistant coach for Girls Tennis
Are you currently serving on other Boards, Commissions, or Committees with the City of Fitchburg?	No
If yes, which	*Field not completed.*
Have you served on a Board, Commission, or Committee in Fitchburg before?	No
If yes, which	*Field not completed.*
Please list organization memberships and positions held	Broker on the Wisconsin Realtors Association. A past member of the ICSC and continue to be member in the many other professional broker exchange groups throughout the country related to real estate. valuations and trends in the marketplace.

Email not displaying correctly? View it in your browser.

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

DRAFT MINUTES
FITCHBURG COMMON COUNCIL
JUNE 23, 2015
7:30 P.M.
CITY HALL

1. **CALL TO ORDER -** Mayor Arnold called the meeting to order at 7:33 p.m.

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL** Julia Arata-Fratta, Dan Carpenter, Jason Gonzalez, Tony Hartmann, Jake Johnson, Dorothy Krause (7:53pm), Carol Poole, and Patrick Stern. Others Present: Mark Sewell, City Attorney, Tracy Oldenburg, Deputy Clerk, and Patti Anderson, City Clerk.

4. **PUBLIC APPEARANCES NON-AGENDA ITEMS / NEW APPOINTMENTS**
   A. **Public Hearing** – 2016-2020 Capital Improvement Plan
      1. Mayor Arnold opened the public hearing at 7:35 p.m.
      2. No members of the public were present for the hearing.
      3. Public hearing was closed at 7:35 p.m.

   B. **Mayoral Appointments** *(* Indicates Short Term Due to Vacancy or to Properly Stagger Terms)*
      1. **New Appointments**
         a. EMS Commission – Katherine Sanders, Term Expires 4/21/2017
         b. Zoning Board of Appeals – Kari Myrland, Term Expires 4/21/2018
         c. Zoning Board of Appeals – Kelsey Henriquez, Term Expires 4/18/2017
         d. Motion by Johnson, 2nd by Hartmann to **approve** the New Appointments.
         e. Katherine Sanders registered and answered questions from the Council.
         f. Kelsey Henriquez, applicant for Zoning Board of Appeals registered to speak if needed.
         g. **Motion carried.**

5. **CONSENT AGENDA**
   A. **APPROVAL OF MINUTES** – June 9, 2015

   B. **REFERRALS TO COMMISSIONS AND COMMITTEE**
      Ordinance 2015-O-16 An Ordinance to Adopt the 2015 Amendments to the Comprehensive Plan for the City of Fitchburg in Dane County, Wisconsin ***(Plan)***
      . **Resolution R-68-15** Authorizing Acceptance of the Enterprise Content Management System Proposal from Naviant, Inc. ***(Finance)***

   C. **Public Safety & Human Services**
      1. **Temporary Operator Licenses: (Issuance Contingent upon Payment of all Fees Owed to City of Fitchburg)** Books and Brews, Sharanya Dayal, Mary Dilba, Michael Everson, Patrick Keller, Mary Power, Wendy Rawson, Dennis Rego, Scott Wieneke and Maggie Wysoki. Bike for Boys & Girls Club, Joseph Fernhole, Matthew Hamilton, Robert Montgomery

2. **Consideration of the Following Application for Temporary Class "B"/"Class B" Retailers License "Picnic License" (Issuance Contingent upon Payment of all Fees Owed to City of Fitchburg) – For Sale of Fermented Malt Beverages and Wine**
   a. Friends of the Fitchburg Library, 5530 Lacy Road, Fitchburg WI to hold Books and Brews Event on Saturday, July 11, 2015 from 6:30 p.m. to 9:30 p.m. at The Fitchburg Public Library, 5530 Lacy Road, Fitchburg, WI 53711

   b. Boys & Girls Club of Dane County, 1818 W. Beltline Hwy, Madison, WI to hold a Charity Bike Ride on Saturday July 18, 2015 from 11:30 a.m. to 2:00 p.m. at McKee Farms Park, 2930 Chapel Valley Road, Fitchburg, WI

3. Lucas Glasgow, Store Director for Fitchburg Hy-Vee, located at 2920 Fitchrona Road, Fitchburg, WI, has requested a change in the premise description for Friday, July 17, 2015 to allow for serving of alcohol in the east side of the parking lot for a Fundraiser Event during the hours of 4:00 p.m. to 8:00 p.m.

4. **Consideration of the Following Fermented Malt Beverage and Intoxicating Liquor Licenses: (Issuance Contingent upon Payment of all Fees owed to The City of Fitchburg) All are renewal applications.**

   CLASS "B"/"CLASS B" FERMENTED MALT BEVERAGE & INTOXICATING LIQUOR
   Schneids LLC, 2952 Fish Hatchery Road – DBA Schneids Sports Bar & Grill – John A. Schneider, Agent

   CLASS "B" FERMENTED MALT BEVERAGE RETAIL LICENSE AND RESERVE "CLASS B" INTOXICATING LIQUOR RETAIL LICENSE
   CLS Holdings, LTD, 5266 Williamsburg Way – DBA Picasso's – Chadwick Leppien, Agent

   DTL Holdings, LLC, 2951 Triverton Pike Drive – DBA Liliana's Restaurant – David Parry Heide, Agent

   Funk's, LLC, 5956 Executive Drive – DBA Funk's Pub – Jeffery J. Funk, Agent

   Hatchery Hill Hotel, LLC, 2969 Cahill Main – DBA Wyndham Garden – David A. Schutz, Agent

   Hatchery Hill Hotel Two, LLC, 5421 Caddis Bend – DBA Candlewood Suites – David A. Schutz, Agent

   Hatchery Hill Restaurant, Inc., 3040 Cahill Main – DBA Casa del Sol – David A. Schutz, Agent

   Tuscany Mediterranean Grill, LLC, 2969 Cahill Main - DBA Tuscany Mediterranean Grill – David A. Schutz, Agent

   CLASS "B" FERMENTED MALT BEVERAGE
   Thai Noodles, LLC, 5957 McKee Road #103 – DBA Thai Noodles – Ryan Farrell, Agent

   CLASS "A" FERMENTED MALT BEVERAGE
   LaConcha, LLC, 3054 Fish Hatchery Road – DBA LaConcha Bakery & Deli – Tomas Ballesta, Agent

   CLASS "A"/"CLASS A" FERMENTED MALT BEVERAGE & INTOXICATING LIQUOR
   Blow Dry Style Lounge, LLC, 5956 Executive Drive – DBA Blow Dry Style Lounge – Mary Lue Arvans, Agent

5. Motion by Stern, 2nd by Poole to **approve** the consent agenda.
6. Bob Sieger, Architect - registered in support of the amendments to the Comprehensive Plan.
6. **Motion carried.**

6. **ADMINISTRATOR'S REPORT –** Attorney Mark Sewell gave the administrator report.

7. **COMMISSION/COMMITTEE REPORTS**

A. **Plan Commission**

1. Motion by Poole, 2nd by Johnson to **approve** **Resolution R-63-15** A Resolution Directing the City's Agriculture and Rural Affairs Committee to Develop the Agriculture Plan
   a. **Motion carried.**

2. Motion by Poole, 2nd by Stern to **approve** **Resolution R-69-15** A Resolution Approving Certified Survey Map Request CS-2060-15 by Randall Guenther of Downtown Fitchburg II LLC, to Divide Property at Syene Road and Clayton Road, Property in Section 11, into 3 Parcels
   a. **Motion carried.**

3. Motion by Poole, 2nd by Carpenter to **approve** **Resolution R-70-15** A Resolution Approving Certified Survey Map Request CS-2062-15 by Robert Blettner, Agent for Marketplace of Fitchburg LLC, to Reconfigure Lots 2 and 3 of CSM 9367 into a New Two-Lot CSM
   a. **Motion carried.**

4. Motion by Poole, 2nd by Krause to **approve** **Ordinance 2015-O-17** Zoning Ordinance Amendment Approving Rezoning Request RZ-2058-15 by Tom Weigand, to Rezone Property Addressed as 5352 King James Way, Lot 2 CSM 10250, from the B-G (General Business) District to the B-H (Business Highway) District
   a. **Motion carried.**

5. Motion by Poole, 2nd by Krause to **approve** **Ordinance 2015-O-18** Zoning Ordinance Amendment Approving Rezoning Request by John Seamon, Agent for Benjamin Properties, to Rezone Lot 2 CSM 05649, Property Addressed as 5400 King James Way from the B-H (Business Highway) to the B-G (General Business) District
   a. **Motion carried.**

6. Motion by Poole, 2nd by Carpenter to **approve** **Ordinance 2015-O-19** Planned Development District Amending Specific Implementation Plan Zoning for Lot 32 Fitchburg Technology Campus – First Addition, Relative to Blade Sign for Atomic Koi
   a. **Motion carried.**

7. Motion by Poole, 2nd by Arata-Fratta to **approve** **Ordinance 2015-O-20** Planned Development District Amending Specific Implementation Plan Zoning for Lot 4 Hatchery Hill, Relative to Convenience Cash Business at 5401 Caddis Bend
   a. **Motion** by Johnson to bring forward an amendment subject to a lease agreement for vacated space from EZ Money within twelve months.
   b. Motion failed for lack of a second.
   c. Robert Rowe, representing Pranke Holdings registered and answered questions from the Council.
   d. **Motion carried**, with Johnson voting nay.

8. Motion by Poole, 2nd by Carpenter to **approve** **Ordinance 2015-O-21** Planned Development District Amending General Implementation Plan Zoning for Lot 1 CSM 12135, to Allow a Retail/Food Service and a Financial Institution in Two Separate Buildings
   a. **Motion carried.**

B. **Board of Public Works**

C. **Park Commission**

D. **Library Board**

E. **Commission on Aging**

F. **Resource Conservation Commission**

G. **Transportation & Transit Commission**

H. **Community & Economic Development Authority**

I. **Agriculture & Rural Affairs Committee**

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

8. **STANDING COMMITTEE REPORTS**

A. **Finance Committee**

1. Stern reported that Finance reviewed a batch of bills **Under $25,000 or Previously Pre-Approved** General Checks 111206 through 111368 dated June 18, 2015 Total $310,986.78

2. Motion by Stern, 2nd by Carpenter to approve **Bills for $25,000** or more Batch Dated June 18, 2015 - $97,565.68
   a. **Motion carried.**

3. Motion by Stern, 2nd by Carpenter to **amend Resolution R-67-15** Adopting the 2016 Annual City Budget Schedule
   a. Proposed amendments include:
      1. September 23rd to include sending the official notice to the newspaper as well as emailed notice to the Neighborhood Associations as listed on the City website.
      2. October 15th – extending the deadline for amendments to 4:30 p.m.
   b. There was lengthy debate regarding the extension deadline for amend submittal.
   c. Call to question by Carpenter, 2nd by Gonzalez.
   d. Motion carried as amended.

B. **Personnel Committee**

C. **Public Safety & Human Services**

9. **MAYOR'S REPORT**

A. Mayor Arnold presented the Mayor's report

B. Alder District Reports

10. **UNFINISHED BUSINESS** - None

11. **NEW BUSINESS** - None

12. **ANNOUNCEMENTS**

A. Next Committee of the Whole Meeting, June 24, 2015
B. Next Common Council Meeting, July 14, 2015

13. Motion by Hartmann, 2nd by Carpenter to adjourn.

A. **Motion carried.** Time: 9:13 p.m.

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

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred: **July 14, 2015** Ordinance Number:
Date to Report Back**: July 28, 2015** Resolution Number: R-XX-15

Sponsored by: Mayor Drafted by: Planning / Zoning

TITLE: Comprehensive Development Plan Request CDP-2045-14A by Tony Heinrichs, Agent for Fahey Land LLC, for a Residential Development for the Fahey Fields Development Project, on Property Located near Nobel Drive

Background: Applicant is requesting approval of an amendment to the Comprehensive Development Plan for Fahey Fields.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Plan Commission	Hovel/Sloper	July 21, 2015	
2	Park Commission	Endl	July 9, 2015	

Amendments:

THE CITY OF Fitchburg	City of Fitchburg Planning/Zoning Department 5520 Lacy Road Fitchburg, WI 53711 (608-270-4200)	**LAND DIVISION APPLICATION**

The undersigned owner, or owner's authorized agent, of property herein described hereby submits ten (10) copies of the attached maps, one (1) copy no larger than 11" x 17", and one (1) pdf document of the complete submittal (planning@fitchburgwi.gov) for approval under the rules and requirements of the Fitchburg Land Division Ordinance.

1. Type of Action Requested:

- ☐ Certified Survey Map Approval
- ☐ Preliminary Plat Approval
- ☐ Final Plat Approval
- ☐ Replat
- ☒ Comprehensive Development Plan Approval

2. Proposed Land Use (Check all that Apply):

- ☒ Single Family Residential
- ☐ Two-Family Residential
- ☒ Multi-Family Residential
- ☐ Commercial/Industrial

3. No. of Parcels Proposed: 137

4. No. Of Buildable Lots Proposed 125

5. Zoning District: Existing: A-T; Transitional Agriculture Proposed: R-LM; Low to Medium Density Residential

6. Current Owner of Property: Fahey Land LLC

Address: 5370 Irish Lane, Fitchburg, WI 53711 **Phone No:** (608) 271-3878

7. Contact Person: Tony Heinrichs

Email: tonyheinrichs@aol.com

Address: 702 N. High Point Road, Suite 200, Madison, WI 53717 **Phone No:** (608) 235-9220

8. Submission of legal description in electronic format (MS Word or plain text) by email to: planning@fitchburgwi.gov

Pursuant to Section 24-2 (4) of the Fitchburg Land Division Ordinance, all Land Divisions shall be consistent with the currentlyadopted City of Fitchburg Comprehensive Plan.

Respectfully Submitted By: Tony Heinrichs — Tony Heinrichs

Owner's or Authorized Agent's Signature — Print Owner's or Authorized Agent's Name

PLEASE NOTE - Applicants shall be responsible for legal or outside consultant costs incurred by the City. Submissions shall be made at least four (4) weeks prior to desired plan commission meeting.

For City Use Only: **Date Received:** _____

Ordinance Section No. _____ **Fee Paid:** _____

Permit Request No. _____

Comprehensive Development Plan
Fahey Fields
Fitchburg, WI

Irish 1855 Development LLC
Fitchburg, WI
June 23rd, 2015

Prepared by:
D'Onofrio, Kottke & Associates Inc.
7530 Westward Way
Madison, WI 53717
608-833-7530
Nathan G. Oswald, E.I.T.

FN: 15-05-103

Contact Information Sheet for Fahey Fields

Land Owner/Subdivider	Tony Heinrichs 702 N. High Point Road, Suite 200 Madison, WI 53717 Phone: 608-836-9444 Email: tonyheinrichs@aol.com
Land Owner/Subdivider	David Fahey 5376 Irish Lane Madison, WI 53711 Phone: 608-658-0174 Email: faheyfields1@gmail.com
Planner/Surveyor/Civil Engineer	D'Onofrio, Kottke & Associates, Inc Ron Klaas, P.E. Brett Stoffregan, R.L.S. 7530 Westward Way Madison, WI 53719 Phone: 608-833-7530 Email: rklaas@donofrio.cc bstoffregan@donofrio.cc

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1 Introduction

D'Onofrio, Kottke & Associates Inc. has prepared this Comprehensive Development Plan (CDP) for the proposed Fahey Fields development project. The CDP will be used as the guide for developing the former 80 acre parcel owned by Fahey Land LLC located near Nobel Drive. A mix of residential neighborhood, park land, and a potential school site are included in the proposed development, which will meet the City of Fitchburg's and the McGaw Park Neighborhood Plan's minimum standards and requirements.

This CDP is submitted for review and approval by the City of Fitchburg under Zoning Ordinance Chapter 22.

2 Existing Conditions

2.1 Site Location

The subject property is composed of 80 acres and is located north of Irish Lane and south of Lacy Road. It is the northerly 80 acres of Lot 2, CSM 9896, within Section 15 of the City of Fitchburg. The property is approximately bounded by:

- South: Fahey family farm and Irish Lane.
- North: The Crossing Condominium property, Waterford Glen, and vacant land owned by Joe and Karen Rueden.
- East: McGaw Park and the Stoneman family farm
- West: Fitchburg Technology Campus and Bowman farms

Figure 1 illustrates the project location and the surrounding existing area.

2.2 Zoning

The property is currently zoned as A-T (Transitional Agriculture) development as shown in **Figure 2**. **Figure 3** illustrates the location of the development within the McGaw Park Neighborhood Plan future development map. We plan on zoning the single family lots as R-LM (Low to Medium Density District) and multi-family lots as PDD (Planned Development District) as defined by Chapter 22 in the City of Fitchburg's ordinances. The multi-family development is planned to have a density similar to The Vue and the density proposed at Quarry Vista.

2.3 Topography

Figure 4 displays the existing conditions of the project site which currently functions as cultivated farmland.

2.4 Soil Information

The project site's existing soil consists of mostly Ringwood silt loam (65%) at 6 to 12 percent slopes, Griswold loam (25%) at 2 to 6 percent slopes, and small amount of Plan silt loam (10%) at 2 to 6 percent slopes, according to the Natural Resources Conservation Service Web Soil Survey

(http://websoilsurvey.nrcs.usda.gov). Based on the web soil survey, all of the existing soils are assigned to a hydrologic soil group B, which consists of "soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission." **Figure 5** shows the location of the different soil types.

Prior to construction of the proposed development, soil borings will be performed and analyzed.

2.5 Natural Features

The "Heritage and Specimen Tree Assessment" section on page 3-41 of the McGaw Park Neighborhood Plan states that National Resource Consultants (NRC) has located 33 heritage trees and 56 specimen trees in the study area of the McGaw Park Neighborhood Plan. However, there are no specimen or heritage trees located within the proposed development according to the McGaw Park Neighborhood Plan. This was confirmed with a site visit as well.

2.6 Environmental Designations

According to the Wisconsin Wetland Inventory on the DNR Surface Water Data Viewer, the proposed project site contains a "small area of wetland too small to delineate". Approximately 300 feet to the west of the proposed site contains a wetland indicator which will not influence construction of the proposed development. **Figure 6** displays the existing wetland and wetland indicators. However, during the site visit, no wetland vegetation was observed, and therefore, we do not believe there is any wetland within the project.

Existing environmental corridor locations within and near the project site are shown in **Figure 7** and are incorporated in the development design to be unbuildable land.

2.7 Surface Runoff

The storm water surface runoff of the pre-developed site currently drains to the north which eventually drains to the McGaw regional detention basin. Fahey Fields is located within the Yahara River and Lake Monona watershed within the Lower Rock watershed as shown in **Figure 8** according to Dane County Land & Water Resources.

3 Proposed Development

3.1 Proposed Site Plan

The proposed Fahey Fields development consists of a mixed residential neighborhood with approximately 124 single family dwelling units located on 39.7 acres and 321 multi-family units on 14.6 acres. Since the proposed development is located in a residential area with a minimum average density of 10 DU/Ac according to the McGaw Neighborhood Plan Growth Model (page 1-12), the gross density for the proposed site will meet or exceed the minimum required DU/Ac for each respective zone.

A north-south path is planned to be constructed through the Techlands Park to the south of Nobel Drive. We plan to construct a bike path north of Nobel Drive through outlot 1 to the northern property line and continue the path east, to McGaw Park.

3.2 Proposed Utility Plan

The western half of the proposed development will be serviced by the 10" sanitary sewer stubbed to the plat line from Fahey Glen (by the Woods Hollow Interceptor). The eastern half of the development will be serviced by the 8" sanitary sewer that is stubbed to the west end of Harvest Way in The Crossing (by the Syene Interceptor). 10" sanitary sewer shall be installed on Fahey Glen, form the north plat line to the intersection of Nobel Drive, and 8" sanitary sewer shall be installed throughout the remainder of the plat.

A 10-inch sanitary sewer with a minimum slope of 0.4% has a capacity of 1.63 cfs. Using 150 gpd for multi-family units (180 units) and 225 gpd for single family residential units (47 units) with a peak factor of 4, the development will produce 0.23 cfs during peak periods.

An 8-inch sanitary sewer with a minimum slope of 0.4% has a capacity of 0.90 cfs. Using 150 gpd for multi-family units (0 units) and 225 gpd for single family residential units (68 units) with a peak factor of 4, the development will produce 0.09 cfs during peak periods.

MMSD fees, Woods Hollow Interceptor fees, and Syene Interceptor fees will be paid for at the time of platting.

Public water main will be extended from Nobel Drive and Fahey Glen and looped throughout the project. All buildings at an elevation of 1007' or less that have water services fed from Nobel Drive and Fahey Glen plat connections will require pressure reducing valves. Those buildings will have water pressures greater than 80 psi.

Water impact fees will be paid for prior to the City of Fitchburg's release of any building permits. These fees are included with each building permit.

The proposed sanitary sewer and water main layout will be reviewed by the City of Fitchburg's Utility Project Engineer prior to construction.

3.3 Proposed Street Plan

All streets located within the proposed project will be designed to meet all of the public road specification requirements for the City of Fitchburg (Chapter 27, division 6) and McGaw Park Neighborhood Plan.

We would like to propose a reduced speed limit of 25 mph for both Notre Dame Drive and Fahey Glen through this neighborhood. This would assist with traffic calming at intersections and at the mid-block path crossings. Table-top type speed bumps are proposed at the mid-block path crossings.

3.4 Proposed Park

McGaw Park is located to the east of the proposed Fahey Fields development site, and is designed to be expanded approximately 12 acres in order to better serve the recreational needs of the neighborhood residents. This park expansion will be dedicated and meet the McGaw Park Neighborhood park dedication requirements. Fees in lieu of park dedication may be paid at a rate of $4,330 per dwelling unit or approximately $65,000 per acre per the City of Fitchburg's Chapter 24-2 (d)(2)(e) ordinance.

Within outlots 1 and 3, the park area will consist of a 20' wide strip of land for the recreational trail running the length of each outlot.

3.5 Proposed Development Plan

The Fahey Fields development project is anticipated to be developed over a 10-year time frame in 6 phases. The exact number of phases and their corresponding time frame will be determined based on market demand. The staging areas for Fahey Fields are to be addressed prior to each construction phase on an individual basis.

We are proposing a buffer on the multi-family lot (south of Nobel Drive) along with the 104' boulevard street, which will provide a buffer between the proposed single family lots and multi-family lots.

A neighborhood meeting that included town residents has already occurred on August 5th, 2014 which discussed the proposed development of Fahey Fields.

3.6 Storm Water Management Plan

The proposed storm water management system for the development site will be designed to meet all of the City of Fitchburg's requirements as described in Ordinance Chapter 30-28. The "McGaw Basin Stormwater Charge Report" includes this project within its boundaries. An erosion control and storm water management permit application along with a storm water management maintenance agreement will be submitted to the Public Works Department prior to construction of the development.

Since this project is located within the McGaw Neighborhood Plan, stormwater performance standards will need to be met within the proposed plat boundary.

A large portion of our project that is within the watershed draining to The Crossing is park land, which will not increase the flow. The Crossing, which is downstream of the proposed project, has a known stormwater capacity restriction. If The Crossing cannot find a way to handle off-site flow, then we will look at diverting a portion of this project within this watershed to the Rueden channel.

3.7 Proposed Land Use Data

Site within USA = 62 Acres

Proposed land use area and units		Ac	units	Density
Low Density Single Family Residential		25.8	103	4.0
High Density Apartments		7.8	180	23.1
	Total	**33.6**	**283**	**8.4**

Total Site = 80 Acres

Proposed land use area and units		Ac	units	Density
Low Density Single Family Residential		29.9	121	4.0
High Density Apartments		14.6	324	22.2
	Total	**44.5**	**445**	**10.0**

Residential density

Gross Density 10.0 DU/Ac

Multifamily Breakdown	Total
1 – bedroom	25%
2 – bedroom	50%
3 – bedroom	25%

Area by land use

Total Residential Development Acreage	44.5 Ac (55.6% of total site)
Proposed Parks & Open Space	12.4 Ac (15.5% of total site)
Stormwater Facilites	4.9 Ac (6.1% of total site)
Total Public Streets	15.8 Ac (19.8% of total site)
Institutional	2.4 Ac (3.0% of total site)
Total	**80.0 Ac**

4 Estimated Assessed Value

Development Type	**Estimated Assessed Value**
121 SF Homes @ $300,000	$36,300,000
324 Apartments @ $70,000	$22,680,000
Total Estimated Assessed Value	**$58,980,000**

Figures

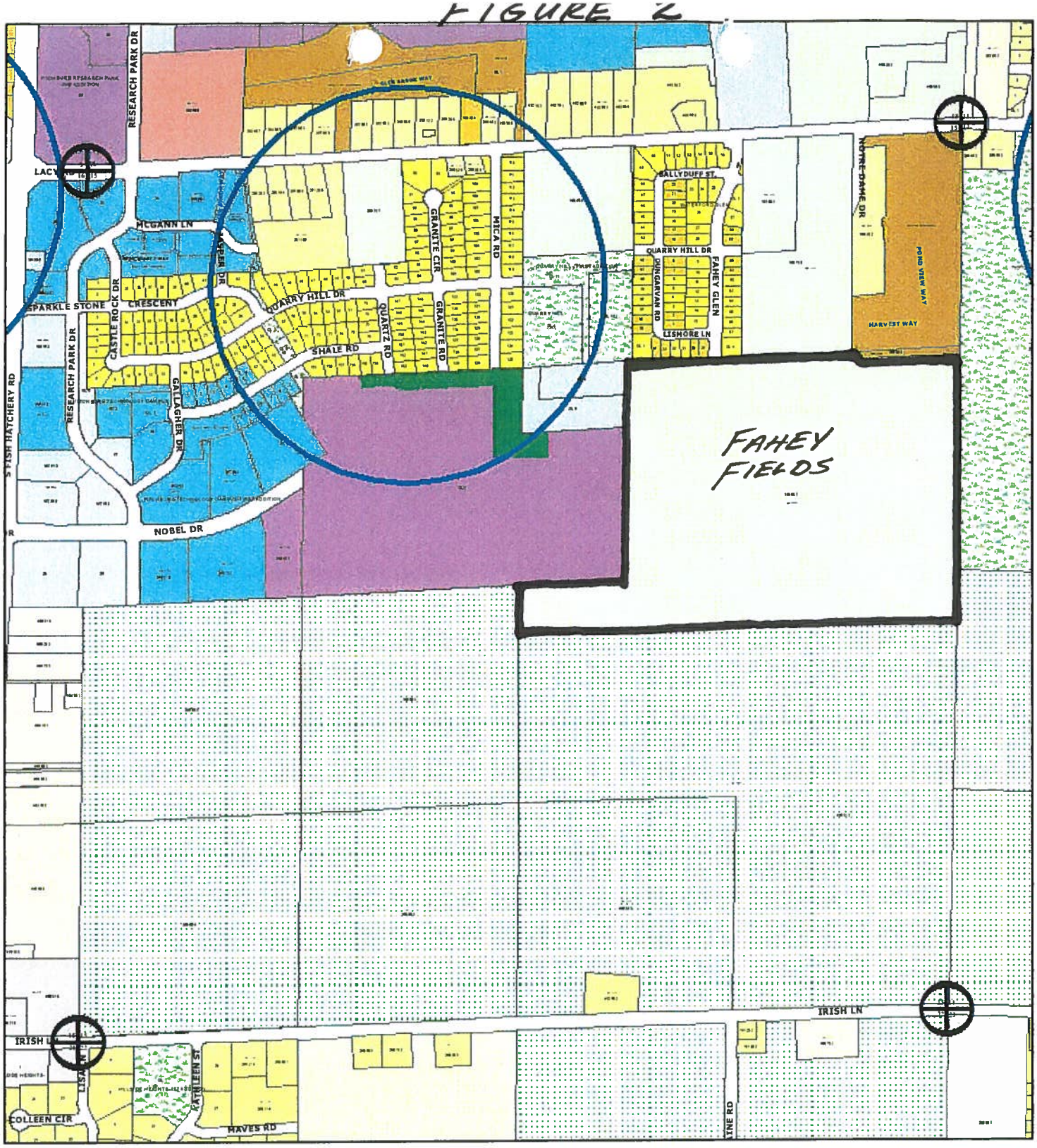
Figure 1	**Project Location**
Figure 2	**Zoning Map**
Figure 3	**McGaw Park Neighborhood Plan Map**
Figure 4	**Existing Topography**
Figure 5	**Web Soil Survey Map**
Figure 6	**Wetland Map**
Figure 7	**Environmental Corridors**
Figure 8	**Watershed Map**
Figure 9	**Draft Preliminary Plat**
Figure 10	**On-Site Watershed Map**
Figure 11	**Off-Site Watershed Map**
Figure 12	**Urban Service Area Map**
Figure 13	**Phase Map**
Figure 14 & 15	**Preliminary Street & Utility Plans**

Google earth

miles 1

km 1

FIGURE 2



CITY OF FITCHBURG SECTION 15 TOWNSHIP 6N RANGE 9E

Zoning Districts

- R-R; Rural Residential
- R-L; Low Density Residential
- R-LM; Low to Medium Density Residential
- R-HA; Former R-4 Residential
- R-M; Medium Density Residential
- R-H; High Density Residential
- B-P; Professional Business
- B-G; General Business
- B-H; Highway Business
- R-D; Rural Development
- I-S; Specialized Industrial
- I-G; General Industrial
- PDD-GIP; Planned Development District - General Implementation Plan
- PDD-SIP; Planned Development District - Specific Implementation Plan
- P-R; Park and Recreation District
- A-T; Transitional Agriculture
- A-X; Exclusive Agriculture
- A-S; Small Lot Agriculture
- SC-NC; SmartCode - New Community

- City Limits
- Wellhead Protection Area
- Reduced Setbacks
- Section Corner

0 210 420 840 1,260 1,680 2,100 Feet

N

Prepared by Planning and Zoning Department 08 14

THE CITY OF Fitchburg PLANNING & ZONING

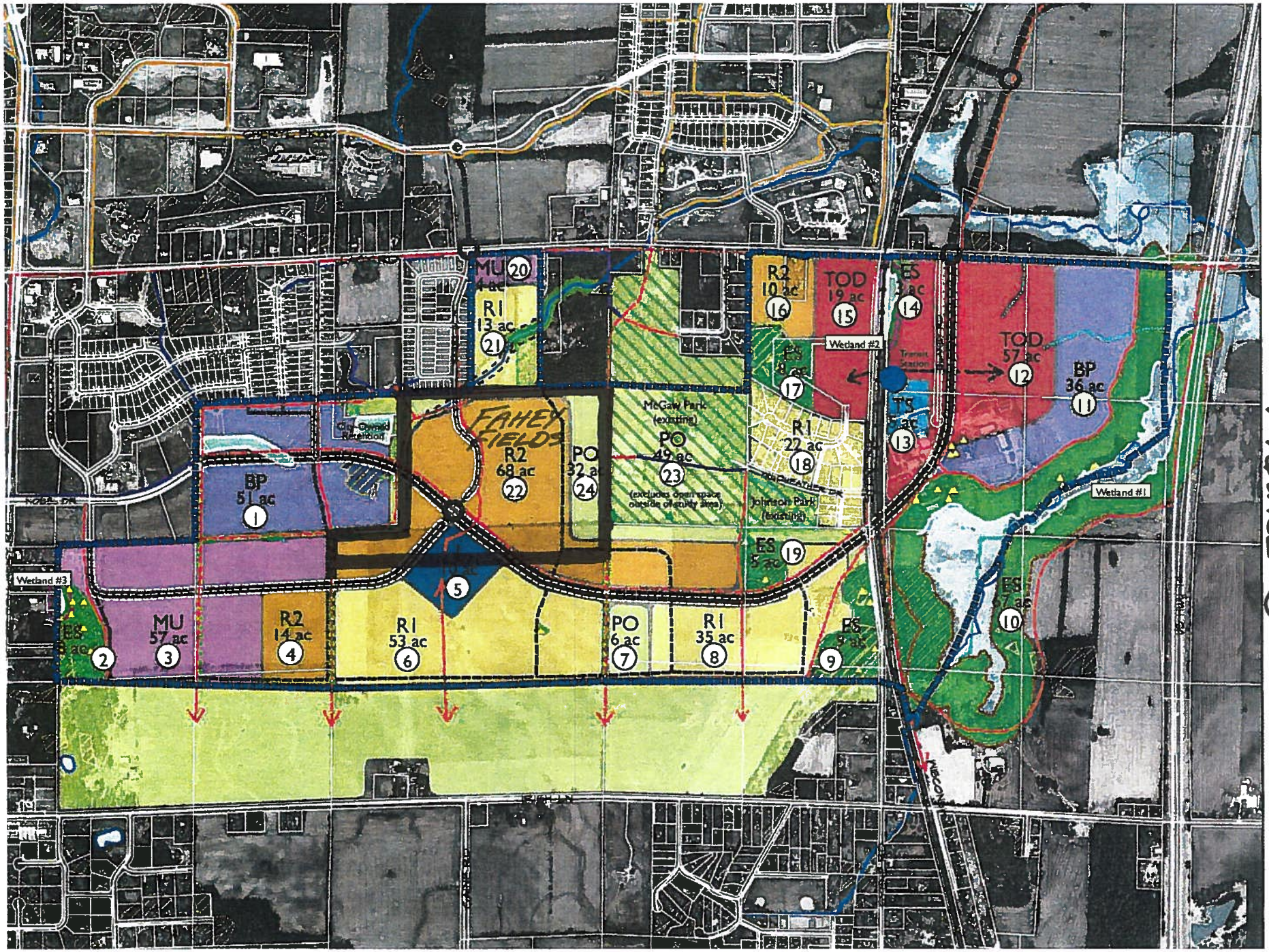

FAHEY FIELDS
BP 51 ac 1
ES 3 ac 2
MU 57 ac 3
R2 14 ac 4
5
R1 53 ac 6
PO 6 ac 7
R1 35 ac 8
ES 3 ac 9
ES 67 ac 10
BP 36 ac 11
TOD 57 ac 12
ES 3 ac 13
ES 3 ac 14
TOD 19 ac 15
R2 10 ac 16
ES 8 ac 17
R1 22 ac 18
ES 5 ac 19
MU 4 ac 20
R1 13 ac 21
R2 68 ac 22
PO 49 ac 23
PO 32 ac 24
McGaw Park (existing)
(excludes open space outside of entry area)
Johnson Park (existing)
City Owned Recreation
Transit Station
Wetland #1
Wetland #2
Wetland #3
NOBLE DR
WEATHER DR
BIRCH LN
NECONG

FIGURE 3

Fahey Fields

November 7, 2014

1:6,600

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

Contours - 10 ft Intervals

Rivers and Streams

DNR Wetlands

Special Flood Hazard Text

Floodway Areas in Zone AE

(A; AE)

0.2 Percent Annual Flood Chance Area

Tax Parcels

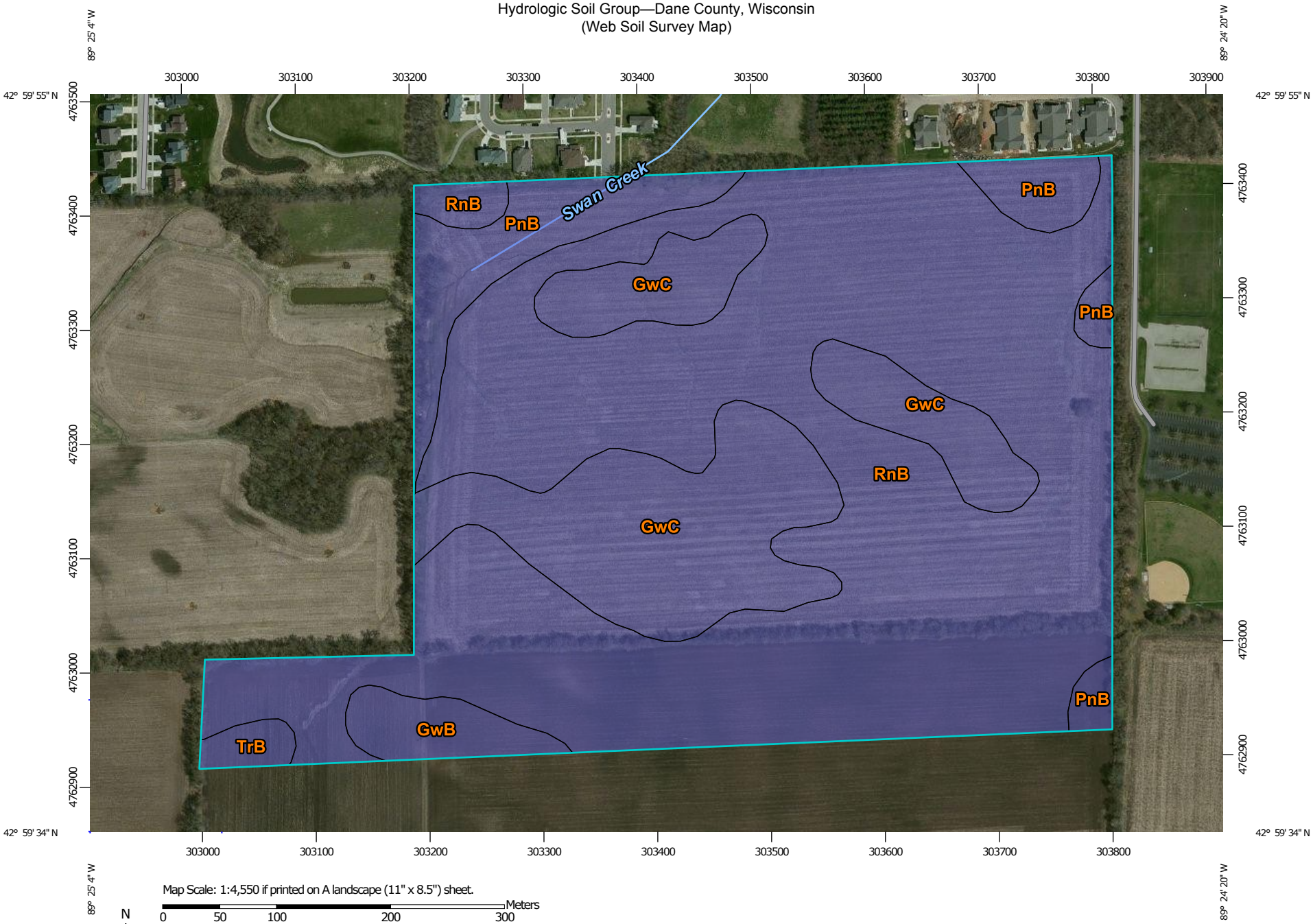
Planning
Geophysical

mk
11-7-14

FIGURE 4

Figure 5

Hydrologic Soil Group—Dane County, Wisconsin
(Web Soil Survey Map)



MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

Soil Rating Polygons

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Lines

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Points

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Water Features

Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Dane County, Wisconsin
Survey Area Data: Version 12, Sep 18, 2014

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 29, 2011—Sep 10, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Hydrologic Soil Group— Summary by Map Unit — Dane County, Wisconsin (WI025)				
Map unit symbol	**Map unit name**	**Rating**	**Acres in AOI**	**Percent of AOI**
GwB	Griswold loam, 2 to 6 percent slopes	B	2.0	2.5%
GwC	Griswold loam, 6 to 12 percent slopes	B	16.5	20.4%
PnB	Plano silt loam, till substratum, 2 to 6 percent slopes	B	6.8	8.4%
RnB	Ringwood silt loam, 2 to 6 percent slopes	B	54.8	67.8%
TrB	Troxel silt loam, 1 to 3 percent slopes	B	0.7	0.9%
Totals for Area of Interest			**80.8**	**100.0%**

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

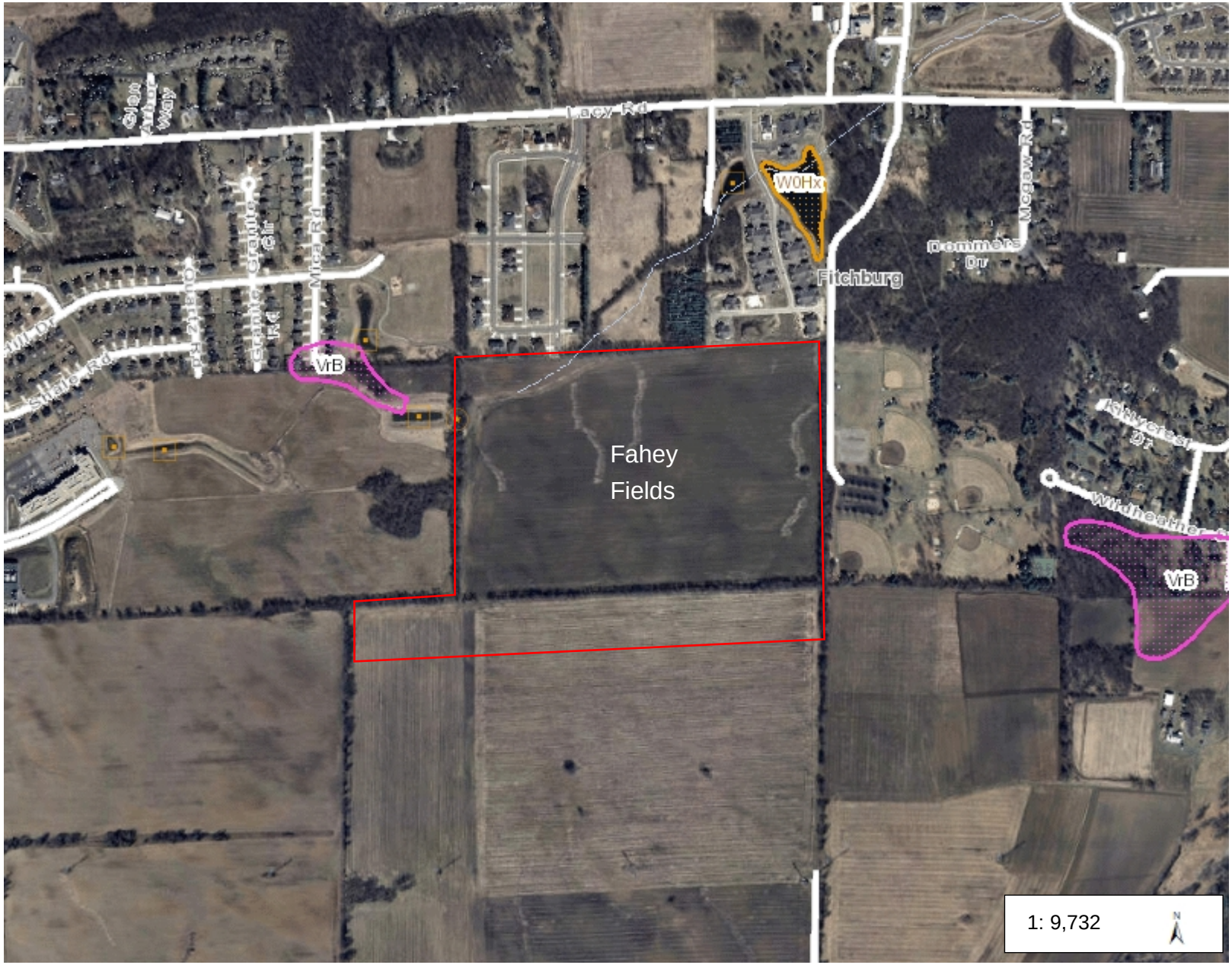
Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: *None Specified*

Tie-break Rule: Higher

Figure 6 - **Surface Water Data Viewer Map**



Legend

- Wetland Class Points
  - Dammed pond
  - Excavated pond
  - Filled excavated pond
  - Filled/drained wetland
  - Wetland too small to delineate
- Filled Points
- Wetland Class Areas
  - Wetland
  - Upland
- Filled Areas
- NRCS Wetspots
- Wetland Indicators
- Rivers and Streams
- Open Water
- 2010 Air Photos (WROC)

Notes

0.3 0 0.15 0.3 Miles

NAD_1983_HARN_Wisconsin_TM

© Latitude Geographics Group Ltd.

DISCLAIMER: The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made aregarding accuracy, applicability for a particular use, completemenss, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: http://dnr.wi.gov/org/legal/

Fahey Fields

FIGURE 7

November 7, 2014

1:6,600

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

Rivers and Streams

DNR Wetlands

Special Flood Hazard Text

Floodway Areas in Zone AE

(A; AE)

0.2 Percent Annual Flood Chance Area

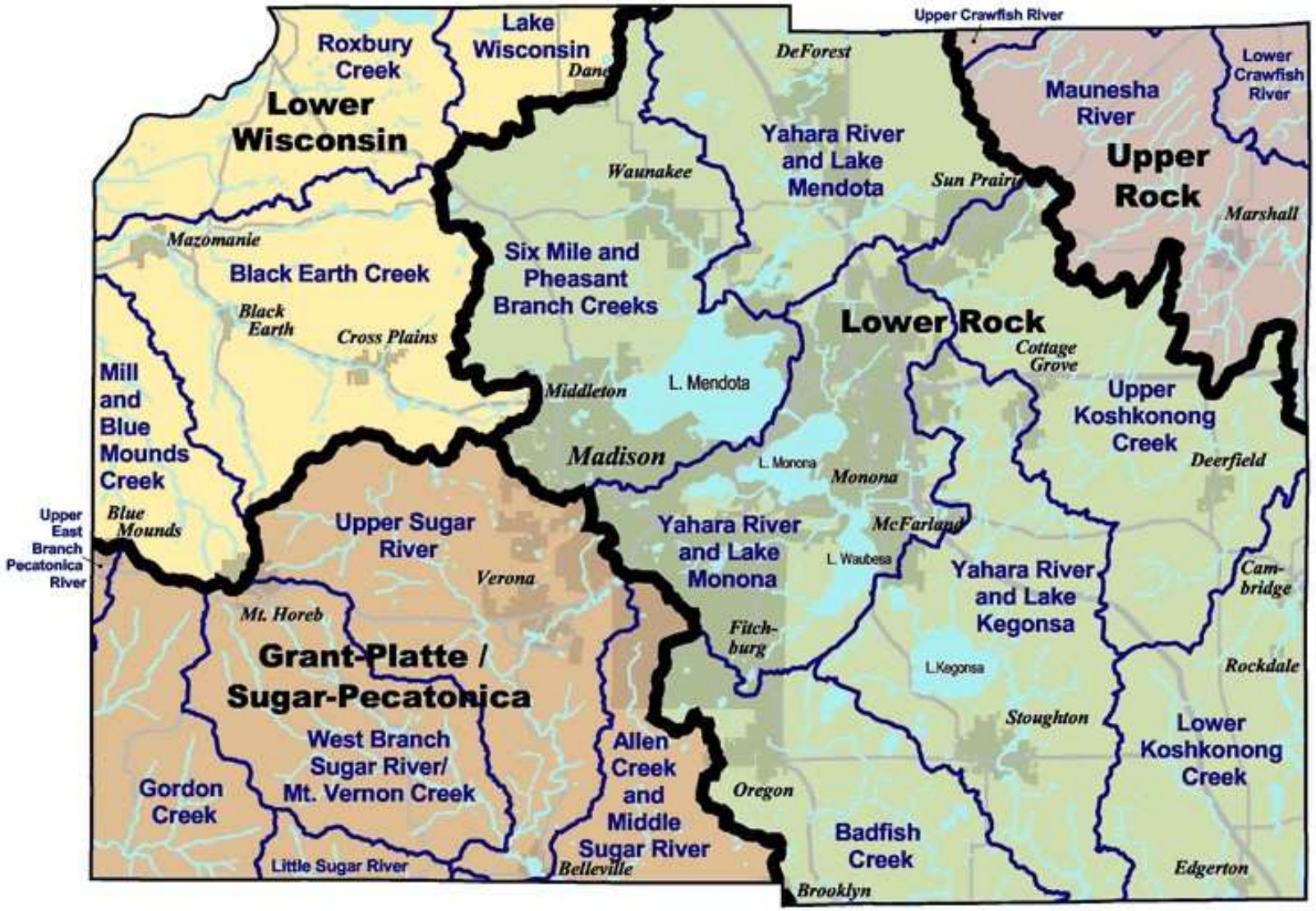
Environmental Corridor

Tax Parcels

Planning
Geophysical

rrk
11-7-14

Figure 8 – Watershed Map



LEGAL DESCRIPTION

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Beginning at the East 1/4 corner of said Section 15; thence S01°03'52"W, 296.08 feet along the East line of said SE1/4; thence S87°29'16"W, 2653.06 feet to the West line of said SE1/4; thence N00°27'55"E, 295.90 feet to the South line of TechLandsi thence N87°32'50"E, 624.57 feet along said South line to the Southeast corner of Outlot 4, said TechLandsi thence N00°11'51"E, 1334.63 feet along the East line of said Techlands and the East line of Outlot 8 and Outlot 9, First Addition to Fitchburg Technology Campus to the Northeast corner of said Outlot 9; thence N86°42'47"E, 31.85 feet along the South line Outlot 12, said First Addition to Fitchburg Technology Campus to the Southeast corner of said Outlot 12; thence S76°29'03"E, 4.04 feet to the Southwest corner of Outlot 1, Waterford Glen; thence N86°57'59"E, 1378.91 feet along the South line of Waterford Glen and the South line of Lot 2, Certified Survey Map No. 3060; thence S17°03'07"E, 47.93 feet; thence N86°57'59"E, 603.25 feet to the East line of said NE1/4; thence S00°10'56"W, 1304.90 feet along said East line also being the West line of Lot 2, Certified Survey Map No. 445 to the point of beginning. Containing 3,479,442 square feet (79.877 acres).

NOTES

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2. Proposed Zoning: Lots 2-30, 32-105: R-LM
   Lot 1, 31, 106 and 107, Outlot 8: PDD
   Outlots 1-7: P-R

   Future Development: Lots 108-125, Outlots 9-12
3. Owner and Subdivider: Fahey Fahey Fields, LLC
   Surveyor, Engineer, and Professional Land Planner: D'Onofrio, Kottke & Assoc. Inc.

SURVEYOR'S CERTIFICATE

I, Brett T. Stoffregan, Professional Land Surveyor, S-2742, hereby certify that this preliminary plat is a true and correct representation of all the adjacent existing land divisions and of the boundary of the preliminary plat and features and that I have fully complied with the City of Fitchburg Subdivision Ordinance.

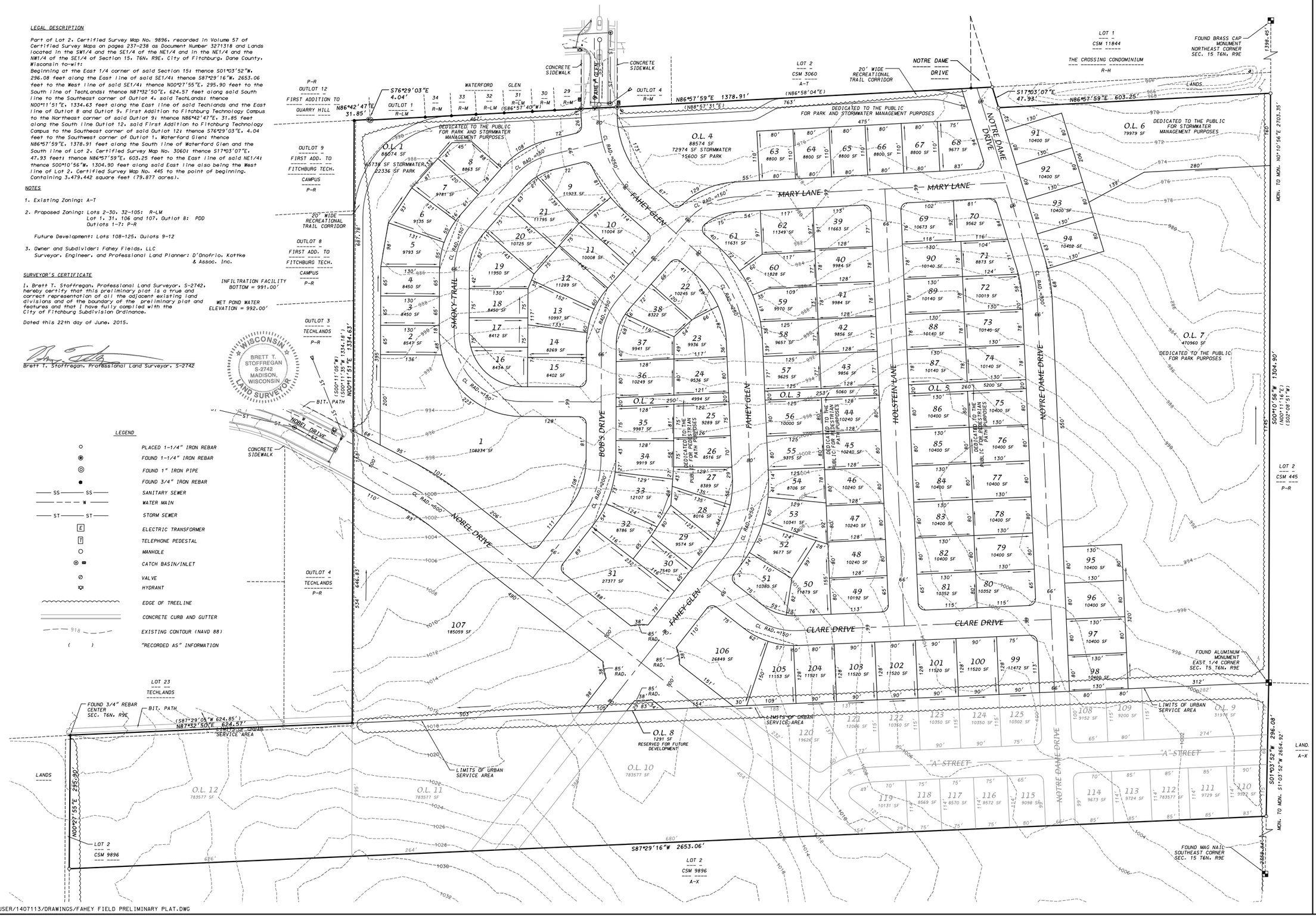
Dated this 22th day of June, 2015.

Brett T. Stoffregan, Professional Land Surveyor, S-2742

WISCONSIN BRETT T. STOFFREGAN S-2742 MADISON, WISCONSIN LAND SURVEYOR

LEGEND

- PLACED 1-1/4" IRON REBAR
- FOUND 1-1/4" IRON REBAR
- FOUND 1" IRON PIPE
- FOUND 3/4" IRON REBAR
- SS — SANITARY SEWER
- W — WATER MAIN
- ST — STORM SEWER
- ELECTRIC TRANSFORMER
- TELEPHONE PEDESTAL
- MANHOLE
- CATCH BASIN/INLET
- VALVE
- HYDRANT
- EDGE OF TREELINE
- CONCRETE CURB AND GUTTER
- 918 — EXISTING CONTOUR (NAVD 88)
- ( ) "RECORDED AS" INFORMATION



D'ONOFRIO KOTTKE AND ASSOCIATES, INC.
7530 Westward Way, Madison, WI 53717
Phone: 608.833.7530 • Fax: 608.833.1089
YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

PRELIMINARY PLAT

FAHEY FIELDS

PART OF LOT 2, CERTIFIED SURVEY MAP NO. 9896 AND LAND LOCATED IN THE SW1/4 AND THE SE1/4 OF THE NE1/4 AND IN THE NE1/4 AND THE NW1/4 OF THE SE1/4 OF SECTION 15, T6N, R9E, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN

THE EAST LINE OF THE SE1/4 OF SECTION 15, T6N, R9E ASSUMED TO BEAR S1°03'52W

SCALE: 1"= 100'

0 100

DATE: 06-23-15
REVISED:

FN: 14-07-113

Sheet Number:
1 of 1

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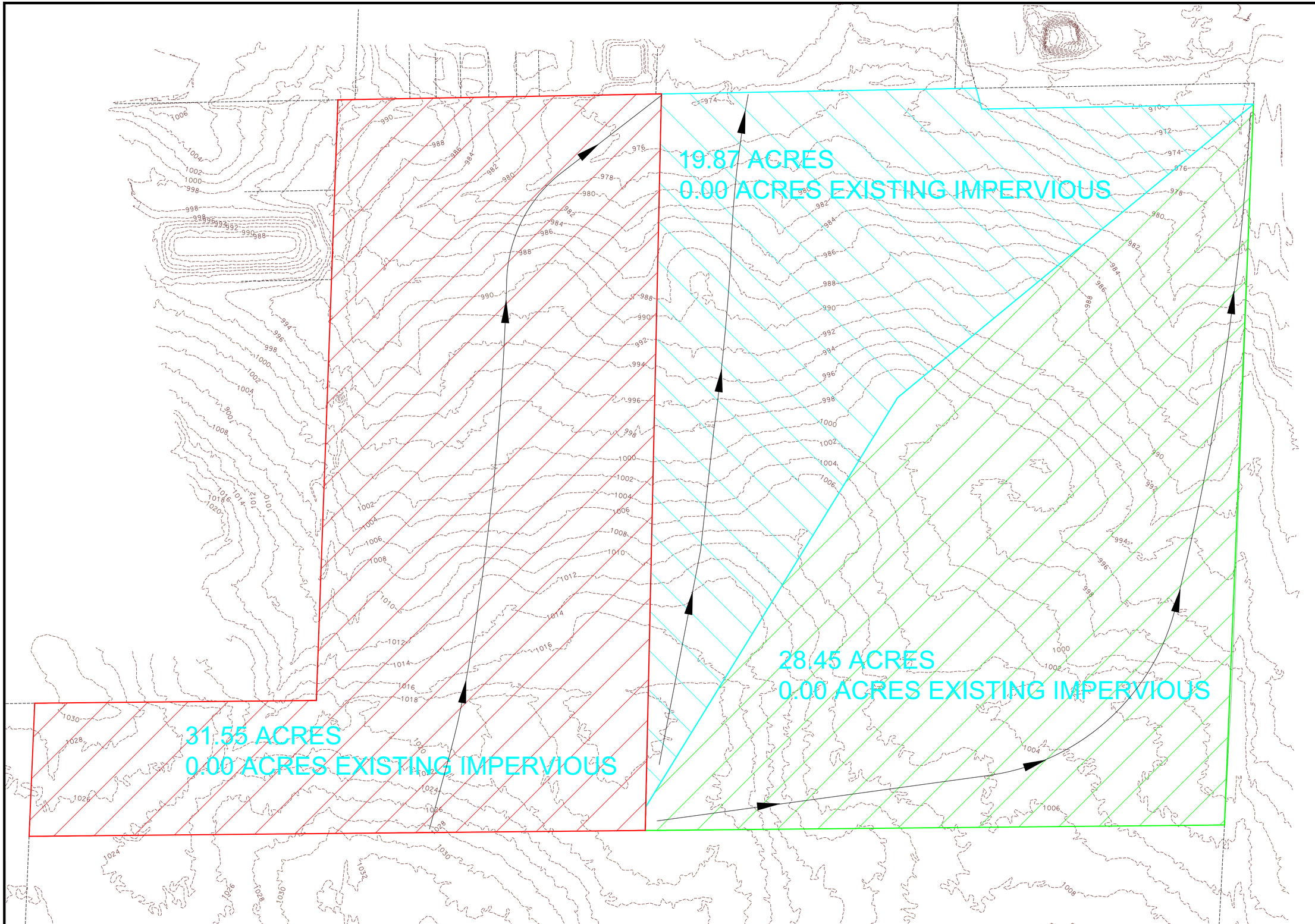

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7530 Westward Way, Madison, WI 53717
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YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

EXISTING WATERSHED AREA MAP

FAHEY FIELDS

CITY OF FITCHBURG, DANE COUNTY, WISCONSIN

SCALE: 1"= 100'
(PAGE SIZE: 22x34)
0 100

DATE: 11-26-14
REVISED:

DRAWN BY: NGO

FN: 14-07-113

Sheet Number:
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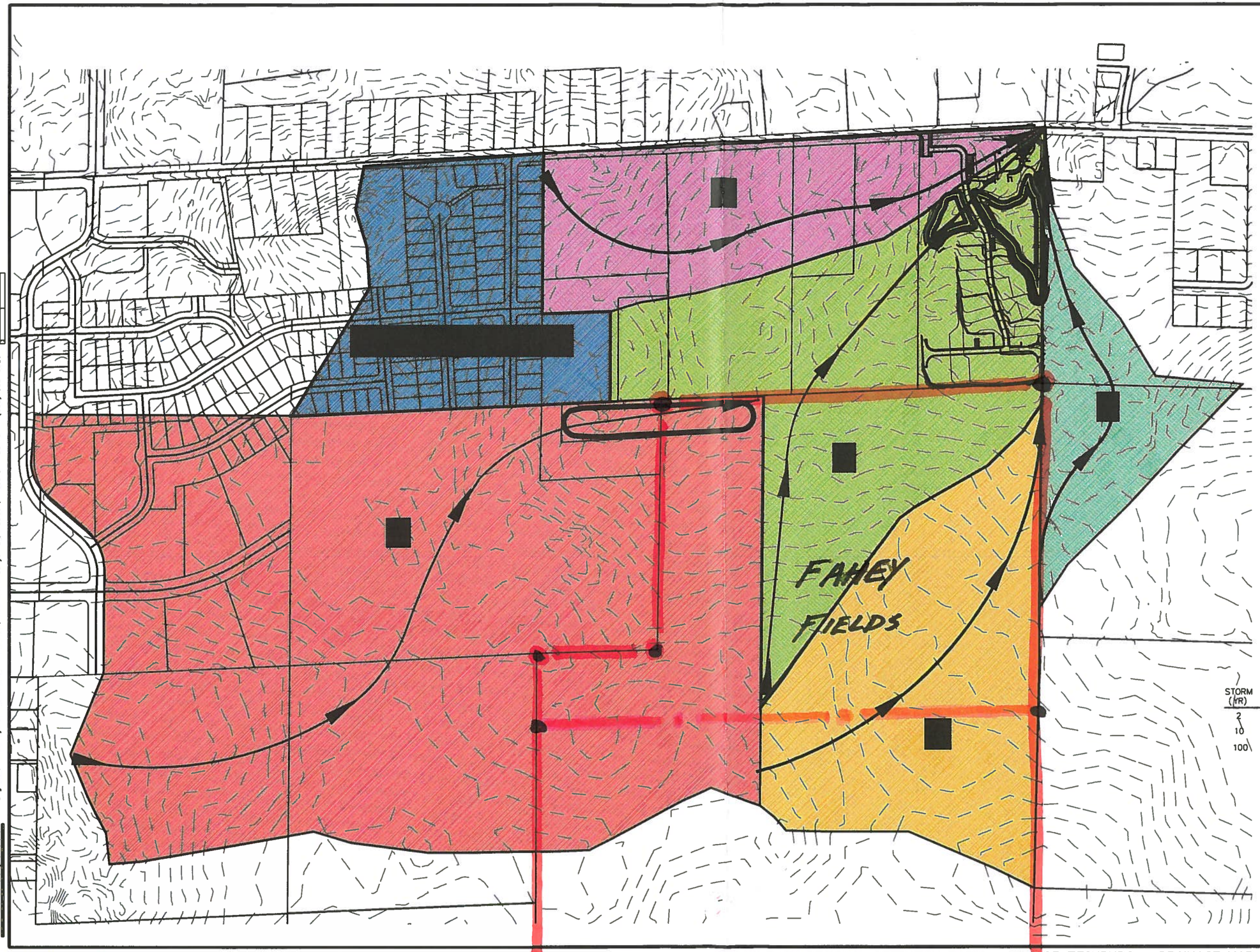


N

0 500

DRAINAGE AREA INFORMATION

NAME	AREA (AC)	EX CN	EX TC (MIN)	PRO CN	PRO TC (MIN)
A	36.16	68	28.50	78	17.12
B	69.25	68	51.83	78	23.99
C	54.13	68	40.94	78	19.07
D	189.42	68	53.89	78	25.05
E	21.17	68	47.21	78	25.05
QUARRY HILL TO EX. POND	30.00	68	45.30	75	8.00

POND SIZE

TOP OF WEST POND = 949 =44,907 sqft = 1.03 ac.

TOP OF EAST POND = 947 =115,904 sqft = 2.66 ac.

RESULTS USING TR-55

STORM (YR)	EX FLOW (CFS)	PRO FLOW (CFS)	WEST POND ROUTED FLOW (CFS)	POND ELEV.	EAST POND ROUTED FLOW (CFS)	POND ELEV.
2	101.08	186.98	107.63	944.72	87.92	943.43
10	306.95	393.70	234.71	946.09	248.96	945.09
100	577.36	714.33	440.16	948.47	575.45	946.01

TR-55 WEST POND OUTLET STRUCTURES

3- 5'x4' RCP BOX CULVERTS @ 943.00

TR-55 EAST POND OUTLET STRUCTURES

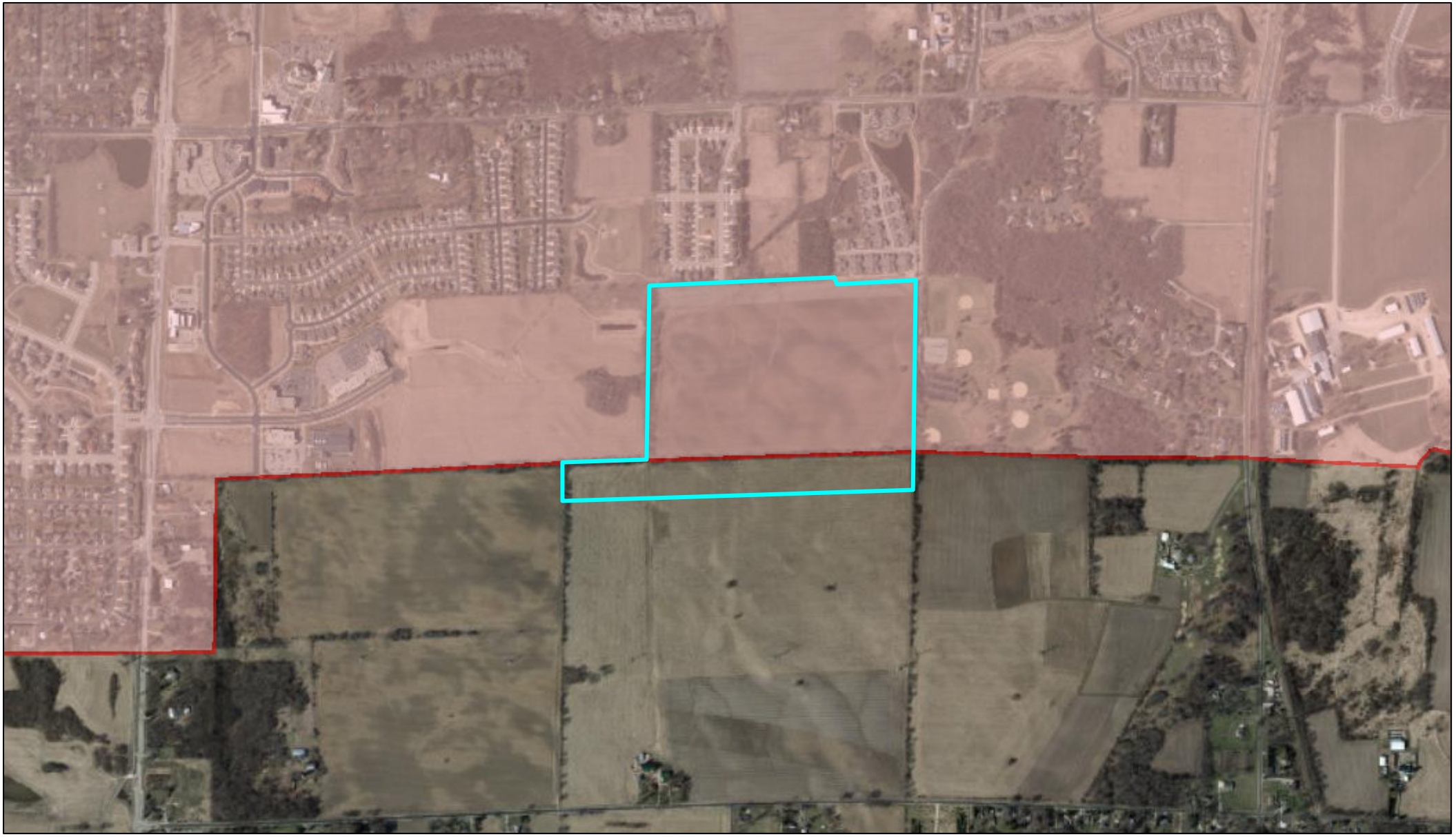
2- 4' X 3' RCP BOX CULVERTS @ 941.00
1- 55' TRAPAZOIDAL WEIR @ 944.50

MAYO corporation
Engineers - Surveyors - Architects - Planners, 600 Grand Canyon Dr, Madison, Wisconsin 53719 (608) 833-0628

DRAWING NAME: M:\F13705\CIVILEP\F137BASE.DWG
VIEW: DRAIN AREA

MCGAW PARK REGIONAL DETENTION BASIN - CITY OF FITCHBURG - DRAINAGE MAP F1-37-05 12-21-05 EXHIBIT 2

Urban Service Area Map



November 20, 2014

Urban

Limited

1:16,523

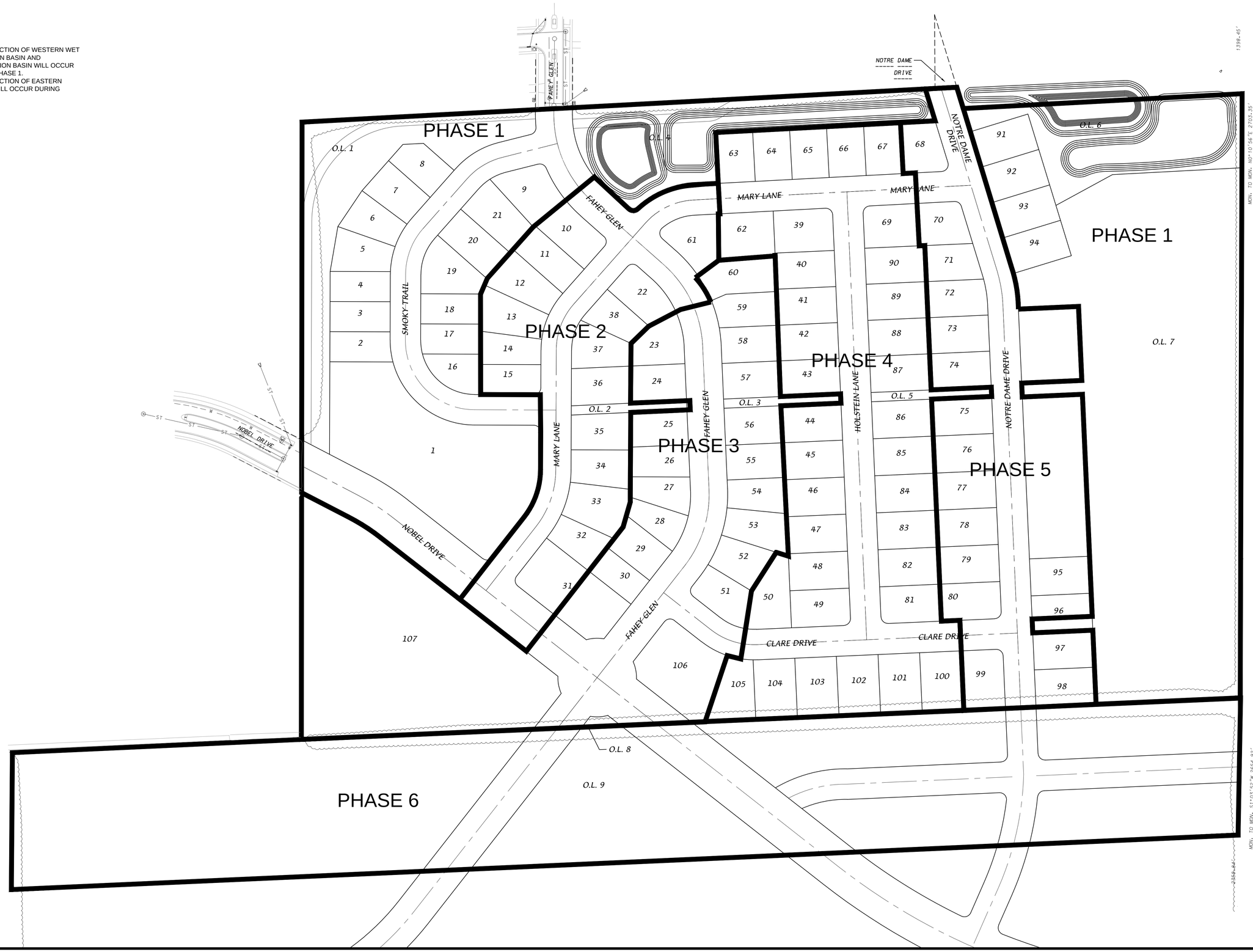
0 0.125 0.25 0.5 mi

0 0.225 0.45 0.9 km

Geophysical
Water Resources
Recreation
ParcelText

NOTES:

1. CONSTRUCTION OF WESTERN WET DETENTION BASIN AND INFILTRATION BASIN WILL OCCUR DURING PHASE 1.
2. CONSTRUCTION OF EASTERN BASINS WILL OCCUR DURING PHASE 3.



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7530 Westward Way, Madison, WI 53717
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YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

PHASE MAP

FAHEY FIELDS

CITY OF FITCHBURG, DANE COUNTY, WISCONSIN

SCALE: 1"= 100'
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DATE: 06-22-15
REVISED:

DRAWN BY: NGO

FN: 15-05-103

Sheet Number:
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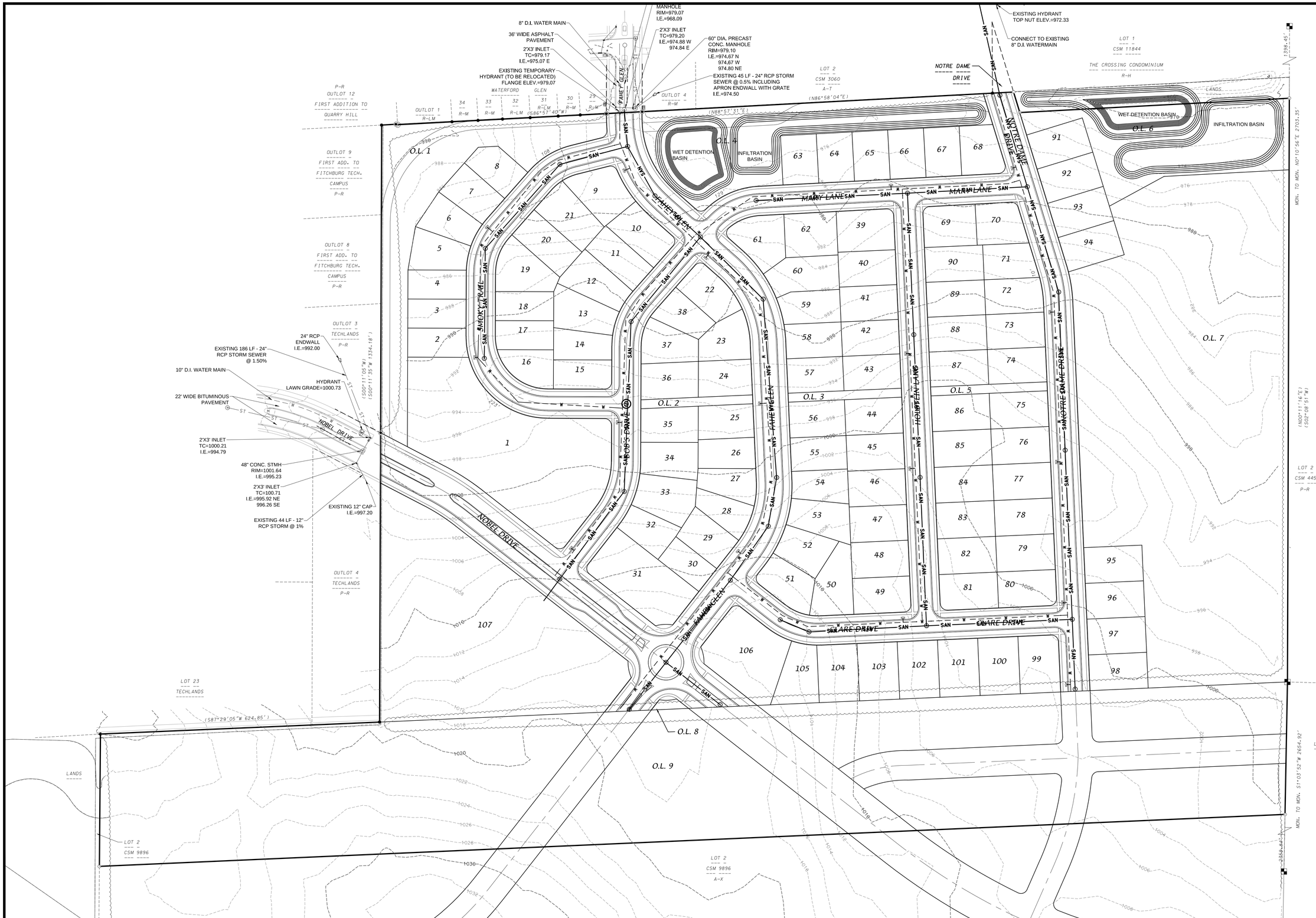

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7530 Westward Way, Madison, WI 53717
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YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

PRELIMINARY STREET AND UTILITY PLAN

FAHEY FIELDS

CITY OF FITCHBURG, DANE COUNTY, WISCONSIN

SCALE: 1"= 100'
(PAGE SIZE: 22x34)
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DATE: 06-22-15
REVISED:

DRAWN BY: NGO

FN: 15-05-103

Sheet Number:
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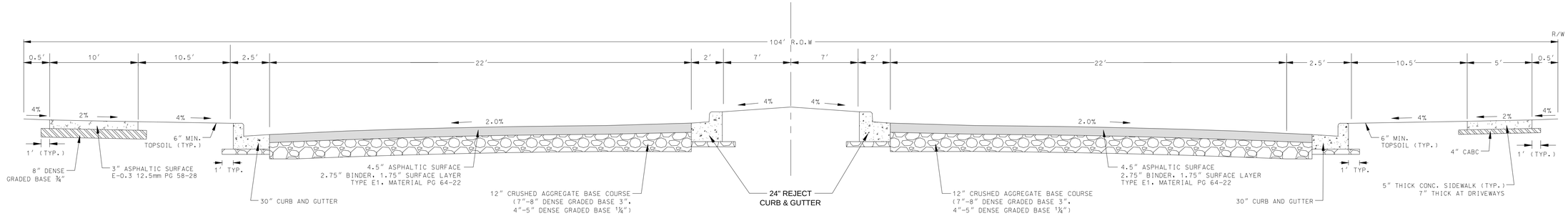
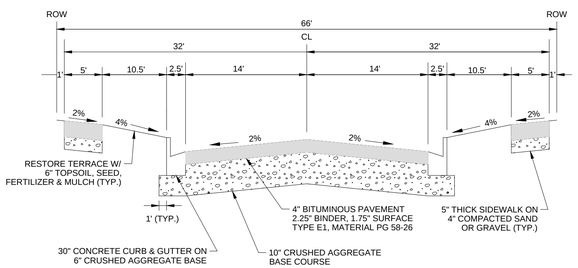


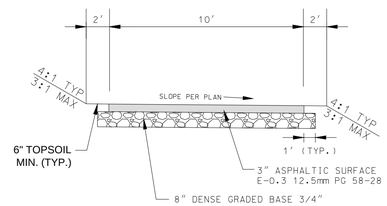
TYPICAL FINISHED SECTION THROUGH BOULEVARD

NOBEL DRIVE



TYPICAL FINISHED SECTION

PROPOSED 66' R.O.W STREETS



MULTI-USE TRAIL

D'ONOFRIO KOTTKE AND ASSOCIATES, INC.
7530 Westward Way, Madison, WI 53717
Phone: 608.833.7530 • Fax: 608.833.1089
YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

PRELIMINARY STREET & UTILITY PLAN

FAHEY FIELDS

CITY OF FITCHBURG, DANE COUNTY, WISCONSIN

SCALE: NTS

DATE: 12-09-14
REVISED:

DRAWN BY: NGO

FN: 14-07-113

Sheet Number:
2 OF 2

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred: **July 14, 2015** Ordinance Number:
Date to Report Back**: July 28, 2015** Resolution Number: R-XX-15

Sponsored by: Mayor Drafted by: Planning / Zoning

TITLE: Preliminary Plat Request PP-2054-15A by Ronald Klaas, Agent for Fahey Land LLC, for Approval of the Revised Fahey Fields Preliminary Plat

Background: Applicant is requesting approval of a revised preliminary plat for Fahey Fields.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Plan Commission	Hovel/Badtke	July 21, 2015	
2	Parks Commission	Endl	July 9, 2015	

Amendments:

LEGAL DESCRIPTION

Part of Lot 2, Certified Survey Map No. 9896, recorded in Volume 57 of Certified Survey Maps on pages 237-238 as Document Number 3271318 and Lands located in the SW1/4 and the SE1/4 of the NE1/4 and in the NE1/4 and the NW1/4 of the SE1/4 of Section 15, T6N, R9E, City of Fitchburg, Dane County, Wisconsin to-wit:
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Containing 3,479,442 square feet (79.877 acres).

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   Surveyor, Engineer, and Professional Land Planner: D'Onofrio, Kottke & Assoc. Inc.

SURVEYOR'S CERTIFICATE

I, Brett T. Stoffregan, Professional Land Surveyor, S-2742, hereby certify that this preliminary plat is a true and correct representation of all the adjacent existing land divisions and of the boundary of the preliminary plat and features and that I have fully complied with the City of Fitchburg Subdivision Ordinance.

Dated this 22th day of June, 2015.

Brett T. Stoffregan, Professional Land Surveyor, S-2742

WISCONSIN BRETT T. STOFFREGAN S-2742 MADISON, WISCONSIN LAND SURVEYOR

LEGEND

- PLACED 1-1/4" IRON REBAR
- FOUND 1-1/4" IRON REBAR
- FOUND 1" IRON PIPE
- FOUND 3/4" IRON REBAR
- SANITARY SEWER
- WATER MAIN
- STORM SEWER
- ELECTRIC TRANSFORMER
- TELEPHONE PEDESTAL
- MANHOLE
- CATCH BASIN/INLET
- VALVE
- HYDRANT
- EDGE OF TREELINE
- CONCRETE CURB AND GUTTER
- EXISTING CONTOUR (NAVD 88)
- "RECORDED AS" INFORMATION

U:/USER/1407113/DRAWINGS/FAHEY FIELD PRELIMINARY PLAT.DWG

D'ONOFRIO KOTTKE AND ASSOCIATES, INC.
7530 Westward Way, Madison, WI 53717
Phone: 608.833.7530 • Fax: 608.833.1089
YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

PRELIMINARY PLAT

FAHEY FIELDS

PART OF LOT 2, CERTIFIED SURVEY MAP NO. 9896 AND LAND LOCATED IN THE SW1/4 AND THE SE1/4 OF THE NE1/4 AND IN THE NE1/4 AND THE NW1/4 OF THE SE1/4 OF SECTION 15, T6N, R9E, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN

THE EAST LINE OF THE SE1/4 OF SECTION 15, T6N, R9E ASSUMED TO BEAR S1°03'52W

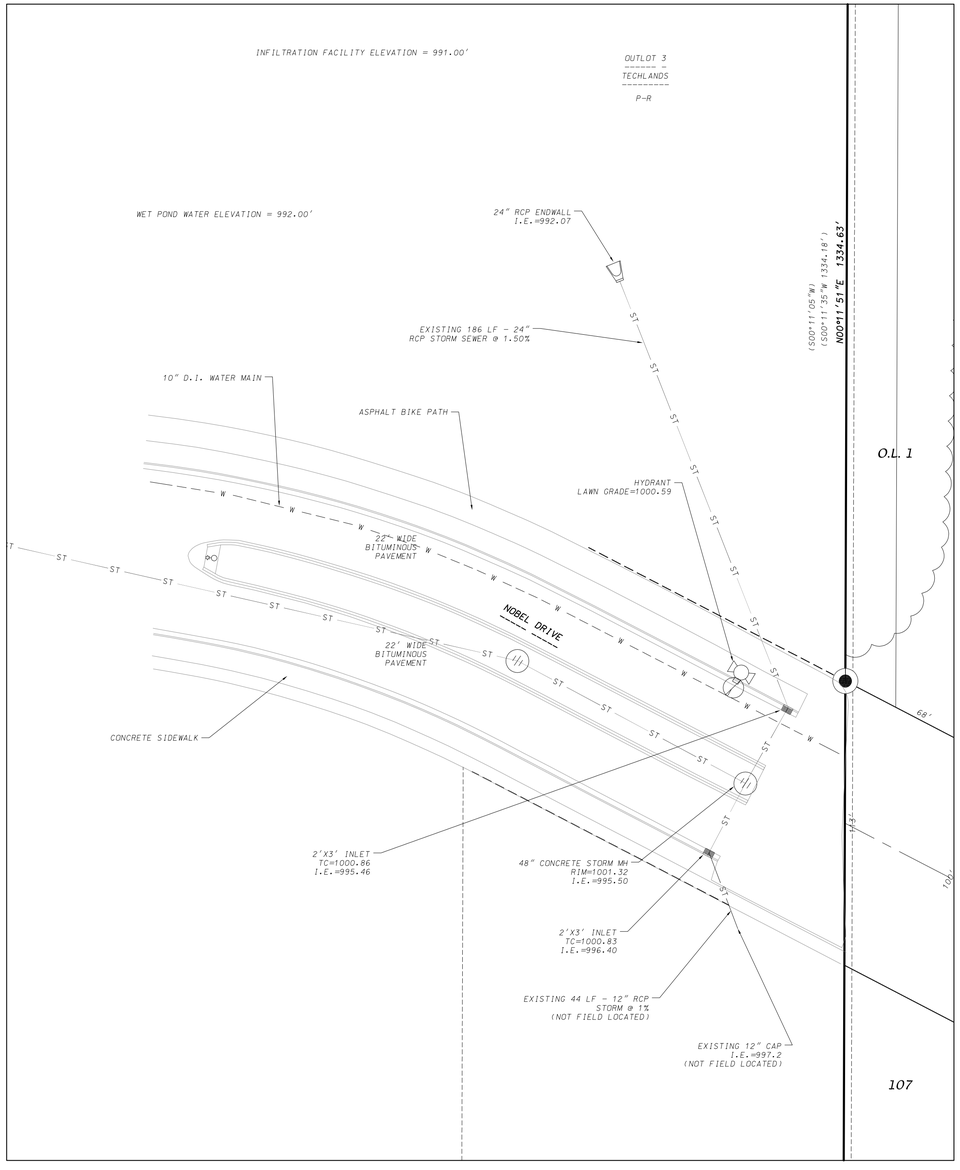
SCALE: 1"= 100'

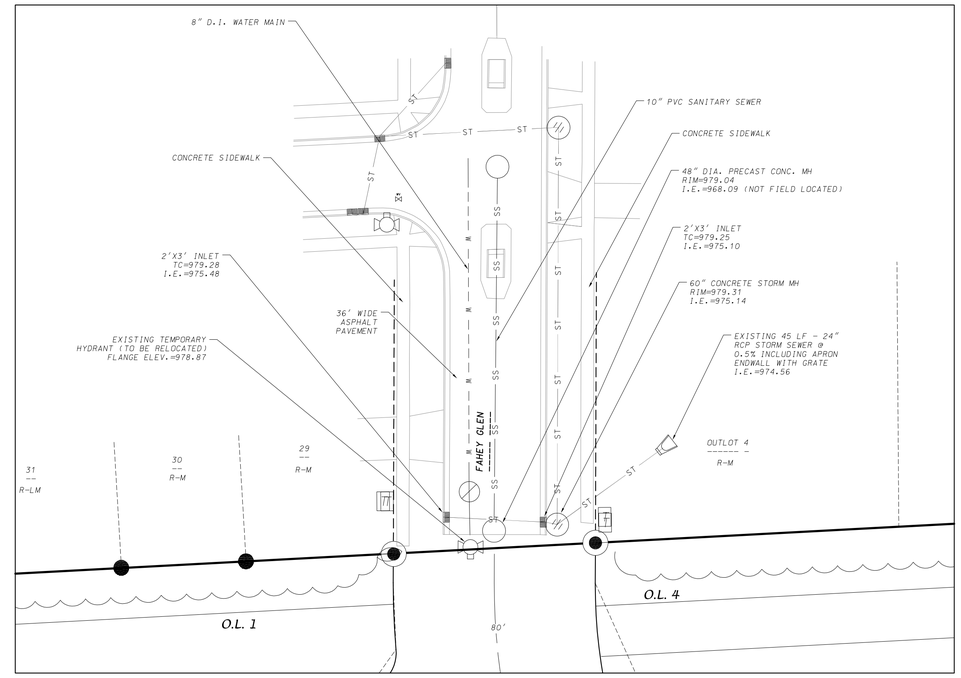
0 100

DATE: 06-22-15
REVISED:

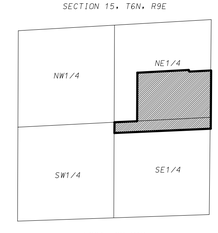
FN: 14-07-113

Sheet Number:
1 of 2





SECTION 15, T6N, R9E



LOCATION MAP
NOT TO SCALE

LEGEND

○	PLACED 1-1/4" IRON REBAR
◉	FOUND 1-1/4" IRON REBAR
◎	FOUND 1" IRON PIPE
●	FOUND 3/4" IRON REBAR
—— SS —— SS ——	SANITARY SEWER
—— — — — W ——	WATER MAIN
—— ST —— ST ——	STORM SEWER
E	ELECTRIC TRANSFORMER
T	TELEPHONE PEDESTAL
○	MANHOLE
◎ ▭	CATCH BASIN/INLET
⊘	VALVE
✱	HYDRANT
~~	EDGE OF TREELINE
═══	CONCRETE CURB AND GUTTER
— — 918 — —	EXISTING CONTOUR
( )	"RECORDED AS" INFORMATION

D'ONOFRIO KOTTKE AND ASSOCIATES, INC.
7530 Westward Way, Madison, WI 53717
Phone: 608.833.7530 • Fax: 608.833.1089
YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

PRELIMINARY PLAT

FAHEY FIELDS

PART OF LOT 2, CERTIFIED SURVEY MAP NO. 9896 AND LAND LOCATED IN THE SW1/4 AND THE SE1/4 OF THE NE1/4 AND IN THE NE1/4 AND THE NW1/4 OF THE SE1/4 OF SECTION 15, T6N, R9E, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN

THE EAST LINE OF THE SE1/4 OF SECTION 15, T6N, R9E ASSUMED TO BEAR S1°03'52W

SCALE: 1"= 30'

0 100

DATE: 06-22-15
REVISED:

FN: 14-07-113

Sheet Number:
2 of 2

U:/USER/1407113/DRAWINGS/FAHEY FIELD PRELIMINARY PLAT.DWG

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred: **July 14, 2015** Ordinance Number:
Date to Report Back**: July 28, 2015** Resolution Number:

Sponsored by: Mayor Drafted by: Planning / Zoning

TITLE: Conditional Use Permit Request, CU-2066-15, by William Kohl, Agent for MadPower Training Center, LLC, to Allow for Sale of Beer and Wine in the Private Fitness Studio at 5264 Verona Road, Lot 2 Willow Run

Background: Applicant is requesting approval to allow for the sale of beer and wine in the private fitness club at 5264 Verona Road.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Plan Commission	Hovel/Badtke	July 21, 2015	
2				

Amendments:

THE CITY OF Fitchburg	City of Fitchburg Planning/Zoning Department 5520 Lacy Road Fitchburg, WI 53711 (608) 270-4200	**CONDITIONAL USE PERMIT APPLICATION**

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

1. **Location of Property:**
   Street Address: 5264 Verona Rd, Fitchburg, Wi 53719
   Legal Description - (Metes & Bounds, or Lot No. And Plat): Lot 2 Willow Run

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

2. **Current Use of Property:** The building has been vacant since 2011
3. **Proposed Use of Property:** Private fitness studio, requesting permission to serve beer and wine (to members only)
4. **Proposed Development Schedule:** September, 2015
5. **Zoning District:** General Business B-G
6. **Future Land Use Plan Classification:** Business

***Pursuant to Section 22-3(b) of the Fitchburg Zoning Ordinance, all Conditional Use Permits shall be consistent with the currently adopted City of Fitchburg Comprehensive Plan.

***Attach three (3) copies of a site plan which shows any proposed land divisions, plus vehicular access points and thel ocation and size of all existing and proposed structures and parking areas. Two (2) of the three (3) copies shall be no larger than 11" x 17". Submit one (1) pdf document of the entire submittal to planning@fitchburgwi.gov.

Additional information may be requested.

Type of Residential Development (If Applicable):

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

No. Of Parking Stalls:

Type of Non-residential Development (If Applicable): Hot Fitness Studio, Nail Salon & Massage

Proposed Hours of Operation: 6am-10pm **No. Of Employees:** 8

Floor Area: 8,655 sq ft ground level, 1,300 sq ft basement **No. Of Parking Stalls:** 75+

Sewer: Municipal ☑ **Private** ☐ **Water: Municipal** ☑ **Private** ☐

Current Owner of Property: MadPower Training Center, LLC (William Kohl)

Address: 5264 Verona Rd, Madison, WI 53719 **Phone No:** (262) 617-5645

Contact Person: Bill Kohl or Amy Sanborn

Email: williamkohl@me.com

Address: 724 Forest View Dr, Verona, WI 53593 **Phone No:** (262) 617-5645

Respectfully Submitted By:

Owner's or Authorized Agent's Signature

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

PLEASE NOTE - Applicants shall be responsible for legal or outside consultant costs incurred by the City. Submissions shall be made at least four (4) weeks prior to desired plan commission meeting.

For City Use Only: **Date Received:** **Publish:**

Ordinance Section No. **Fee Paid:**

Permit Request No.

Tom Hovel. Zoning Administrator June 22, 2015

City of Fitchburg

Dear Mr. Hovel.

In February, my husband and I purchased the property located at 5264 Verona Road in Fitchburg (the former Dry Bean). We are in the process of renovationg the building and putting in a Hot Fitness studio so that I can move from my current location in Verona to this one in Fitchburg. The name of my business is MadPower Training. We are a private club which offers members only Fitness, Yoga and Barre classes. We are preserving the bar in the new building and will utilize it as our front desk. You will see from the attached blue prints that the hot studios will be directly behind the front desk. In addition to this being where members sign in, grab a towel before a shower or buy a yoga mat, we'd like it to be a place where members can sit and enjoy a glass of wine or a beer. We are not requesting a CUP for spirits. We simply request permission to serve Beer and Wine. It is important to note that this facility is not open to the public and our hours of operation rarely go past 8:30 PM Monday – Thursday and we are closed after 7 PM Friday, Saturday and Sunday.

We have scheduled a neighborhood meeting for Friday July 10th from 4:30 – 6:00 PM. I have the list of addresses for all property within 300 feet of our building and will either send invites or deliver them personally by the end of this week. As the new kids on the block, we want everyone to know what we're planning for the facility.

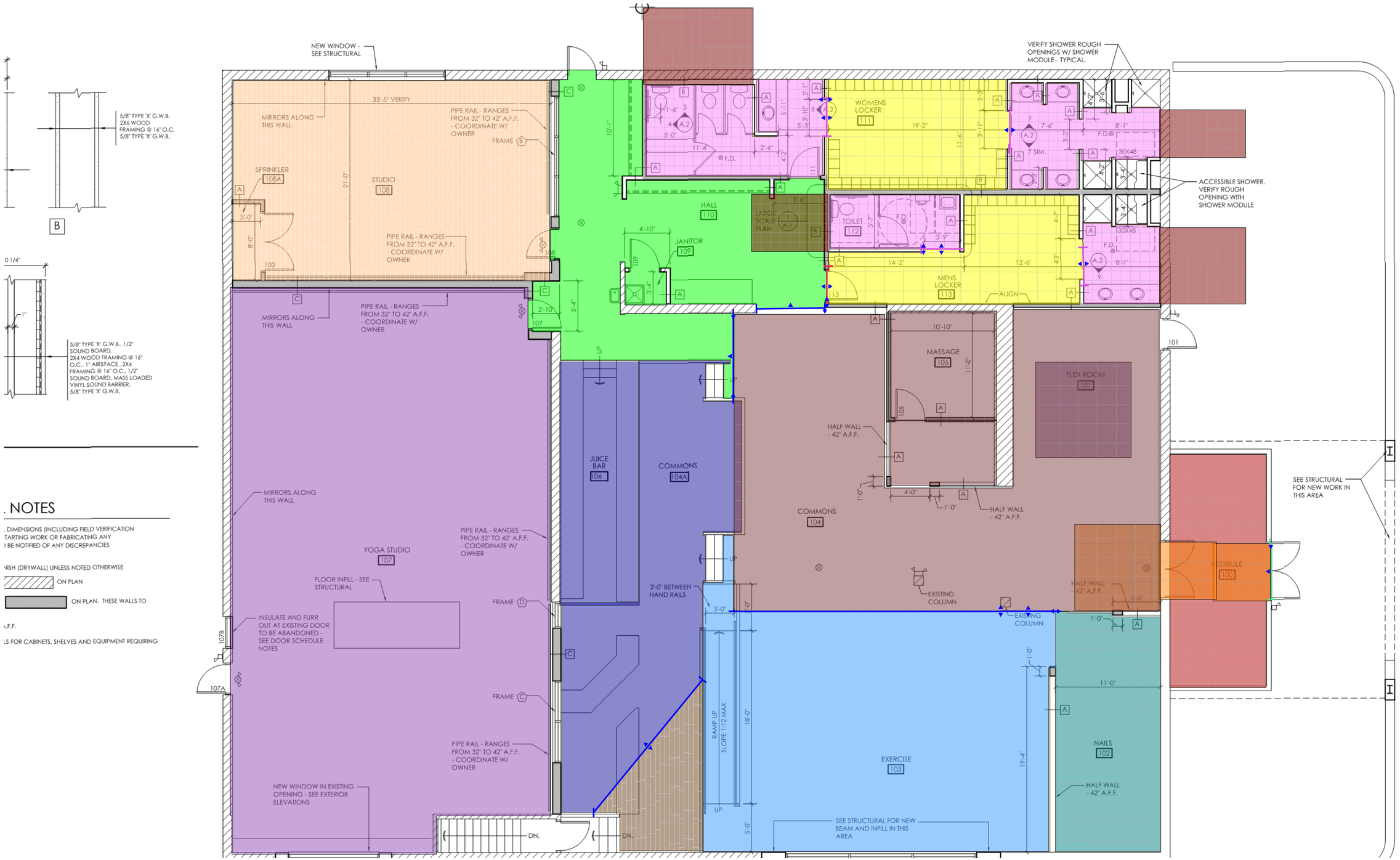
Thank you and the plannng commision for your consideration.

Very Sincerely yours,

Amy J. Sanborn

MadPower Training

www.madpowertraining.com
411 Prairie Heights Drive, Verona, WI 53593
608.497.31.34



. NOTES

. DIMENSIONS (INCLUDING FIELD VERIFICATION
TARTING WORK OR FABRICATING ANY
) BE NOTIFIED OF ANY DISCREPANCIES

NISH (DRYWALL) UNLESS NOTED OTHERWISE

ON PLAN

ON PLAN. THESE WALLS TO

.F.F.

LS FOR CABINETS, SHELVES AND EQUIPMENT REQUIRING

1/4 AMORIUM RUBBER
RENO TK 5/16 AN ALUM: AE SATIN ALUMINUM
2X2 WALL FILL IN REPAIR
RENO U 3/8 ANO ALUM: AE SATIN ALUMINUM
3/8 AMORIUM RUBBER
ROMA AVO - CHATEAU CREAM
CTA-XX-A 12FT
ROMA AVO - WEST TOWER
ECO DOUBLE
SHAW - PARK AVE - 620 BRONX
LOCKER ROOMS CARPET TILE
SHAW SUCCESSION 24X24
Mad Power Training - Ceramic Tile in Vestibule - 3" x 6" : Red
SITE FINISH WOOD
MAIN AREA CPT TILE
WOOD- Madpower Training: Brown
Owner Supplied - LVP : Red

dm architecture
119 north main street
oregon wi 53575

madpower training
5264 verona road
fitchburg, wi 53719

edules,
ails

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred: **July 14, 2015** Ordinance Number: 2015-O-XX
Date to Report Back**: July 28, 2015** Resolution Number:

Sponsored by: Mayor Drafted by: Planning / Zoning

TITLE: **Rezone/Conditional Use Permit Request RZ/CU-2067-15 by Traci Dalsin, Agent for SO Nesbitt LLC, to Rezone Property Addressed as 6250 Nesbitt Road from the B-G (General Business) District to the B-H (Business Highway) District and a Conditional Use Permit to Allow for Light Manufacturing and Food/Drink Uses in the Existing Building**

Background: Applicant is requesting approval to rezone property addressed as 6250 Nesbitt Road from the B-G to B-H district. Concurrent with the rezoning request, the applicant has submitted a conditional use permit request to allow for a light manufacturing use of a distillery as well as food/drink restaurant use.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Plan Commission	Hovel/Badtke	July 21, 2015	
2				

Amendments:

SARA INVESTMENT REAL ESTATE

June 22, 2015

City of Fitchburg
Planning/Zoning Department
5520 Lacy Road
Fitchburg, WI 53711

RE: Request for Rezoning of 6250 Nesbitt Road

Dear Planning Commission,

Thank you for taking the time to review the enclosed Rezoning Application and Conditional Use Permit Application for the property located at 6250 Nesbitt Road.

Currently, the property is zoned as Business General (B-G), and houses Anytime Fitness, True Coffee Shop, and Stafford, Neal & Soule S.C., and has 15,264 SF of vacant space. Our request, is to have the property reclassified to Business Highway (B-H), in order to allow a prospective tenant, Yahara Bay Distillery, to inhabit 17,142 SF of the premises, as True Coffee has desired to reduce their space to 2,121 SF.

Yahara Bay Distillery is one of the nation's largest import bottling operations, featuring 50 unique spirits from all over the world. Nick Quint, owner, has expressed his strong desire to expand and relocate into the Fitchburg area in order to conduct light manufacturing of their hand-crafted spirits. In addition to manufacturing, the company will offer distillery tours, a tasting room to sample spirits and enjoy small appetizers, as well as host a gallery space to showcase local artists.

Initially, Yahara Bay will inhabit the remaining vacant space at the property. However, as part of their 10-year lease, the company plans to expand into the entire building. With this expansion, it will add on a banquet hall and larger tasting room.

Based on the proven success and vast potential for growth the company has displayed, we ask that the commission approve our request for rezoning at 6250 Nesbitt Road. By allowing a proven company like Yahara Bay Distillery to join the Fitchburg Community, we feel you will increase the traffic to the area in the face of a strenuous road construction project; a result the entire community can benefit from.

Sincerely,

Traci Dalsin
President
SARA INVESTMENT REAL ESTATE LLC

Sara Investment Real Estate | 6264 Nesbitt Road | Madison,WI 53719
Tel: (608) 852-8777 | Fax: (608) 237-7695

CONFIDENTIAL

THE CITY OF Fitchburg	City of Fitchburg Planning/Zoning Department 5520 Lacy Road Fitchburg, WI 53711 (608) 270-4200	**CONDITIONAL USE PERMIT APPLICATION**

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

1. **Location of Property:**
   Street Address: 6250 Nesbitt Road, Fitchburg, WI 53719

   Legal Description - (Metes & Bounds, or Lot No. And Plat): Lot Two (2), Certified Survey Map No. 13244, recorded in Volume, 85 of Certified Survey Maps, Page 184, as Document No. 4848684, in the City of Fitchburg, Dane County, Wisconsin.

   ***Also submit in electronic format (MS WORD or plain text) by email to: **PLANNING@FITCHBURGWI.GOV**
2. **Current Use of Property:** (B-G) Office/ Retail/ Restaurant
3. **Proposed Use of Property:** (B-H) Distillery/ Light Manufacturing & Retail/ Restaurant, all classes, drinking places.
4. **Proposed Development Schedule:** Construction to begin Fall 2015. Completion end 2016.
5. **Zoning District:** Six (6)
6. **Future Land Use Plan Classification:** Business Highway (B-H)

***Pursuant to Section 22-3(b) of the Fitchburg Zoning Ordinance, all Conditional Use Permits shall be consistent with the currently adopted City of Fitchburg Comprehensive Plan.

***Attach three (3) copies of a site plan which shows any proposed land divisions, plus vehicular access points and thel ocation and size of all existing and proposed structures and parking areas. Two (2) of the three (3) copies shall be no larger than 11" x 17". Submit one (1) pdf document of the entire submittal to planning@fitchburgwi.gov.

Additional information may be requested.

Type of Residential Development (If Applicable): NA

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

No. Of Parking Stalls: NA

Type of Non-residential Development (If Applicable): Distillery/ Light manufacturing/ Retail/ Restaurant/ Drink

Proposed Hours of Operation: Business Hours **No. Of Employees:** Eight (8)

Floor Area: 17,142 SF **No. Of Parking Stalls:** 233

Sewer: Municipal ☑ **Private** ☐ **Water: Municipal** ☑ **Private** ☐

Current Owner of Property: SO Nesbitt LLC

Address: 6264 Nesbitt Road, FItchburg, WI 53719 **Phone No:** 608-852-8777

Contact Person: Traci Dalsin

Email: tdalsin@sarainvest.com

Address: 6264 Nesbitt Road, Fitchburg, WI 53719 **Phone No:** 608-852-8777

Respectfully Submitted By: Traci Dalsin

Owner's or Authorized Agent's Signature

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

PLEASE NOTE - Applicants shall be responsible for legal or outside consultant costs incurred by the City. Submissions shall be made at least four (4) weeks prior to desired plan commission meeting.

For City Use Only: **Date Received:** 6/22/2015 **Publish:**

Ordinance Section No. **Fee Paid:** —

Permit Request No. R2/CU-2067-15

THE CITY OF Fitchburg	City of Fitchburg Planning/Zoning Department 5520 Lacy Road Fitchburg, WI 53711 (608-270-4200)	**REZONING APPLICATION**

The undersigned owner, or owner's authorized agent, of property herein described hereby petitions to amend the zoning district map of the Fitchburg zoning ordinance by reclassifying from the B-G district to the B-H district the following described property:

1. **Location of Property/Street Address:** 6250 Nesbitt Road, Fitchburg, WI 53719

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

Lot Two (2), Certified Survey Map No. 13244, recorded in Volume 85 of Certified Survey Maps, Page 184, as Document No. 4848684, in the City of Fitchburg, Dane County, Wisconsin.

***Also submit in electronic format (MS WORD or plain text) by email to: **planning@fitchburgwi.gov**

2. **Proposed Use of Property - Explanation of Request:**

Rezone to accommodate Yahara Bay Distillery's relocation to the above stated Property. Distillery will do light manufacturing and distribution along with tasting room and gallery.

3. **Proposed Development Schedule:** Construction to begin Fall 2015. Completion end of 2016.

***Pursuant to Section 22-3(b) of the Fitchburg Zoning Ordinance, all Rezonings shall be consistent with the currently adopted City of Fitchburg Comprehensive Plan.

***Attach three (3) copies of a site plan which shows any proposed land divisions, plus vehicular access points and the location and size of all existing and proposed structures and parking areas. Two (2) of the three (3) copies shall be no larger than 11" x 17". Submit one (1) electronic pdf document of the entire submittal to **planning@fitchburgwi.gov**. Additional information may be requested.

Type of Residential Development (If Applicable): NA

Total Dwelling Units Proposed: NA **No. Of Parking Stalls:** NA

Type of Non-residential Development (If Applicable): Distillery/ Light manufacturing/ Retail/ Restaurant/ Drink

Proposed Hours of Operation: Business Hours **No. Of Employees:** Eight (8)

Floor Area: 17,142 SF **No. Of Parking Stalls:** 233

Sewer: Municipal ☑ **Private** ☐ **Water: Municipal** ☑ **Private** ☐

Current Owner of Property: SO Nesbitt LLC

Address: 6264 Nesbitt Road, Fitchburg, WI, 53719 **Phone No:** 608-852-8777

Contact Person: Traci Dalsin

Email: tdalsin@sarainvest.com

Address: 6264 Nesbitt Road, Fitchburg, WI 53719 **Phone No:** 608-852-8777

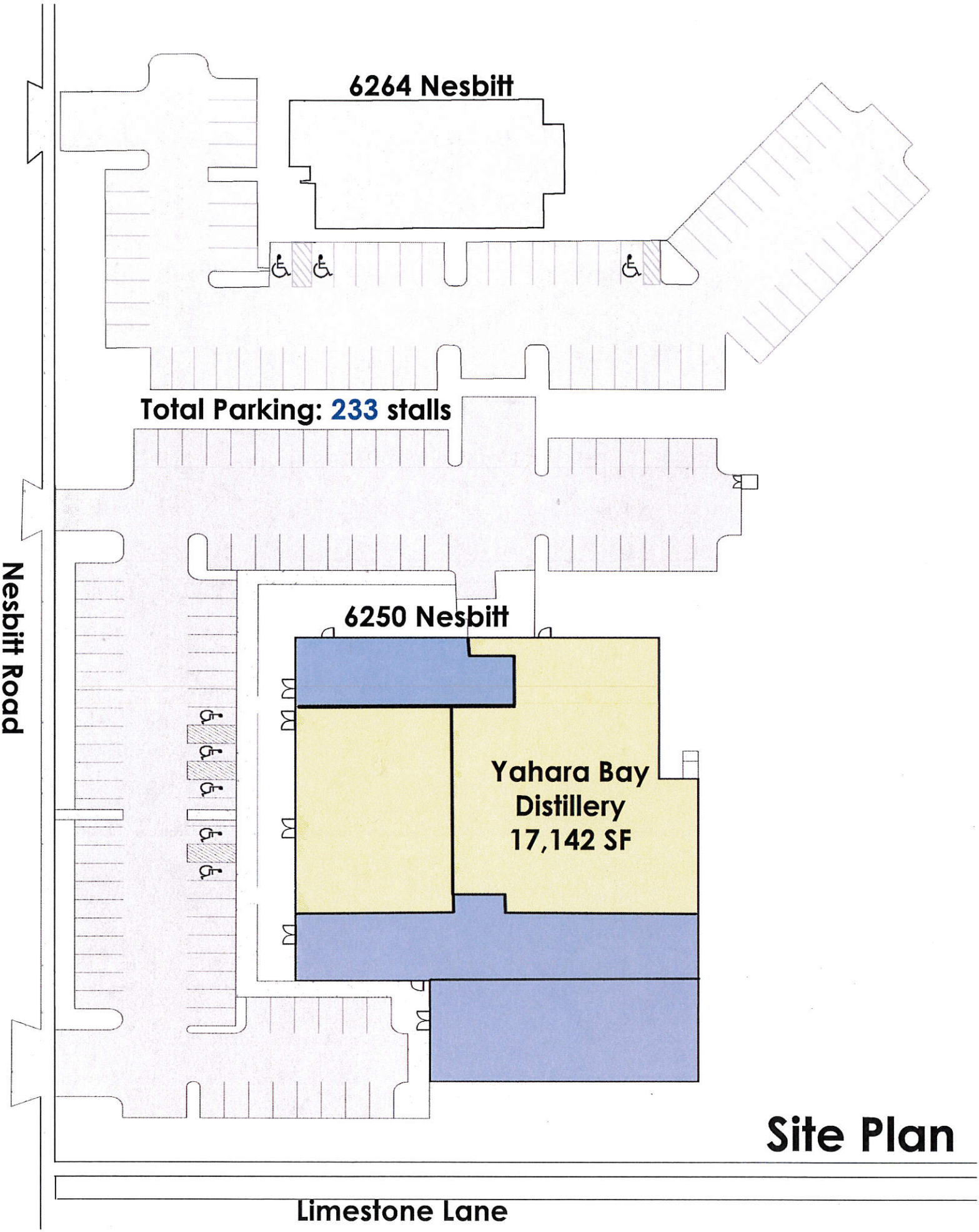
Respectfully Submitted By: Traci Dalsin — Owner's or Authorized Agent's Signature; Traci Dalsin — Print Owner's or Authorized Agent's Name

PLEASE NOTE - Applicants shall be responsible for legal or outside consultant costs incurred by the City. Submissions shall be made at least four (4) weeks prior to desired plan commission meeting.

For City Use Only: **Date Received:** 6/22/2015 **Publish:** _____ and _____

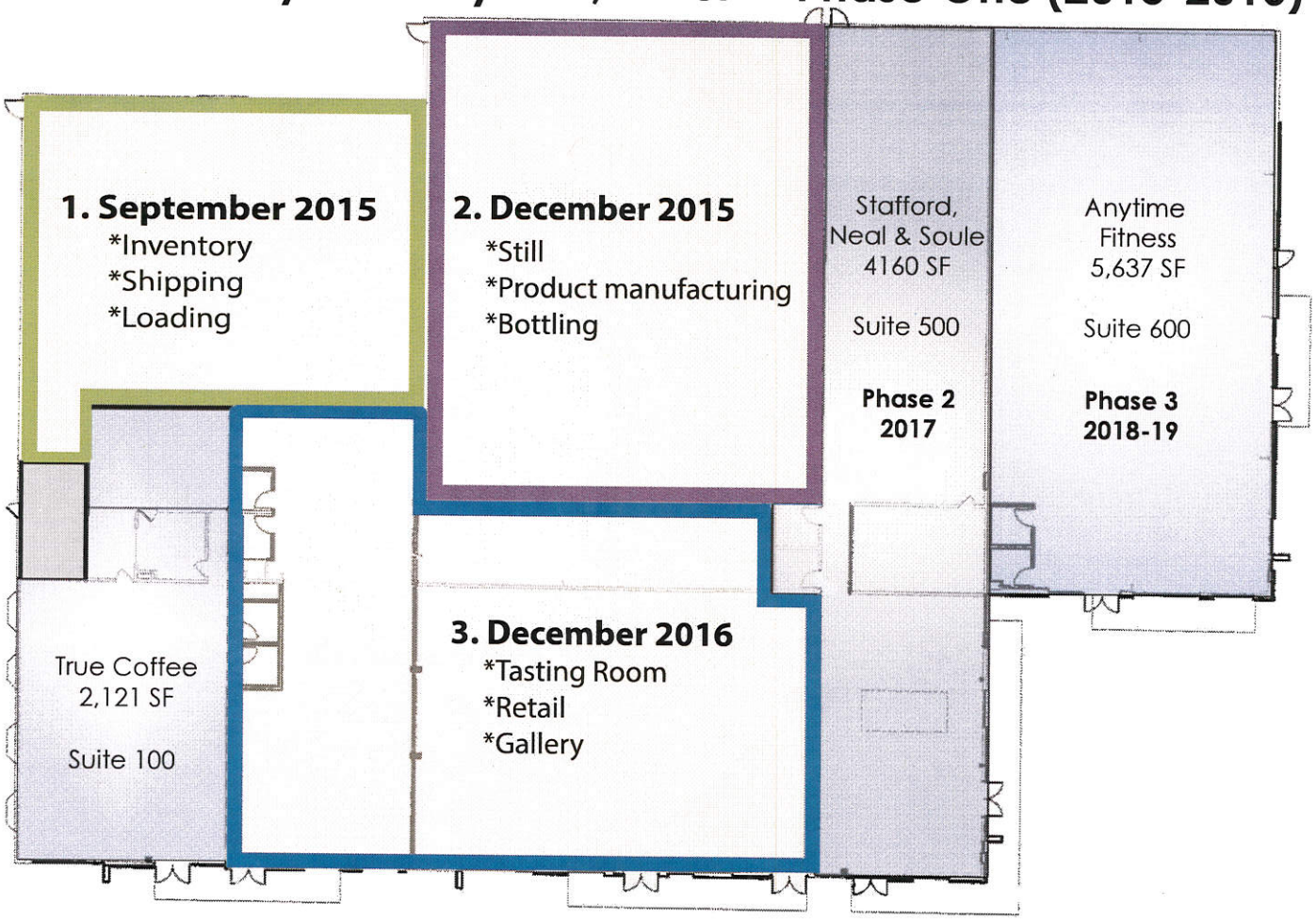
Ordinance Section No. _____ **Fee Paid:** $725.00

Permit Request No. RZ/CU-2067-15

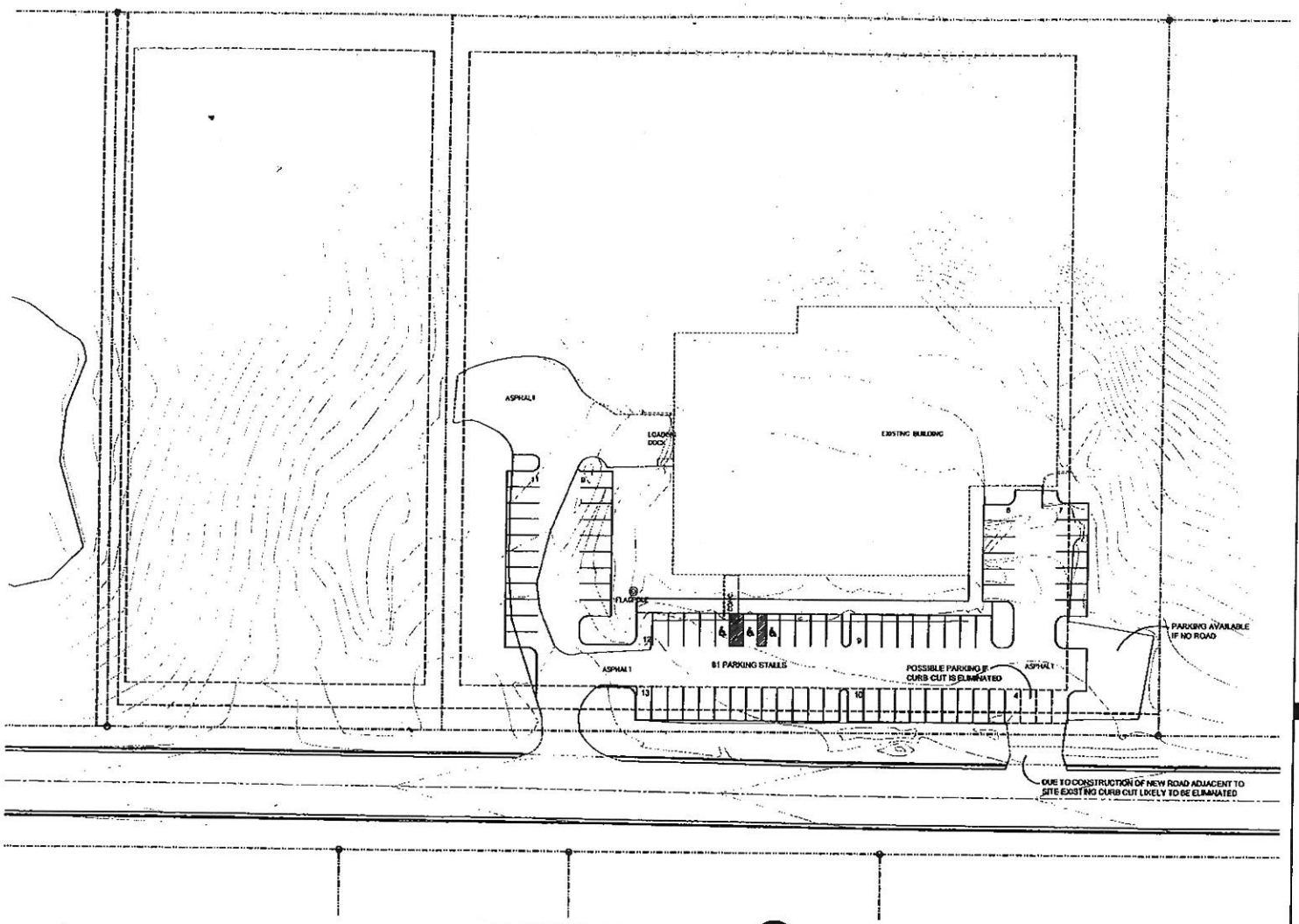

6264 Nesbitt
Total Parking: 233 stalls
6250 Nesbitt
Yahara Bay
Distillery
17,142 SF
Nesbitt Road
Limestone Lane

Site Plan

Yahara Bay Distillery - 17,142 SF - Phase One (2015-2016)



6250 Nesbitt Rd



1 SITE PLAN - PARKING OPTION B
1"=50'

DORSCHNER ASSOCIATES

Architecture
Planning

Dorschner Associates, Inc
849 E Washington Ave, Ste 112
Madison, Wisconsin 53726

ISSUED

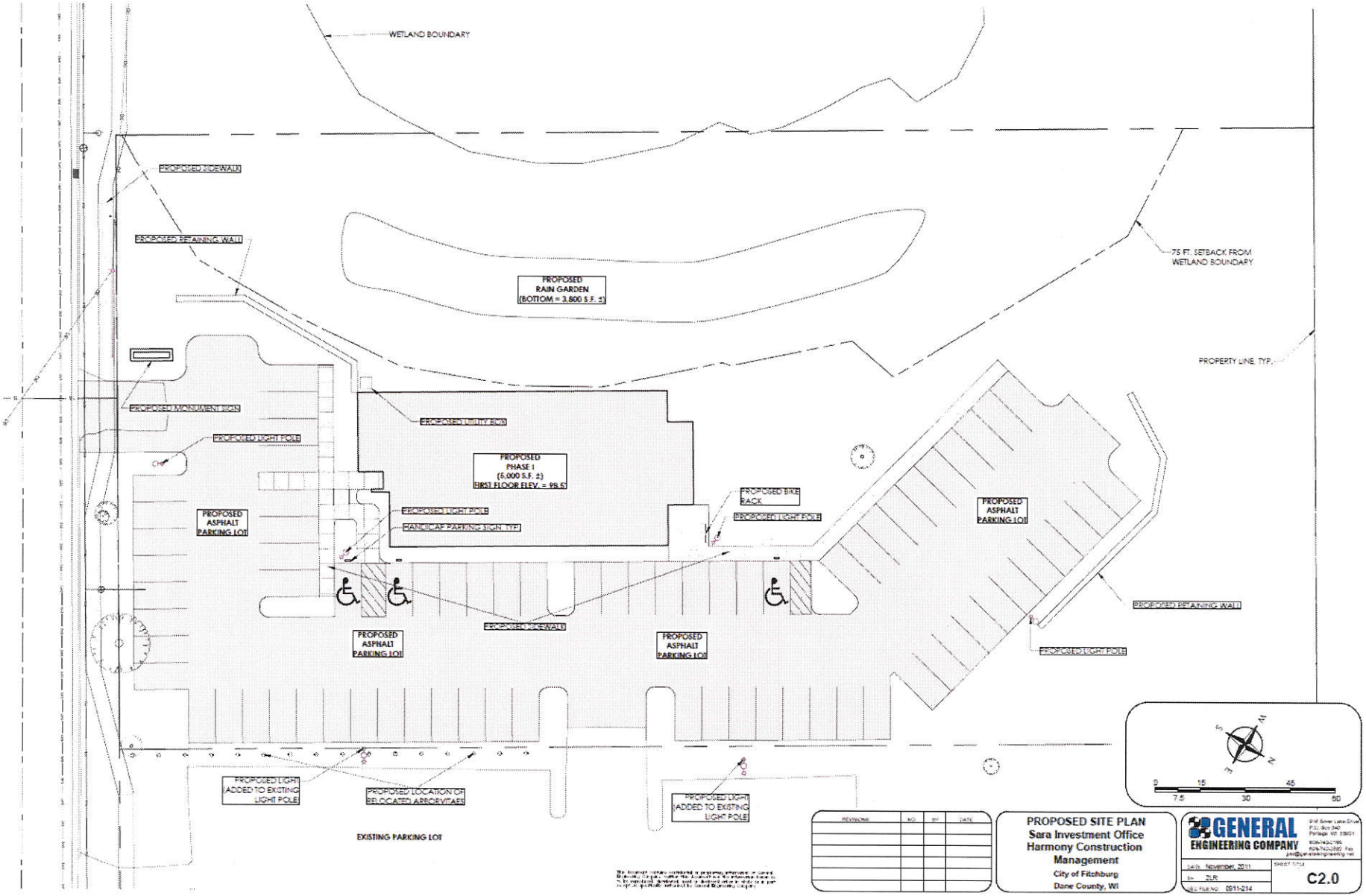
PROJECT
NESBITT ROAD
FITCHBURG, WISCONSIN

SARA INVESTMENT REAL ESTATE

DRAWING
SITE PLAN - PARKING OPTION B

DATE
04.05.07

C1.0B



REVISIONS	NO.	BY	DATE

PROPOSED SITE PLAN
Sara Investment Office
Harmony Construction Management
City of Fitchburg
Dane County, WI

GENERAL ENGINEERING COMPANY
9141 Sheer Lake Drive
P.O. Box 340
Portage, WI 53901
608-742-2169
608-742-2592 Fax
jim@generalengineering.net

DATE: November, 2011
BY: ZLR
JOB FILE NO: 0911-214
SHEET TITLE: C2.0

PARKING LOT EASEMENT

8 3 5 1 4 8 7
Tx:8212434

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
4848683
03/05/2012 08:37 AM
Trans. Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 7

THIS PARKING LOT EASEMENT AGREEMENT (the **"Agreement"**) is between SO Nesbitt LLC, a Wisconsin limited liability company (**"Parcel A Owner"**) and Nesbitt Office LLC, a Wisconsin limited liability company (**"Parcel B Owner"**).

RECITALS:

1. Parcel A Owner is the owner of certain real property located in Dane County, Wisconsin, as described on the attached Exhibit "A" and referred to on the exhibit and in this Agreement as **"Parcel A."**

Name and Return Address:

John W. Van Note
20 North Carroll Street
Madison, WI 53703

225/0609-072-6610-2
(Parcel Identification Number)

2. Parcel B Owner is the owner of certain real property also located in Dane County, Wisconsin, adjoining Parcel A, as described on the attached Exhibit "B" and referred to on the exhibit and in this Agreement as **"Parcel B."**

3. Parcel A Owner and Parcel B Owner wish to grant each other certain easement rights as more fully set forth below.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Grant by Parcel A Owner.** Parcel A Owner grants to Parcel B Owner for the benefit of Parcel B Owner and Parcel B and all present and future owners of Parcel B and their occupants, agents, employees, guests, licensees, and invitees (collectively **"Users"**) a perpetual nonexclusive easement

A. To use any portions of Parcel A that are used as drive aisles and pedestrian walkways for vehicular and pedestrian ingress and egress over, on, and across such portions of Parcel A to obtain access to and from Parcel B and public rights-of-way; and

B. To park vehicles on any portion of Parcel A that is used for vehicular parking.

The areas described in (A) and (B), above, are referred to in this Agreement as the **"Parcel A Easement Areas."**

7

2. **Grant by Parcel B Owner.** Parcel B Owner grants to Parcel A Owner for the benefit of Parcel A Owner and Parcel A and all present and future owners of Parcel A and their occupants, agents, employees, guests, licensees, and invitees (collectively **"Users"**) a perpetual nonexclusive easement

A. To use any portions of Parcel B that are used as drive aisles and pedestrian walkways for vehicular and pedestrian ingress and egress over, on, and across such portions of Parcel B to obtain access to and from Parcel A and public rights-of-way; and

B. To park vehicles on any portion of Parcel B that is used for vehicular parking.

The areas described in (A) and (B), above, are referred to in this Agreement as the **"Parcel B Easement Areas."**

3. **Maintenance.** Parcel A Owner and Parcel B Owner shall at all times maintain the easements and parking areas and all driveways, walkways, and exits and appurtenances thereto as are located on their respective properties in good condition and repair and at the similar properties in the City of Fitchburg, Wisconsin, including periodic patching, resurfacing, and restriping, and keep them in a neat and safe condition free of accumulated paper, debris, other refuse, snow, and ice for the uses and purposes described in this Agreement. Maintenance shall be performed by the owner of the particular property at the owner's expense. Each party shall have the right, but not the duty, to perform any maintenance for which the obligation of performance is imposed on the other party to this Agreement. This right may only be exercised if within 30 days of delivery of written notice to the responsible party, sent by registered or certified mail and describing the maintenance to be performed by the party, the responsible party has continued to fail to perform the maintenance that is the subject of the notice. A party performing maintenance imposed on the other party to this Agreement shall be entitled to reimbursement from the other party upon the performing party's presentation of an invoice for the maintenance cost incurred.

4. **Consistent Uses Allowed.** Parcel A Owner and Parcel B Owner shall each have the rights to use the surface area of their respective properties in any way not inconsistent with the grant in this Agreement.

5. **Indemnity.** Each party to this Agreement who exercises rights under the easement granted by this Agreement (the **"Dominant Owner"**) over the lands owned by the other party (the **"Servient Owner"**) shall indemnify and defend the Servient Owner and its officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the Servient Owner's property (the **"Servient Property"**) by the Dominant Owner or its agents, contractors, subcontractors, invitees, or employees.

6. **Barriers.** The parties intend that Parcel A and Parcel B shall be served by a single continuous parking lot and that ingress and egress between the portion of the parking lot located on Parcel B and the portion of the parking lot located on Parcel A shall be open and unobstructed at all times. Accordingly, neither party shall do anything to interfere with the use of

the easements granted under this Agreement by the other party or by the Users. No curbs, barriers, fences, dividers, or other obstructions shall be constructed on or across any driveway or parking area to prevent, prohibit, or discourage the free and uninterrupted flow of vehicular and pedestrian traffic. Notwithstanding anything set forth in this Agreement to the contrary, the foregoing prohibitions and limitations shall not apply to: (a) speed bumps, speed limit signs, and the like; (b) curbs and landscape islands; and (c) other temporary structures, enclosures, and fencing erected in connection with outdoor sales of merchandise within the parking lot, provided that such structures, enclosures, and fencing do not unreasonably obstruct traffic or unreasonably limit the availability of parking spaces to members of the general public.

7. **Reasonable Rules and Regulations.** Parcel A Owner and Parcel B Owner shall each have the right to promulgate reasonable rules, restrictions, and regulations governing the use, maintenance, operation, and enjoyment of the parking lot and employee parking within the parking lot, so long as the rules, restrictions, and regulations are of general applicability and are not designed or implemented in such a manner as to discriminate against the other party to this Agreement or that party's Users. Each party to this Agreement agrees to honor any rules, restrictions, and regulations promulgated under this Agreement by the other party.

8. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Parcel A Owner and Parcel B Owner and their respective successors and assigns as owners of Parcel A and Parcel B, respectively. The easements granted under Section 1 of this Agreement are easements appurtenant to Parcel B and may not be transferred separately from, or severed from, title to Parcel B. The easements granted under Section 2 of this Agreement are easements appurtenant to Parcel A and may not be transferred separately from, or severed from, title to Parcel A. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any properties other than Parcel A and Parcel B without the consent of the owners of the fee simple interest of all of Parcel A and all of Parcel B. The specific parties named as Parcel A Owner and Parcel B Owner in this Agreement, and each of their respective successors and assigns as fee simple owners of Parcel A and Parcel B, respectively, or any portion of Parcel A or Parcel B, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in Parcel A or Parcel B, respectively, except, however, for obligations that accrued during the party's period of ownership of title.

9. **Non-Use.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Agreement.

10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

11. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Dane County, Wisconsin.

12. **Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send

a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

13. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

14. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

15. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

16. No Public Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever. Parcel B Owner and Parcel A Owner agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Parcel B Easement Areas or the Parcel A Easement Areas, whether by express grant, implication, or prescription. These measures may include, without limitation, the posting of "Private Road," "No Through Traffic," or "No Trespassing" signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

Dated the 1st day of MARCH, 2012.

*** PARCEL A OWNER ***

SO Nesbitt LLC

By:_____
Eric M. Schwartz, Manager

*** PARCEL B OWNER ***

Nesbitt Office LLC

By:_____
Eric M. Schwartz, Manager

STATE OF WISCONSIN)
)ss
COUNTY OF DANE)

Personally came before me this 1st day of MARCH, 2012, the above named Eric M. Schwartz, to me known to be the person who executed the foregoing instrument on behalf of SO Nesbitt LLC and acknowledged the same in the capacity and for the purposes therein intended.

JOHN W. VAN NOTE
NOTARY PUBLIC
STATE OF WISCONSIN

Notary Public, State of Wisconsin
My Commission ~~expires~~:
IS PERMANENT

STATE OF WISCONSIN)
)ss
COUNTY OF DANE)

Personally came before me this 1st day of MARCH, 2012, the above named Eric M. Schwartz, to me known to be the person who executed the foregoing instrument on behalf of Nesbitt Office LLC and acknowledged the same in the capacity and for the purposes therein intended.

JOHN W. VAN NOTE
NOTARY PUBLIC
STATE OF WISCONSIN

Notary Public, State of Wisconsin
My Commission ~~expires~~:
IS PERMANENT

EXHIBIT "A"

Legal Description of Parcel A

Commencing at the West ¼ corner of Section 7, T6N, R8E, City of Fitchburg, Dane County; thence N51°43'25"E, 1354.28 feet to point of beginning; thence N57°27'59"E, 206.40 feet; thence S32°32'01"E, 393.00 feet; thence S57°27'59"W, 206.40 feet; thence N32°32'01"W, 393.00 feet to point of beginning.

EXHIBIT "B"

Legal Description of Parcel B

Commencing at the West ¼ corner of Section 7, T6N, R8E, City of Fitchburg, Dane County; thence N51°43'25"E, 1354.28 feet; thence N57°27'59"E, 206.40 feet to the point of beginning; thence N57°27'59"E, 360.10 feet to west line of Limestone Lane; thence S32°32'01"E, 393.00 feet; thence S57°27'59"W, 360.10 feet; thence N32°32'01"W, 393.00 feet to point of beginning.

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred: **July 14, 2015** Ordinance Number:
Date to Report Back**: July 28, 2015** Resolution Number:

Sponsored by: Mayor Drafted by: Planning / Zoning

TITLE: Conditional Use Permit Request, CU-2068-15, by Lucas N. Roe, Agent for Realty Income Corporation, to Allow for Alcoholic Beverage Sales at AMC Theater, 6091 McKee Road, Lots 10 & 11 Fitchburg Commerce Park

Background: Applicant is requesting approval to allow for the sale of alcoholic beverages in the AMC Theater at 6091 McKee Road.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Plan Commission	Hovel/Badtke	August 18, 2015	
2				

Amendments:

Reinhart
Attorneys at Law

Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

22 East Mifflin Street
Suite 600
Madison, WI 53703-4225

Telephone: 608-229-2200
Fax: 608-229-2100
Toll Free: 800-728-6239
reinhartlaw.com

June 22, 2015

Lucas N. Roe
Direct Dial: 608-229-2251
lroe@reinhartlaw.com

DELIVERED BY FEDEX

City of Fitchburg
Planning/Zoning Department
5520 Lacy Road
Fitchburg, WI 53711

Dear Sir or Madam:

Re: Application for Conditional Use Permit
AMC Theatre, 6091 McKee Road,
Fitchburg, Wisconsin

Enclosed please find the following in connection with a request for a conditional use permit for alcoholic beverage sales at the AMC Theatre located at 6091 McKee Road in Fitchburg, Wisconsin:

1. Conditional Use Permit Application
2. Check in the amount of $445
3. Three (3) 11 x 17 copies of plans for the project showing the proposed interior renovation. No exterior renovation is proposed. Alcoholic beverages are planned to be sold in the area labeled "MACGUFFINS" on the plans, which is located separate from the general concession stand and following the ticket booth.
4. Project Summary

Copies of the above are also being submitted electronically to planning@fitchburgwi.gov. If you have any questions regarding the application, please feel free to call me at (608) 229-2251. We look forward to working with you on this project.

Sincerely,

Lucas N. Roe

32278381

Encs.

THE CITY OF Fitchburg	City of Fitchburg Planning/Zoning Department 5520 Lacy Road Fitchburg, WI 53711 (608) 270-4200	**CONDITIONAL USE PERMIT APPLICATION**

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

1. **Location of Property:**
   Street Address: 6091 McKee Rd., Fitchburg, WI 53719

   Legal Description - (Metes & Bounds, or Lot No. And Plat): See attached Exhibit "A"

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

2. **Current Use of Property:** Motion picture theatre
3. **Proposed Use of Property:** Motion picture theatre with alcoholic beverage sales (no change to site plan)
4. **Proposed Development Schedule:** Complete construction by approximately December 2015
5. **Zoning District:** B-H Highway Business District
6. **Future Land Use Plan Classification:** Business

***Pursuant to Section 22-3(b) of the Fitchburg Zoning Ordinance, all Conditional Use Permits shall be consistent with the currently adopted City of Fitchburg Comprehensive Plan.

***Attach three (3) copies of a site plan which shows any proposed land divisions, plus vehicular access points and thel ocation and size of all existing and proposed structures and parking areas. Two (2) of the three (3) copies shall be no larger than 11" x 17". Submit one (1) pdf document of the entire submittal to planning@fitchburgwi.gov.

Additional information may be requested.

Type of Residential Development (If Applicable): _____

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

No. Of Parking Stalls: _____

Type of Non-residential Development (If Applicable): Motion picture theatre

Proposed Hours of Operation: 9:00am-3:00am (alcoholic beverage sales will comply with statutory closing hours) **No. Of Employees:** _____

Floor Area: 85,100 **No. Of Parking Stalls:** No change from existing

Sewer: Municipal ☑ **Private** ☐ **Water: Municipal** ☑ **Private** ☐

Current Owner of Property: Realty Income Corporation

Address: 11995 El Camino Corporation, San Diego, CA 92130 **Phone No:** 800-375-6700

Contact Person: Bridget A. Holton-Deere

Email: bholton-deere@amctheatres.com

Address: 11500 Ash Street, Leawood, KS 66211 **Phone No:** 913-213-2461

Respectfully Submitted By: _____

Owner's or Authorized Agent's Signature

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

PLEASE NOTE - Applicants shall be responsible for legal or outside consultant costs incurred by the City. Submissions shall be made at least four (4) weeks prior to desired plan commission meeting.

For City Use Only: **Date Received:** _____ **Publish:** _____

Ordinance Section No. _____ **Fee Paid:** _____

Permit Request No. _____

Exhibit "A"

PARCEL A:

LOTS TEN (10) AND ELEVEN (11), CITY OF FITCHBURG COMMERCE PARK, IN THE CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.

LOT 10--PARCEL NO. 225-0609-071-0910-4
ADDRESS PER TAX ROLL: NO PARCEL ADDRESS AVAILABLE

LOT 11--PARCEL NO. 225-0609-071-1005-8
ADDRESS PER TAX ROLL: 6091 MCKEE RD., FITCHBURG, WI.

PARCEL B:

LOTS ONE (1) AND TWO (2) OF CERTIFIED SURVEY MAP NO. 9099, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR DANE COUNTY, WISCONSIN IN VOLUME 51 OF CERTIFIED SURVEY MAPS, PAGES 93 AND 94 AS DOCUMENT NUMBER 3044592, IN THE CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.

SUBJECT TO AND TOGETHER WITH INGRESS-EGRESS EASEMENT OVER THE SOUTHERLY SIDE OF SAID LOTS 1 AND 2 AS SHOWN ON RECORDED CERTIFIED SURVEY MAP NO. 9099.

LOT 1--PARCEL NO. 225-0609-071-0075-6
ADDRESS PER TAX ROLL: NO PARCEL ADDRESS AVAILABLE

LOT 2--PARCEL NO. 225-0609-071-0150-4
ADDRESS PER TAX ROLL: 6101 MCKEE RD., FITCHBURG, WI.

PARCEL C:

LOT THREE (3) OF CERTIFIED SURVEY MAP NO. 9099, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR DANE COUNTY, WISCONSIN IN VOLUME 51 OF CERTIFIED SURVEY MAPS, PAGES 93 AND 94 AS DOCUMENT NUMBER 3044592, IN THE CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.

SUBJECT TO AND TOGETHER WITH INGRESS-EGRESS EASEMENT OVER THE NORTHERLY SIDE OF SAID LOT AS SHOWN ON RECORDED CERTIFIED SURVEY MAP NO. 9099.

LOT 3--PARCEL NO. 225-0609-071-0225-4
ADDRESS PER TAX ROLL: NO PARCEL ADDRESS AVAILABLE

AMERICAN MULTI-CINEMA, INC.
Theatre Support Center
11500 Ash Street
Leawood,KS, 66211

CHECK NO: 651916

DATE: 5/14/2015 **VENDOR NAME:** CITY OF FITCHBURG **VENDOR NO:** 127702

INVOICE NO	INVOICE DATE	DESCRIPTION	DISCOUNT AMOUNT	NET AMOUNT
951505122015445	2015-05-12	CONDITIONAL USE PERMIT FEE	.00	445.00
			.00	445.00

PLEASE DETACH AND RETAIN THIS STATEMENT AS YOUR RECORD OF PAYMENT. **Thank You**

WARNING: Original document has an artificial watermark on reverse side.

AMERICAN MULTI-CINEMA, INC.
Theatre Support Center
11500 Ash Street
Leawood,KS, 66211

Bank of America
Atlanta, GA US
64-1278 / 611 GA

No. 651916

CHECK DATE	CHECK NUMBER	CHECK AMOUNT
2015-05-14	651916	***$445.00

PAY Four Hundred Forty-Five Dollars And Zero Cents*****

TO THE ORDER OF
CITY OF FITCHBURG
TREASURER
5520 LACY RD
FITCHBURG, WI 53711

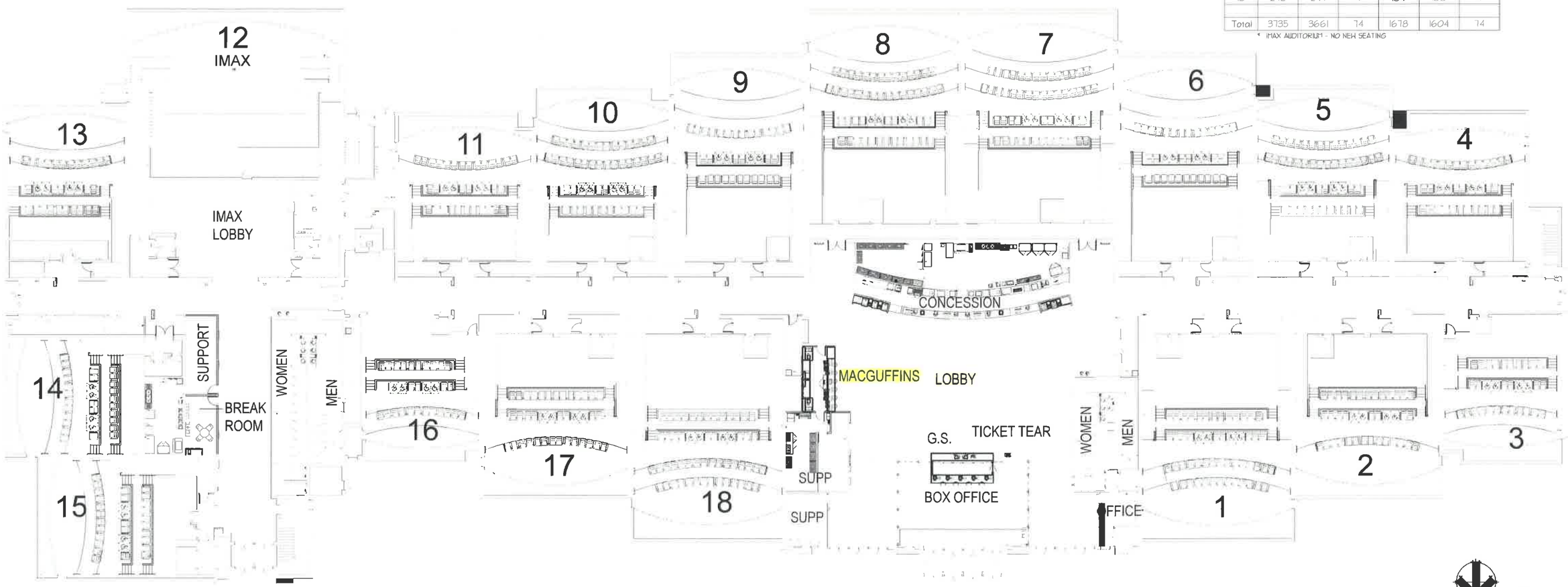
AMERICAN MULTI-CINEMA, INC.

Authorized Signature

⑈651916⑈ ⑆061112788⑆ 3299114183⑈

AUD.	Existing			New 60" seats w/ 84" row spacing		
	Total	Fixed	WCS	Total	Fixed	WCS
1	219	215	4	104	100	4
2	201	197	4	78	74	4
3	106	102	4	51	47	4
4	156	152	4	66	62	4
5	200	196	4	84	80	4
6	238	234	4	88	84	4
7	290	286	4	104	100	4
8	266	262	4	104	100	4
9	238	234	4	88	84	4
10	200	196	4	84	80	4
11	153	149	4	66	62	4
12*	352	346	6	352	346	6
13	157	153	4	59	55	4
14	157	153	4	59	55	4
15	157	153	4	59	55	4
16	106	102	4	50	46	4
17	201	197	4	78	74	4
18	278	274	4	104	100	4
Total	3735	3661	74	1678	1604	74

* IMAX AUDITORIUM - NO NEW SEATING

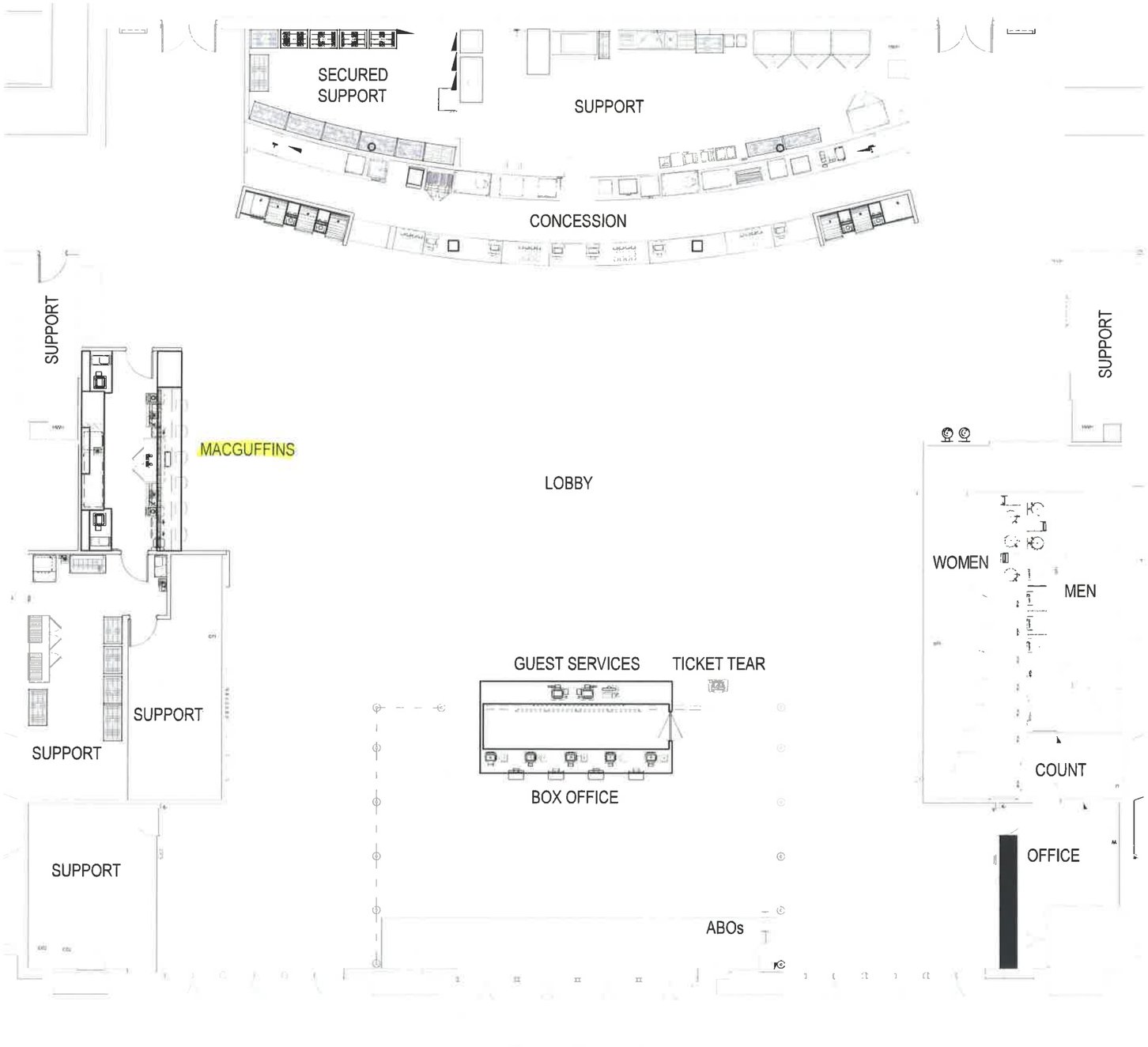


AMC FITCHBURG 18

6091 MCKEE ROAD
FITCHBURG, WI 53719

NEW ENTRY FLOOR PLAN

06.03.15



AMC FITCHBURG 18	6091 MCKEE ROAD FITCHBURG, WI 53719	ENLARGED LOBBY PLAN	06.03.15

AMC FITCHBURG 18	6091 MCKEE ROAD FITCHBURG, WI 53719	BOX OFFICE	06.03.15

AMC FITCHBURG 18	6091 MCKEE ROAD FITCHBURG, WI 53719	GUEST SERVICES	06.03.15

AMC FITCHBURG 18	6091 MCKEE ROAD FITCHBURG, WI 53719	LOBBY / CONCESSION	06.03.15	

amc	AMC FITCHBURG 18	6091 MCKEE ROAD FITCHBURG, WI 53719	MACGUFFINS BAR	06.03.15

PROJECT SUMMARY

AMC THEATRE - 6091 MCKEE ROAD, FITCHBURG, WISCONSIN

American Multi-Cinema, Inc. is proposing to completely renovate the interior of its theatre located at 6091 McKee Road. The renovation is planned to include:

- Conversion to 60" luxury power recliners in all standard auditoriums.
- Availability of reserved seating.
- Sight and sound upgrades, including replacing carpeting and refreshing auditoriums and common areas.
- Expanding and upgrading concessions to include Coca-Cola Freestyle dispensers.
- Sale of beer, wine and spirits for on-site consumption.
- No modifications to the exterior of the building or parking are proposed.

Beer, wine and spirits for on-site consumption are planned to be sold at the "MacGuffins" located separate from the concession stand following the ticket booth (as shown on the enclosed plans).

With over 100 theatres in the United States licensed to serve alcoholic beverages, AMC has developed considerable experience in the safe and controlled service of beer, wine and spirits, which includes strict operational guidelines, corporate training (in addition to TIPS training) and a zero tolerance policy. The following are a few of the additional safeguards implemented by AMC to ensure a pleasurable viewing experience:

- Alcoholic beverages are sold to ticketed guests only.
- Everyone is carded.
- Alcoholic beverages are sold in distinctive cups.
- Compliance is monitored with Mystery Shops.
- Video surveillance is installed in the bar area.

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred: **July 14, 2015** Ordinance Number:
Date to Report Back**: July 28, 2015** Resolution Number: R-XX-14

Sponsored by: Mayor Drafted by: Planning / Zoning

TITLE: Final Plat Request, FP-2069-15, Deborah Hatfield, Agent for Hamm Fam Land LLC, for the Final Plat of First Addition to Quarry Vista

Background: Applicant is requesting approval of the Final Plat for the First Addition to Quarry Vista. The plat calls for 52 parcels, 44 of which would be buildable. This is the second phase of the Quarry Vista development.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Plan Commission	Hovel/Badtke	July 21, 2015	
2				

Amendments:

1-9936 6/24/15 RB

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

LAND DIVISION APPLICATION

The undersigned owner, or owner's authorized agent, of property herein described hereby submits ten (10) copies of the attached maps, one (1) copy no larger than 11" x 17", and one (1) pdf document of the complete submittal (planning@city.fitchburg.wi.us) for approval under the rules and requirements of the Fitchburg Land Division Ordinance.

1. Type of Action Requested:

- ☐ Certified Survey Map Approval
- ☐ Preliminary Plat Approval
- ☒ Final Plat Approval
- ☐ Replat
- ☐ Comprehensive Development Plan Approval

2. Proposed Land Use (Check all that Apply):

- ☒ Single Family Residential
- ☐ Two-Family Residential
- ☐ Multi-Family Residential
- ☐ Commercial/Industrial

3. No. of Parcels Proposed: 52

4. No. Of Buildable Lots Proposed: 44`

5. Zoning District: R-L AND R-D

6. Current Owner of Property: Hamm Fam Land LLC

Address: 6291 Lacy Road, Fitchburg, WI 53593 **Phone No:** (608) 845-7804

7. Contact Person: Phil Sveum

Email: psveum@cbsuccess.com

Address: 5500 E. Cheryl Parkway, Fitchburg, WI 53711 **Phone No:** 608-288-3339

8. Submission of legal description in electronic format (MS Word or plain text) by email to: planning@city.fitchburg.wi.us

Pursuant to Section 24-2 (4) of the Fitchburg Land Division Ordinance, all Land Divisions shall be consistent with the currently adopted City of Fitchburg Comprehensive Plan.

Respectfully Submitted By: Keith C Hammersley Keith Hammersley ~~Phil Sveum~~

Owner's or Authorized Agent's Signature — Print Owner's or Authorized Agent's Name

PLEASE NOTE - Applicants shall be responsible for legal or outside consultant costs incurred by the City. Submissions shall be made at least four (4) weeks prior to desired plan commission meeting.

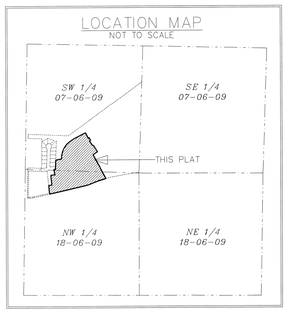
For City Use Only: **Date Received:** 6/23/2015

Ordinance Section No. _____ **Fee Paid:** $6,280

Permit Request No. FP-2069-15

FIRST ADDITION TO QUARRY VISTA

ALL OF OUTLOT 3, QUARRY VISTA AS RECORDED IN VOLUME ____ OF PLATS, ON PAGES __–__, AS DOCUMENT NUMBER _____, DANE COUNTY REGISTRY, LOCATED IN THE NORTHEAST, SOUTHEAST AND SOUTHWEST QUARTERS OF THE SOUTHWEST QUARTER OF SECTION 07 AND THE NORTHWEST AND NORTHEAST QUARTERS OF THE NORTHWEST QUARTER OF SECTION 18, ALL IN TOWNSHIP 06 NORTH, RANGE 09 EAST, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.

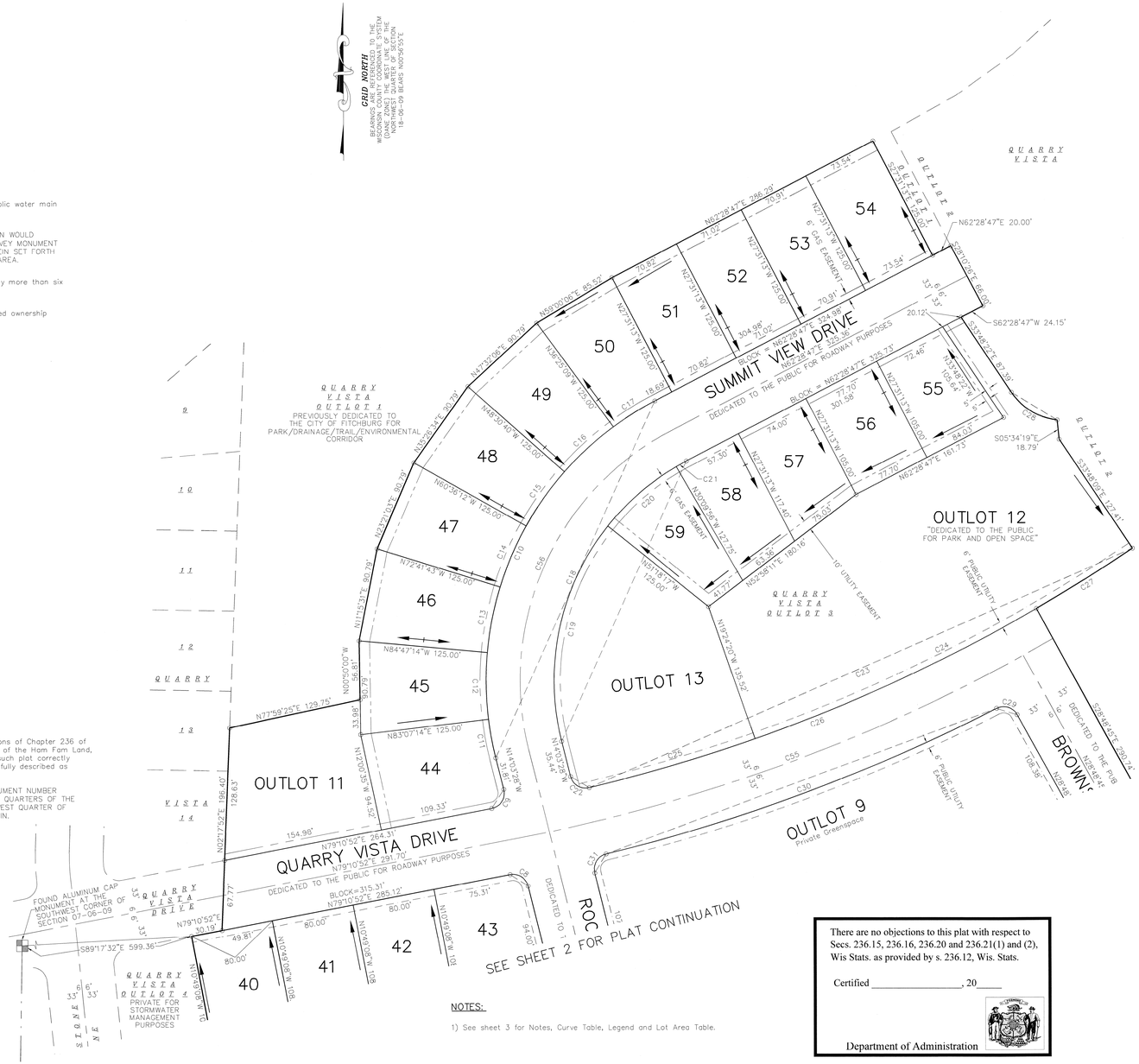


0 60 120 180

SCALE : ONE INCH = SIXTY FEET

GRID NORTH

BEARINGS ARE REFERENCED TO THE WISCONSIN COORDINATE REFERENCE SYSTEM (DANE ZONE) THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 18 HAVING A BEARING OF S00°49'00"E.



NOTES

1) Outlot 12 is dedicated to the public for park and open space.

2) Outlots 6 and 8 are Dedicated to the public for park and open space, pedestrian/bike path, and public water main purposes.

3) UTILITY EASEMENTS. NO POLES OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE, OR OBSTRUCT VISION ALONG ANY LOT LINE. THE DISTURBANCE OF A SURVEY MONUMENT BY ANYONE IS A VIOLATION OF SECTION 236.32 OF WISCONSIN STATUTES. UTILITY EASEMENTS AS HEREIN SET FORTH ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE PUBLIC UTILITIES HAVING THE RIGHT TO SERVE THE AREA.

4) Given underground installation for electric and communications, the final grade shall not be altered by more than six (6) inches without written consent of the utilities involved.

5) Outlots 11 and 13 are private for stormwater management purposes. Each lot will have an apportioned ownership share.

6) Outlots 7 and 10 are Private Road Easement and Public Utility Easement owned by the HOA.

CONSENT OF MORTGAGEE

Oak Bank, a banking association duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this plat and does hereby consent to the Owner's Certificate.

IN WITNESS WHEREOF, the said Oak Bank, has caused these presents to be signed by _____, its _____, and countersigned by _____, its _____, at Madison, Wisconsin. This _____ day of _____, 20___.

Oak Bank

_____ _____

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 20___.
_____ and, _____
of the above named banking association, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____ and _____ of said banking association, and acknowledged that they executed the foregoing instrument as such officers as the deed of said banking association, by its authority.

_____ My Commission expires : _____
Notary Public, Wisconsin

SURVEYOR'S CERTIFICATE

I, Michelle L. Burse, Professional Land Surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Fitchburg, and under the direction of the Ham Fam Land, LLC, owner of said land, I have surveyed, divided and mapped FIRST ADDITION TO QUARRY VISTA; that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is more fully described as follows:

ALL OF OUTLOT 3, QUARRY VISTA AS RECORDED IN VOLUME ____ OF PLATS, ON PAGES __–__, AS DOCUMENT NUMBER _____ DANE COUNTY REGISTRY, LOCATED IN THE NORTHEAST, SOUTHEAST AND SOUTHWEST QUARTERS OF THE SOUTHWEST QUARTER OF SECTION 07 AND THE NORTHWEST AND NORTHEAST QUARTERS OF THE NORTHWEST QUARTER OF SECTION 18, ALL IN TOWNSHIP 06 NORTH, RANGE 09 EAST, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.

Dated this 22ND day of JUNE, 2015

Signed: Michelle L. Burse
Michelle L. Burse, P.L.S. No. 2020

WISCONSIN
MICHELLE L. BURSE
S-2020
Sun Prairie
WI
LAND SURVEYOR

SURVEYED BY:
Burse
surveying & engineering Inc.
2801 International Lane, Suite 101
Madison, WI 53704 608.250.9263
Fax: 608.250.9266
email: mburse@bse-inc.net
www.bursesurveyengr.com

Date: June 22, 2015
Plot View: Final Plat
M:\PROJECTS\BSE1690\dwg\FPBSE1690-1.DWG

NOTES:

1) See sheet 3 for Notes, Curve Table, Legend and Lot Area Table.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

FIRST ADDITION TO QUARRY VISTA

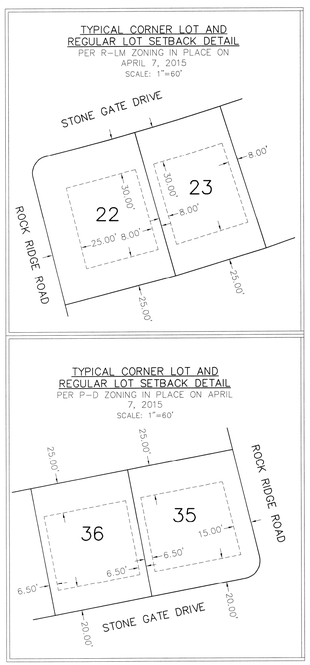
ALL OF OUTLOT 3, QUARRY VISTA AS RECORDED IN VOLUME _____ OF PLATS, ON PAGES __–__, AS DOCUMENT NUMBER _____, DANE COUNTY REGISTRY, LOCATED IN THE NORTHEAST, SOUTHEAST AND SOUTHWEST QUARTERS OF THE SOUTHWEST QUARTER OF SECTION 07 AND THE NORTHWEST AND NORTHEAST QUARTERS OF THE NORTHWEST QUARTER OF SECTION 18, ALL IN TOWNSHIP 06 NORTH, RANGE 09 EAST, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.

GRID NORTH

BEARINGS ARE REFERENCED TO THE WISCONSIN COORDINATE REFERENCE SYSTEM (DANE ZONE) THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 18-06-09 BEARS N00°05'25"E

0 60 120 180

SCALE : ONE INCH = SIXTY FEET



NOTES:

1) See sheet 3 for Notes, Curve Table, Legend and Lot Area Table.

WISCONSIN MICHELLE L. BURSE S-2020 Sun Prairie WI 06/22/2015 LAND SURVEYOR

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20_____

Department of Administration

SURVEYED BY:

Burse surveying & engineering Inc.

2801 International Lane, Suite 101
Madison, WI 53704 608.250.9263
Fax: 608.250.9266
email: mburse@bse-inc.net
www.bursesurveyengr.com

Date: June 22, 2015
Plot View: Final Plat
M:\PROJECTS\BSE1690\dwg\FPBSE1690-1.DWG

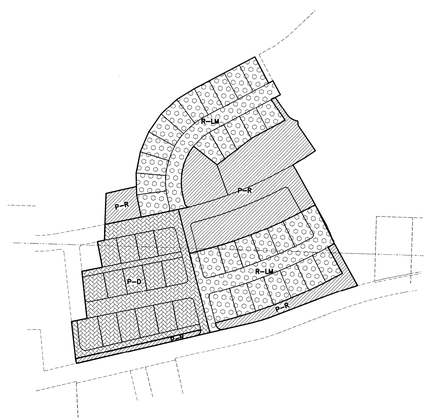
FIRST ADDITION TO QUARRY VISTA

ALL OF OUTLOT 3, QUARRY VISTA AS RECORDED IN VOLUME _____ OF PLATS, ON PAGES __–__, AS DOCUMENT NUMBER _____, DANE COUNTY REGISTRY, LOCATED IN THE NORTHEAST, SOUTHEAST AND SOUTHWEST QUARTERS OF THE SOUTHWEST QUARTER OF SECTION 07 AND THE NORTHWEST AND NORTHEAST QUARTERS OF THE NORTHWEST QUARTER OF SECTION 18, ALL IN TOWNSHIP 06 NORTH, RANGE 09 EAST, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.

LEGEND

- ⊙ 1" IRON PIPE FOUND UNLESS NOTED
- ● 3/4" SOLID IRON ROD FOUND UNLESS NOTED
- ○ 1-1/4" X 30" SOLID IRON RE-ROD SET, WT. 4.30 lbs./ft. ALL OTHER CORNERS MARKED WITH A 3/4"X18" SOLID IRON ROD, WT. 1.50 lbs./ft.
- ( ) INDICATES RECORDED AS
- DISTANCES ARE GROUND AND MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
- ← ARROWS INDICATE THE DIRECTION OF SURFACE DRAINAGE SWALE AT INDIVIDUAL PROPERTY LINES. SAID DRAINAGE SWALE SHALL BE GRADED WITH THE CONSTRUCTION OF EACH PRINCIPAL STRUCTURE AND MAINTAINED BY THE LOT OWNER UNLESS MODIFIED WITH THE APPROVAL OF THE CITY ENGINEER.

EXISTING ZONING DETAIL



CURVE TABLE

NUMBER	ARC LENGTH	CENTRAL ANGLE	RADIUS	CHORD DIRECTION	CHORD LENGTH	T.B. IN	T.B. OUT
C1	39.88	91°24'22"	25.00	S31°38'43"W	35.79		
C2	5.65	12°56'35"	25.00	N07°55'10.5"W	5.64		S01°06'53"E
C3	34.24	78°27'47"	25.00	N38°07'00.5"E	31.62	S01°06'53"E	
C4	43.10	96°49'57"	25.50	N54°14'06.5"W	38.15		
C5	22.71	86°45'40"	15.00	S57°26'18"E	20.61		
C6	24.87	95°00'00"	15.00	N53°19'08"W	22.12		
C7	24.41	93°14'20"	15.00	S32°33'42"W	21.80		
C8	22.71	86°45'40"	15.00	S57°26'18"E	20.61		
C9	24.41	93°14'20"	15.00	S32°33'42"W	21.80		
C10	408.76	76°32'15"	306.00	N24°12'39.5"E	379.04		
C11	38.34	07°10'42"	306.00	S10°28'07"E	38.31		N06°52'46"W
C12	64.58	12°05'31"	306.00	S00°50'00.5"E	64.46	N06°52'46"W	N05°12'46"E
C13	64.58	12°05'31"	306.00	S11°15'31.5"W	64.46	N05°12'46"E	N17°18'17"E
C14	64.58	12°05'31"	306.00	S23°21'02.5"W	64.46	N17°18'17"E	N29°23'48"E
C15	64.58	12°05'31"	306.00	S35°26'34.5"W	64.46	N29°23'48"E	N41°29'20"E
C16	64.58	12°05'31"	306.00	S47°32'05.5"W	64.46	N41°29'20"E	N53°34'51"E
C17	47.53	08°53'56"	306.00	S58°01'49"W	47.48	N53°34'51"E	
C18	320.60	76°32'15"	240.00	N24°12'39.5"E	297.28		
C19	220.97	52°45'11"	240.00	N12°19'07.5"E	213.25		N38°41'43"E
C20	88.55	21°08'21"	240.00	N49°15'53.5"E	88.05	N38°41'43"E	N59°50'04"E
C21	11.08	02°38'44"	240.00	N61°09'26"E	11.08	N59°50'04"E	
C22	23.42	89°27'27"	15.00	N58°47'11.5"W	21.11	S76°29'05"W	
C23	579.98	20°17'14"	1638.00	N66°20'28"E	576.96	S56°11'51"W	S76°29'05"W
C24	411.59	14°23'49"	1638.00	N63°23'45.5"E	410.51	S56°11'51"W	S70°35'40"W
C25	168.39	05°53'25"	1638.00	N73°32'22.5"E	168.32	S70°35'40"W	S76°29'05"W
C26	469.96	16°26'19"	1638.00	N68°15'55.5"E	468.35	S60°02'46"W	S76°29'05"W
C27	110.02	03°50'55"	1638.00	N58°07'18.5"E	110.00	S56°11'51"W	S60°02'46"W
C28	53.69	49°37'10"	62.00	N58°36'57"W	52.03	N83°23'32"W	
C29	23.14	88°23'15"	15.00	S73°00'22.5"E	20.91	N62°48'00"E	
C30	406.09	13°39'16"	1704.00	S69°37'38"W	405.13	S62°48'00"W	S76°27'16"W
C31	23.70	90°30'44"	15.00	N31°11'54"E	21.31		N76°27'16"E
C32	23.44	89°32'37"	15.00	N58°49'46.5"W	21.13	S76°23'55"W	
C33	23.94	91°26'12"	15.00	S16°54'21"W	21.48		S62°37'28"W
C34	467.35	13°46'27"	1944.00	S69°30'41.5"W	466.23	S62°37'28"W	S76°23'55"W
C35	77.89	02°17'45"	1944.00	N63°46'20.5"E	77.89	S62°37'28"W	S64°55'12"W
C36	77.49	02°17'02"	1944.00	N66°03'43"E	77.49	S64°55'12"W	S67°12'15"W
C37	78.29	02°18'27"	1944.00	N68°21'28.5"E	78.28	S67°12'15"W	S69°30'41"W
C38	77.89	02°17'45"	1944.00	N70°39'33.5"E	77.89	S69°30'41"W	S71°48'26"W
C39	77.58	02°17'12"	1944.00	N72°57'02"E	77.58	S71°48'26"W	S74°05'38"W
C40	78.20	02°18'17"	1944.00	N75°14'46.5"E	78.20	S74°05'38"W	S76°23'55"W
C41	23.68	90°26'05"	15.00	N31°09'34.5"E	21.29	S76°23'55"W	N76°22'37"E
C42	556.26	15°51'23"	2010.00	S68°26'55.5"W	554.49		S76°22'37"W
C43	30.00	00°51'19"	2010.00	N60°56'53.5"E	30.00		S61°22'33"W
C44	74.88	02°08'04"	2010.00	N62°26'35"E	74.88	S61°22'33"W	S63°30'37"W
C45	74.88	02°08'04"	2010.00	N64°34'39"E	74.88	S63°30'37"W	S65°38'42"W
C46	74.88	02°08'04"	2010.00	N66°42'44"E	74.88	S65°38'42"W	S67°46'46"W
C47	74.88	02°08'04"	2010.00	N68°50'48"E	74.88	S67°46'46"W	S69°54'50"W
C48	74.88	02°08'04"	2010.00	N70°58'53"E	74.88	S69°54'50"W	S72°02'55"W
C49	74.88	02°08'04"	2010.00	N73°06'57"E	74.88	S72°02'55"W	S74°10'59"W
C50	76.97	02°11'38"	2010.00	N75°16'48"E	76.96	S74°10'59"W	S76°22'37"W
C51	38.66	88°35'38"	25.00	N58°21'17"W	34.92	S76°22'37"W	
C52	82.53	07°52'51"	600.00	S73°24'29.5"W	82.46		
C53	145.92	04°37'09"	1810.00	N71°46'39.5"E	145.88		N74°05'14"E
C54	648.01	18°46'49"	1977.00	S69°47'27.5"W	645.12	S60°24'03"W	
C55	557.40	19°06'45"	1671.00	S69°37'29.5"W	554.82	S60°04'07"W	
C56	364.68	76°32'15"	273.00	N24°12'39.5"E	338.17		

LOT AREA TABLE

NAME	SQ. FT.	ACRES
16	11839	0.2718
17	10176	0.2336
18	9972	0.2289
19	9767	0.2242
20	9562	0.2195
21	10543	0.2420
22	11666	0.2678
23	9632	0.2211
24	9632	0.2211
25	9632	0.2211
26	9632	0.2211
27	9632	0.2211
28	9632	0.2211
29	10444	0.2398
30	8812	0.2023
31	8902	0.2044
32	8857	0.2033
33	8822	0.2025
34	10655	0.2446
35	9971	0.2289
36	8932	0.2050
37	8932	0.2050
38	8932	0.2050
39	10065	0.2311
40	8640	0.1983
41	8640	0.1983
42	8640	0.1983
43	9953	0.2285
44	11135	0.2556
45	9576	0.2198
46	9576	0.2198
47	9576	0.2198
48	9576	0.2198
49	9576	0.2198
50	9384	0.2154
51	8853	0.2032
52	8877	0.2038
53	8864	0.2035
54	9193	0.2110
55	8216	0.1886
56	8159	0.1873
57	8229	0.1889
58	8040	0.1846
59	8298	0.1905
outlot 6	10665	0.2448
outlot 7	16282	0.3738
outlot 8	32163	0.7384
outlot 9	55325	1.2701
outlot 10	10204	0.2342
outlot 11	17692	0.4061
outlot 12	68206	1.5658
outlot 13	32468	0.7454

OWNER'S CERTIFICATE OF DEDICATION

Hamm Fam Land, LLC, as owner, does hereby certify that we caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on the map hereon. We further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection :

Department of Administration
Common Council, City of Fitchburg
Dane County Zoning and Natural Resources Committee

WITNESS the hands and seals of said owner this _____ day of _____, 201_.

_____
Hamm Fam Land, LLC
By: Keith Hammersley, member

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 201_, the above named Keith Hammersley, member of, Hamm Fam Land, LLC to me known to be the person who executed the foregoing instrument and acknowledge the same.

_____
Notary Public

My Commission expires : _____

CERTIFICATE OF CITY TREASURER

State of Wisconsin)
)ss.
County of Dane)

I, Brian J. Doheny, being the duly elected, qualified and acting City Treasurer of the City of Fitchburg, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this _____ day of _____, 201_, on any of the lands included in the plat of QUARRY VISTA.

_____ _____
Date Brian J. Doheny, City Treasurer

CERTIFICATE OF COUNTY TREASURER

State of Wisconsin)
)ss.
County of Dane)

I, Adam Gallagher, being the duly elected, qualified and acting treasurer of the County of Dane, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or unpaid special assessments as of this _____ day of _____, 201_, affecting the lands included in the plat of QUARRY VISTA

_____ _____
Date Adam Gallagher, County Treasurer

CERTIFICATE OF CITY CLERK

State of Wisconsin)
)ss.
County of Dane)

"RESOLVED that this plat known as FIRST ADDITION TO QUARRY VISTA, located in the City of Fitchburg was hereby approved by resolution No. _____, file number _____ adopted on this _____ day of _____, 201_, and further resolved that the conditions of said approval were fulfilled on this _____ day of _____, 201_, and that said resolution further provided for the acceptance of those lands and rights dedicated by said FIRST ADDITION TO QUARRY VISTA for public use".

_____ _____
Date Linda Cory, City Clerk

WISCONSIN
MICHELLE L. BURSE
S-2020
Sun Prairie
WI
LAND SURVEYOR
06/22/2015

SURVEYED FOR :
Hamm Fam Land, LLC
c\o Keith Hammersley
6291 Lacy Road
Fitchburg, WI 53593

SURVEYED BY:
Burse
surveying & engineering Inc.
2801 International Lane, Suite 101
Madison, WI 53704 608.250.9263
Fax: 608.250.9266
email: mburse@bse-inc.net
www.bursesurveyengr.com

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

RECORDING DATA

CERTIFICATE OF REGISTER OF DEEDS

Received for recording this _____ day of _____, 201_, at _____ o'clock ____M. and recorded in Volume _____ of Plats, on pages _____.
Doc. No. _____.

_____
Kristi Chlebowski, Dane County
Register of Deeds

Date: June 22, 2015
Plot View: Final Plat
M:\PROJECTS\BSE1690\dwg\FPBSE1690-1.DWG

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred: **July 14, 2015** Ordinance Number: 2015-O-22
Date to Report Back**: July 28, 2015** Resolution Number:

Sponsored by: Mayor Drafted by: Planning/Zoning

TITLE: **AN ORDINANCE AMENDING CHAPTER 26 SIGN ORDINANCE TO AMEND SECTION 26-121(2) OF CHAPTER 26 SIGN ORDINANCE RELATIVE TO SIZE OF SIGN IDENTIFYING APARTMENT/TOWNHOUSE COMPLEX**

Background: This amendment stems from conversations with the developer of North Park, who is looking to construct an approximately 72 square foot sign on the wall of the pool for The Addison apartment complex in the North Park development. The development is zoned SmartCode, but the proposed sign faces Syene Road, which is considered a B-Street, and uses Chapter 26 Sign Ordinance for sign regulations. Due to the location of the stormwater detention pond and the setback from the street and intersection, they are looking to exceed the allowed 40 square foot limitation so that the sign can be relative to the scale of the project. Staff met with the developers and is proposing an amendment that would allow for a larger sign is certain criteria are satisfied.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Plan Commission	Hovel/Badtke	July 21, 2015	
2				
3				
4				

Amendments:

Mayor Arnold
Introduced By

Planning Dept.
Drafted By

Plan Commission
Referred to

June 17, 2014
Date

ORDINANCE NO. 2015-O-22
AN ORDINANCE AMENDING CHAPTER 26 SIGN ORDINANCE TO AMEND SECTION 26-121(2) RELATIVE TO SIZE OF SIGN IDENTIFYING APARTMENT/TOWNHOUSE COMPLEX

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

SECTION 1: Section 26-121(2) Multifamily residential districts, is hereby amended to read:

Section 26-121(2) A sign identifying an apartment/townhouse complex not to exceed a maximum of 40 square feet per sign. Total signage allowed shall not exceed 150 square feet. A sign identifying an apartment/townhouse complex may be allowed up to 80 square feet if the following criteria are met:

a. Complex is set back a minimum of 150 feet from a street or street intersection due to a publicly dedicated stormwater facility; and
b. Sign is placed on a water feature or retaining wall that is incorporated into the design of the project; and
c. Total signage allowed for the complex, including this sign, shall not exceed 150 square feet; and
d. All other aspects of Chapter 26 sign ordinance are met.

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

SECTION 3: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by reason of a decision of any court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence, clause or phrase thereof.

Adopted this ____ day of_____, 2015.

_____
Stephen L. Arnold, Mayor

_____
Patti Anderson, City Clerk

Attested:_____

Published: _____, 2015

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred**: July 14, 2015** Ordinance Number: **2015-O-23**
Date to Report Back**: July 28, 2015** Resolution Number:

Sponsored by: Alders Stern, Gonzalez & Carpenter Drafted by: Patrick Stern

TITLE: **An Ordinance Amending Chapter 70, Section 70-309 Forfeiture Schedule**

Background:

When initially enacted the fine schedule for remediation and rehabilitation made sense. As it is clear that we are edging closer to an end to national prohibition, it's time to revisit the fine for possession of marijuana to more closely reflect our values and enforcement priority. Study after study show that those affected by the fines are disproportionately minority, but also Dane County's advisory referendum showed very clearly that this is no longer an area of concern for most people. This update adheres to state and federal law, but places the proper emphasis on the enforcement of the current prohibitive policies. The current forfeiture for possession of marijuana with costs is $1321.00. This ordinance reduces the total forfeiture to $62.26.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Public Safety & Human Services	Anderson	July 28, 2015	
2	Finance Committee	Dodge	July 28, 2015	
3				
4				

Amendments:

Steve Arnold, Mayor
Introduced by

Alders Stern, Gonzalez & Carpenter
Prepared by

Public Safety & Finance
Referred to

July 14, 2015
Date

ORDINANCE 2015-O-23

An Ordinance Amending Chapter 70, Section 70-309 Forfeiture Schedule

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

Section 1. Section 70-309 is amended to read:

70-309 Below is the base range for forfeitures, excluding court costs and other miscellaneous fees, for penalties for any person violating any provision of this Code where a penalty has not already been provided:

Forfeiture		
70-122	Possession of marijuana	~~$500.00 – 1,000.00~~ $0--$5.00

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

Section 3. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by reason of a decision of any court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence, clause or phrase thereof

Adopted this _____ day of _____, 20___.

_____
Patti Anderson, City Clerk

_____
Steve L. Arnold, Mayor

Published:

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred**: 7/14/2015**
Date to Report Back**: 7/28/2015**

Ordinance Number:
Resolution Number: R-72-15

Sponsored by: Mayor

Drafted by: Matt Prough, IT Manager

TITLE: Authorizing Approval of the Microsoft Enterprise License Agreement Renewal

Background: The City of Fitchburg is entering the final year of the three year Microsoft Enterprise License Agreement. This agreement entitles city staff to use Office 365 web-based email and provides Office suite licenses, Microsoft Windows licenses, and server licenses. These licenses are critical and necessary for City staff to utilize the computers and applications on the city network. The agreement is managed by CDWG, Inc.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Finance Committee	Dodge	7/28/2015	
2				
3				
4				

Amendments:

Steve Arnold, Mayor
Introduced by

I.T.
Prepared by

Finance Committee
Committee

July 14, 2015
Date

RESOLUTION R-72-15

AUTHORIZING APPROVAL OF THE MICROSOFT ENTERPRISE LICENSE AGREEMENT RENEWAL

WHEREAS, the City is entering the final year of a three year Microsoft Enterprise License Agreement originally signed in 2013; and

WHEREAS, the Microsoft Enterprise License Agreement provides essential and necessary software licenses for email, productivity software, and Windows computer and server licenses; and

WHEREAS, the Microsoft licenses are required for city staff to access their computers and applications; and

WHEREAS, CDWG, Inc. is the vendor that provides the agreement renewal; and

WHEREAS, the cost for the license agreement renewal is $73,332.46.

NOW BE IT HEREBY RESOLVED, by the Fitchburg Common Council that it approves the renewal of the Microsoft Enterprise License Agreement provided by CDWG, Inc.

BE IT FURTHER RESOLVED, by the Fitchburg Common Council that the Mayor and City Clerk are authorized to sign the agreement with Microsoft and CDWG for the Microsoft Enterprise License Agreement renewal.

Adopted this _____ day of _____, 20___.

_____
Patti Anderson, City Clerk

_____
Stephen L. Arnold, Mayor

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred**: July 14, 2015** Ordinance Number:
Date to Report Back**: July 28, 2015** Resolution Number: R-74-15

Sponsored by: Mayor Drafted by: Public Works

TITLE: **A RESOLUTION GRANTING A PRIVATE SANITARY SEWER EASEMENT ON LOT 2 OF CSM 445 (MCGAW PARK) TO 5267 LACY ROAD, CITY OF FITCHBURG, WISCONSIN**

Background:
Per Ordinance 40-631, parcels are required to connect to public sanitary sewer and abandon their septic system within 90 days of notification if they are located with the utility adjacent to a utility sewer. A public utility sanitary sewer is located adjacent to 5267 Lacy Road along Lacy Road. The sanitary sewer service stub for this property is terminated on the west side of the McGaw Park entrance within the right-of-way. In order to accommodate this sanitary sewer connection, an easement across McGaw Park property is needed. The DNR is agreeable to this easement as long as there will not be any above ground structures, the site will be restored to pre-existing conditions or better within 12 months of ground disturbance, and there will not be present or future impacts to the outdoor recreational opportunities in the recreational area.

5267 Lacy Road is in the process of being sold. To expedite this approval process this easement has been placed on the July 9, 2015 Parks Commission agenda for action.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Planning Commission	Hovel	7/21/15	
2				
3				
4				

Amendments:

PRIVATE SANITARY SEWER EASEMENT

This Private Sanitary Sewer Easement (the "easement") is granted this __ day of _____ 2015, by the City of Fitchburg, ("City") to the property owner of 5267 Lacy Road, Parcel Number 225/0609-142-8605-2 (the "Grantee").

RECITALS

A. City is the fee holder of certain real property in the City of Fitchburg, Wisconsin, as more particularly described in Recital B, below.

B. The Grantee desires a Private Sanitary Sewer Easement over, under and across, a part of Lot 2, CSM 445, in the northwest quarter of the northwest quarter of Section 14, Township 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin, more fully described as follows (the "Easement Area"):

Recording Area

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

Parcel Number: 225/0609-142-8591-2

Commencing at the Northeast corner of Lot 1, CSM 445;
Thence S88°34'50"E, 44.17' along the north line of Lot 2 CSM 445 to the Point of Beginning;
Thence S88°34'50"E, 26.03' along the north line of Lot 2 CSM 445; Thence S41°12'11"W, 106.98' to the east line of said Lot 1; Thence N00°12'34"W, 30.49' along the east line of said Lot 1; Thence N41°12'11"E, 67.32' to the Point of Beginning.

NOW, THEREFORE, for good and valuable consideration, City is agreeable to granting a Private Sanitary Sewer Easement to the Grantee on the following terms and conditions:

1. Grant of Easement. City hereby grants to the Grantee an easement over, under, and across, a part of Lot 2, as legally described in Recital B above and depicted on Exhibit A attached hereto, for the purpose of constructing, installing, operating, repairing and replacing, an underground private sanitary sewer with no above ground structures.

2. Responsibility for Costs of Private Sanitary Sewer. Grantee shall be responsible for all costs of constructing and installing the private sanitary sewer and any related facilities (the "sanitary sewer"). The Grantee shall be responsible for the normal costs of operating the sanitary sewer after it has been installed and accepted. The Grantee shall repair at Grantee's expense any and all damage to Lot 2 caused by the construction and installation of the sanitary sewer within 14 days of installation of the sanitary sewer. If, after installation of the sanitary sewer is complete, the Grantee subsequently repairs the sanitary sewer and disturbs the surfaces of Lot 2, the Grantee shall, within 14 days of completing the repairs, fill in any dirt removed, and replace and/or repair any hard surfaces, gravel and/or vegetation disturbed by the repairs, but shall not repair and/or restore any structures built upon the easement, which shall be done by City, at City's sole expense.

3. Consistent Uses Allowed. The City reserves the right to use the Property for existing and future outdoor recreational purposes that will not interfere with the Grantee's full enjoyment of the easement rights granted in this Agreement.

4. Covenants Run with Land. All of the terms and conditions in this agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the City and the Grantee and their respective successors and assigns. The party named as "City" in this Agreement and any successor or assign to the City as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.

5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

6. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Dane County, Wisconsin.

7. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

Dated this ____ day of _____, 2015.

_____

By:_____

STATE OF WISCONSIN

COUNTY OF DANE

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

_____
Printed name of Notary Public, State of Wisconsin

`

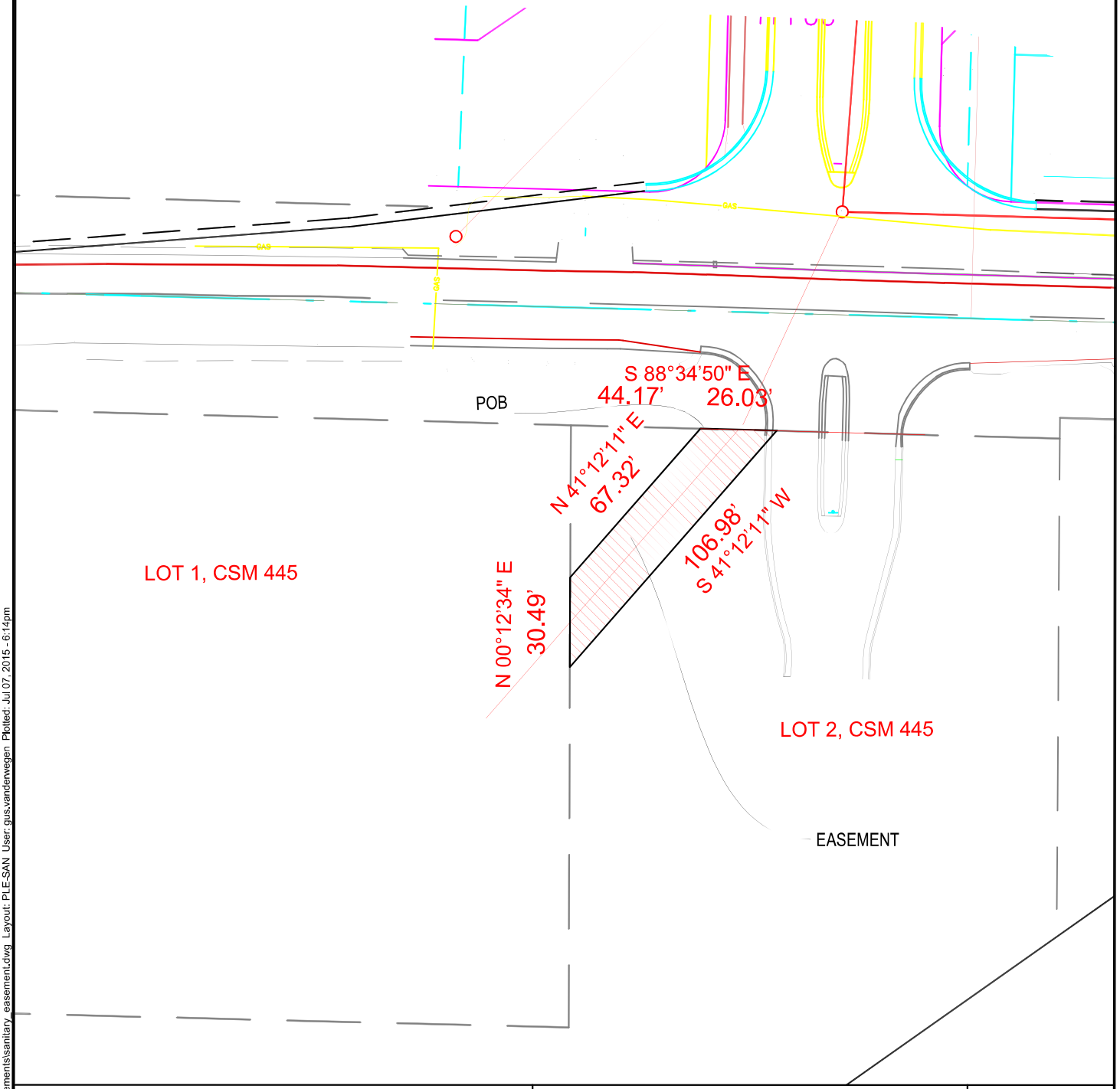
_____
Signature of Notary Public, State of Wisconsin
My Commission Expires:_____.

This document is authorized by Resolution R-74-15 adopted on _____, 2015.
This document was drafted by Department of Public Works, City of Fitchburg.

EXHIBIT A

PRIVATE SANITARY SEWER EASEMENT

PART OF LOT 2,CSM 445 IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 9 EAST, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN



GRAPHIC SCALE

0 25 50

1" = 50 FEET

DRAWN BY: G VanderWegen REVIEWED BY: T. FOSS

File: M:\GIS\DATA\Plats_CSMs\eEasements\sanitary_easement.dwg Layout: PLE-SAN User: gus.vanderwegen Plotted: Jul 07, 2015 - 6:14pm

Stephen L. Arnold
Introduced by

Public Works
Drafted by

Planning
Committee

July 14, 2015
Date

RESOLUTION R-74-15

A RESOLUTION GRANTING A PRIVATE SANITARY SEWER EASEMENT ON LOT 2 OF CSM 445 (MCGAW PARK) FOR 5267 LACY ROAD, CITY OF FITCHBURG, WISCONSIN

WHEREAS, per Ordinance 40-631, parcels are required to connect to public sanitary sewer and abandon their septic system within 90 days of notification if they are located with the utility adjacent to a utility sewer; and

WHEREAS, a public sanitary sewer is located adjacent to5267 Lacy Road along Lacy Road; and

WHEREAS, the sanitary sewer service stub for this property is terminated within the right-of-way on the west side of the McGaw Park entrance (Lot 2 of CSM 445); and

WHEREAS, in order to accommodate this sanitary sewer connection, an easement across McGaw Park property is needed; and

WHEREAS, the DNR is agreeable to this easement as long as there will not be any above ground structures within the easement, the site will be restored to pre-existing conditions or better within 12 months of ground disturbance, and there will not be present or future impacts to the outdoor recreational opportunities in the recreational area.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Fitchburg that it approves granting a private sanitary sewer easement on Lot 2 of CSM 445 (McGaw Park) for 5267 Lacy Road.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign the necessary documents for the recording of the easement.

Adopted by the Common Council of the City of Fitchburg this ___day of July, 2015.

Approved By:_____
Stephen L. Arnold Mayor

Attested By:_____
Patti Anderson, City Clerk

DATE: **7/9/2015**

TO: **FINANCE COMMITTEE**

FROM: **FINANCE DEPARTMENT**

RE: **CASH DISBURSEMENTS**

Checks Dated	Description		Batch Check Nos.	Amount
6/24/2015	Weekly batch	A	111369-111453	$112,862.94
6/26/2015	Voided and resent checks		111456-111457	$0.00
7/1/2015	Weekly batch	B	111458-111534	$254,728.25
7/8/2015	Weekly batch	C	111535-111595	$88,207.37
			TOTAL	**$455,798.56**

Check #'s 111454-111455 were used for approved Finance Batch in the amount of: $97,565.68

DATE: **7/9/2015**

TO: **FINANCE COMMITTEE**

FROM: **FINANCE DEPT.**

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

	ACCT NO	AMOUNT
Fahrner Asphalt Sealers LLC		
2015 Chip Sealing Program	100-5300-375	$122,756.66
Payne & Dolan Inc		
Street Resurfacing Program	400-5733-319	$160,246.46
Novation Campus	400-5733-370	$46,348.90
Pedestrian and Bike System Improvements	400-5733-427	$10,561.38
McKee Farms Splash Pad Parking Lot	400-5766-212	$4,827.20
Water Insulate	600-10734	$8,800.00
Water Valve Repair & Breaks	600-5673-100	$3,586.00
Sanitary MH Adjustment - For City of Madison	600-5831-200	$2,900.00
Storm Inlet Repairs	601-5601-306	$15,274.68
Retainage Held	400-21123	($12,627.23)
		$239,917.39

$362,674.05

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred**: 6/23/2015** Ordinance Number:
Date to Report Back**: 7/14/2015** Resolution Number: R-68-15

Sponsored by: Mayor Drafted by: Matt Prough, IT Manager

TITLE: Authorizing Acceptance of the Enterprise Content Management System Proposal from Naviant, Inc.

Background: The purpose of the Enterprise Content Management System is to streamline city processes and increase the efficiency of various workflows. The initial project will focus on the implementation of the core software and systems, followed by the implementation of agenda management. A city workgroup reviewed and analyzed several solutions and selected OnBase as the system that would best meet the needs of the city. The OnBase system is sold by Naviant, Inc. in Wisconsin under state contract #407366. Further details can be found in the attached memo.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Finance Committee	Dodge	7/14/2015	
2				
3				
4				

Amendments:

June 16, 2015

Enterprise Content Management System

From: Matt Prough, IT Manager

Project Background: Resolution R-68-15 requests approval of a proposal for the purchase and implementation of an Enterprise Content Management System (ECM). The proposal from Naviant, Inc. includes the necessary software licensing and implementation services for the core OnBase ECM system, and for the implementation of Agenda Management. Future project phases may follow to implement ECM for other city processes.

Project Funding: This project is funded through CIP project #1022. In 2013 a new CIP project was approved for the implementation of an ECM system, with additional funding provided in 2014 and 2015. Current funding totals $213,500.

Project Scope: The ECM project will be implemented in multiple phases. This request is to fund the first phase which includes the purchase of the core ECM software, Agenda Management licenses, and implementation services. Future phases may include other city processes such as Accounts Payable, Plan Review, or Human Resources.

Agenda Management Overview: The first phase of the ECM project will implement an Agenda Management workflow utilizing the ECM system. The Agenda Management system controls the creation and management of agendas, meeting packets, and minutes throughout the organization. The system automates approval and assembly of agendas and minutes, and publishes final documents to the city web site. The goal of this phase is to increase the efficiency and control of the agenda creation process for the City Council and City Commissions and Committees.

Selection of Vendor and Software: A city workgroup comprised of staff from a number of departments spent a considerable amount of time in 2014 reviewing ECM software and vendors. This review included site visits to municipalities running the various products being reviewed. Based on this thorough review, the workgroup concluded that the OnBase system would best meet the needs of the City, and that the Agenda Management portion of the system was significantly better than any other offering. The local reseller for OnBase is Naviant, Inc., a company located in Verona, WI.

Project Cost: Naviant, Inc. supplies the OnBase software and implementation services through the State of Wisconsin cooperative purchasing agreement under contract #407366. The cost for phase one, which includes the OnBase core licenses, Agenda Management licenses, and implementation services, is $92,893. Future processes will require additional funding which will vary based on additional software licenses needed and the amount of implementation services provided. At this time it is believed the funding available in the CIP project will be adequate to fund at least one additional workflow process, and possibly two.

Statement of Work

OnBase Enterprise Content Management Solution – Phase 1

Prepared For:

Matt Prough, IT Director
City of Fitchburg

Prepared By:

Ed Modjeska, Director of Strategic Accounts
Guy Schroeder, Manager of Sales Engineering
Matt Hein, Strategic Account Executive
Naviant, Inc.

20 May 2015
Revised 3 June 2015

Process focus. Excellence.

201 Prairie Heights Drive | Verona, WI 53593 · 888.686.4624 | 608.848.0900 · naviant-inc.com
naviant-inc.com/ecm Naviant Inc. @NaviantInc Naviant Inc Naviant Inc.

PROJECT SCOPE

Introduction

The City of Fitchburg (www.city.fitchburg.wi.us), located in Dane County, Wisconsin, United States, has a population of approximately 26,000 (25,260 @ 2010 census; 26,380 @ 2013 estimate). Fitchburg is an incorporated city, and suburb of Madison, Wisconsin. Fitchburg consists of a mix of urban neighborhoods near the border with the city of Madison, commercial and industrial properties, and rural properties in the southern portion of the city.

Fitchburg leadership has identified the need to enhance document and process management capabilities across the City government and business/administrative departments to improve efficiencies, reduce costs, and enhance service to internal users and constituents. Over the past few months, Naviant and the City of Fitchburg have engaged in preliminary discussions and demonstrations to review best practices and options for optimizing enterprise content management (ECM), business process management (BPM), and case management (CM) through the OnBase solution suite.

The OnBase software suite (www.onbase.com/government) for federal, state, and local government streamlines paper-based processes across the enterprise with a proven solution for each level of government, helping each meet the challenges of smaller budgets and staffs while laying the foundation for simplified, efficient, and mobile government information technology. As the industry-leading solution to government and their constituents, OnBase provides an extensive breadth of solutions including Finance & Administration, Housing & Human Services, Justice & Public Safety, Planning & Public Works, and Integrations to departmental/agency government applications like Accella, Cityworks, ESRI, and more.

While many opportunities exist to leverage the OnBase solution suite across the enterprise, based on discussions to date, the City of Fitchburg has identified the following two (2) areas for this initial Phase 1 project:

1. Agenda Management
2. Accounts Payable Automation

As a result of Naviant's experience with government solutions leveraging the OnBase solution suite, the City of Fitchburg has requested Naviant assistance to provide planning, implementation, and support assistance for this initial Phase 1 project. This assistance will be provided via this Statement of Work (sometimes referred to as SOW or Agreement) for "OnBase Enterprise Content Management Solution – Phase 1", and will extend pricing and procurement advantages to the City of Fitchburg via the *OnBase Local Government Licensing Model* (local governments with populations of less than 250,000) and the existing *Naviant State of Wisconsin Cooperative Purchasing Agreement*.

Project Objectives

Naviant project methodology, as detailed in the "Approach" section of this SOW, provides comprehensive planning and implementation assistance to assure a successful project solution. The following preliminary project objectives and assumptions have been identified prior to the formal Planning Phase activities. Initial planning will be provided through a Planning Phase to validate requirements, identify design options, and provide solution recommendations. Planning will validate business process options, specific software licensing necessary, and professional services required to deliver and implement the solution. As a result, Future State process assumptions, project requirements, and professional services estimates are based on information available at this time. In the event that additional products and/or services requirements are identified after the Planning Phase is completed, a Change Order Authorization may be required prior to the Implementation Phase engagement.

As identified above, the City of Fitchburg has identified two (2) areas for this initial project: Agenda Management, and Accounts Payable Automation. Following is a high-level overview of the preliminary Current State and Future State process objectives and assumptions.

<u>Agenda Management</u>

<u>Agenda Management will be the first focus area for this project</u>. The OnBase Agenda Management solution enables government organizations to effectively manage board, council, and committee meetings by automating the processes of agenda item reviews and assembly of meeting related documents. Staff can create agenda items and import related documents in a centralized, secure repository. Agenda items are then routed through OnBase Workflow to ensure the appropriate reviews take place. Meeting packets are automatically generated and distributed prior to meetings. If revisions are required, Clerks can easily incorporate changes and immediately distribute updated packets via email, a website, or other channels. With the OnBase Agenda Management solution, government agencies accelerate legislative processes while offering improved transparency to constituents.

Benefits

- Automates & streamlines agenda creation & distribution, reducing manual tasks & costly paper processes
- Ensures that the most current versions of documents are included in meeting packets
- Supports collaboration by allowing staff to simultaneously participate in the agenda planning process
- Reduces staff time required to assemble meeting packets, creating time for higher-value tasks
- Increases transparency with a comprehensive view of the process & the status of individual agenda items

Key Features

- Automatically creates, assembles, updates & distributes meeting packets
- Automates the addition of ordinance & resolution numbers, page numbers & placeholder pages
- Electronic distribution eliminates paper packets, increases ROI & conserves funds for higher-value projects
- Offers instant access to agenda updates, changes & ad-hoc submissions
- Captures attendance, motions & votes, and automatically routes items for follow-up after meetings

Future State – Preliminary Scope Assumptions

As a replacement to the City of Fitchburg's existing manual processes, the standard OnBase Agenda Management solution will provide a repeatable framework to provide management best practices with optional future customization opportunities. The Phase 1 planning and implementation activities will include the following objectives and assumptions:

- Standard OnBase Agenda Management framework including pre-configured best practices design and core workflow for City Clerk processing
    - Set up and configuration of one (1) Meeting Type template for regular Council Meeting, including up to two related Meeting Types for Special Session and Workshop
    - Set up and configuration of one (1) Agenda Item Type that includes the form, a single Word template, and related configuration of supporting Document Types
    - Setup and configuration of one (1) Agenda Outline – sample as follows:
        - Pledge of Allegiance
        - Roll Call
        - Approval of Prior Minutes
        - Consent Items
        - Discussion Items
        - Ordinances & Resolutions (these are uniquely numbered by the Clerk)
            - Ordinances
            - Resolutions
        - Reports
            - Mayor's Report
            - Treasurer's Report
        - Recognition
        - Adjournment
    - Set up and configuration of Core Workflow for receipt, management, notifications, and distribution of City Clerk agenda items. Naviant will perform a gap analysis with Customer to clarify and confirm the agenda management processes. Changes to the Core Workflow business processes or automation considerations may impact the work effort estimated within this SOW resulting in further analysis and discussions, and possibly a Change Order. Following is a high-level example of the simple, preconfigured Core Agenda Item Workflow:
        - Agenda Item Approval (Submitter);
        - Agenda Item Approval (Department Head);
        - Agenda Item Approval (Legal);
        - Agenda Item Approval (Finance); and
        - Agenda Item Approval (City Manager).
    - Post-Meeting Actions
        - The base solution for Agenda Management does not include workflows specific to the management of Agenda Item disposition processing for things like assigning final resolution or ordinance numbers, document signatures, and those types of processes. While the system can accommodate these types of processes, Naviant will need to understand Customer's specific processes, and as appropriate, provide a service estimate for post-meeting action processing if requested within the project scope.
    - Baseline City Clerk training to revise, duplicate & create additional Meeting Type templates
    - Customer will be responsible for performing business process and user-acceptance testing

- Standard OnBase Agenda OnLine (public access viewer) to expose documents to the web for public access
  - Setup and configuration of OnBase Agenda Online includes set up of the software and configuration of the interface to match the Customer's branding (i.e. baseline customization for color scheme and logo). It should be anticipated that this will involve conversations with Customer IT to ensure communication between external site and internal application server. Example of standard Document Types and quantity/scope to be extended via Agenda OnLine include:

Name	Sample Description	File Type
Draft Agenda	Document used by the clerk/others prior to final agenda creation	MS Word (published as HTML & PDF)
Agenda	Document that will be posted to web site	MS Word (published as HTML & PDF)
Agenda Packet	Final agenda and all related material. This is printed for council members	PDF
Action Summary	Document that has a high level summary of the actions taken during the meeting but is not the official minutes.	MS Word (published as HTML & PDF)
Minutes	Document that has the official minutes from the meeting	MS Word (published as HTML & PDF)
Item Cover Sheet	Contains information specific to the agenda item. Often referred to as: • Staff Report • Agenda Item Memo	MS Word (published PDF)
Ordinance/Resolution Template		MS Word (published PDF)

<u>Accounts Payable Automation</u>

<u>After Agenda Management, Accounts Payable will the second focus area for this project</u>. Accounts Payable receives invoices via mail and email (Outlook 2010 – local install of Office 365); however, all invoices are currently processed and approved via manual paper processing. While some invoices are centrally received by Finance, many invoices are received directly at the departments without Accounts Payable visibility. Purchase Orders are used, but not in the traditional sense. Once an invoice is received by a department, the department then creates a Purchase Order in Clarity (ERP) to be used as a cover sheet for the invoice with their manual approval and routing to Accounts Payable for processing. Once received by Accounts Payable, invoices are manually, key-from-paper entered into Clarity. There are three (3) full time employees (FTEs) in AP with invoice volumes of approximately 4,000 per month.

Future State – Preliminary Scope Assumptions

- AP early-capture (centralized – TBD) scanning and automated/electronic email (Outlook 2010) ingestion of invoices
  - OnBase batch scanning via one (1) centralized AP desktop scanner, with OnBase scan-from-disk for distributed location MFP scanning to network directories as appropriate
- Invoices will be routed via OnBase Workflow to AP Specialist for review and identification of non-PO invoices and PO exception invoices requiring approvals
- Invoice indexing and distribution with email notifications to approvers will be based on simplified, drop-down menu selection for AP Specialist selection
  - If a structured Schedule of Authority (SOA) is currently available within Clarity or another external data source, integration to OnBase Workflow may be considered but is not included within the current project scope assumptions at this time
  - Optionally, but not included within the current project scope assumptions, the Naviant NavRULES Engine may be considered to provide a structured, systematic SOA approval process within OnBase Workflow
- Approvers will receive email notifications, review, enter GL/exception coding via OnBase Workfow/Unity Form, and then approve via OnBase Integration for Outlook 2010 – including timers and escalations as appropriate with electronic routing back to AP
- AP will review and provide key-from-image entry of invoice transaction to Clarity
- Invoice transaction data from Clarity will be "shared" with OnBase via OnBase Application Enabler for automated document indexing and retrieval from both OnBase and Clarity
- All transaction history, approvals, routings, and status will be tracked within OnBase

Preliminary Software & Hardware Requirements

The following software licensing recommendations are the preliminary requirements based upon the processes described above for this OnBase implementation.

Software

- Local Government Licensing Bundle
  - Multi-User Server
  - Unity Client
  - Full-Text Search for Autonomy IDOL Server (not currently in scope for this project)
  - EDM Services
  - Application Enabler (Single Instance - Clarity)
  - Virtual Print Driver (not currently in scope for this project)
- Local Government Add-On Licenses
  - Outlook Integration for 2010 (Outlook version specific, local install required)
  - Production Document Imaging (1)
  - Named Users (Quantity 3 Each)
    - Named User Client
    - Workflow Named User Client
  - Concurrent Users (Quantity 5 Each)
    - Concurrent Client
    - Workflow Concurrent Client
      - Note: Five (5) licenses each based on 48,000 annual invoices / 220 business days / 8 hours per day / 10 minutes per review & approval
- Agenda Management Local Government Add-On Licenses
  - Agenda Management Bundle
    - Includes five (5) Concurrent Client & Workflow Concurrent Client licenses, and necessary Conversion Framework for Aspose and PDF Framework licenses
  - Production Document Imaging (2+)
  - Web Server
  - Public Sector Constituency Web Access (Agenda OnLine) – Based on census 25,260 constituents

Hardware

- Customer will provide all hardware components including servers, workstations, storage devices, etc.
- Customer will provide all operating system software, database software, and client access licenses.
- Customer will provide new scanner(s) hardware, if required. Scanner hardware and implementation/support services are available through Naviant as a single-source contract; however, they are not included within the scope of this SOW at this time.

Assumptions

1. Customer will commit a Project Manager, Subject Matter Expert, System Analyst, and System Administrator time as needed for project activities.

APPROACH

During the engagement, Naviant will utilize our experience with process and technology to make recommendations on how to best design a solution to meet your objectives. Naviant will provide guidance, experience, and expertise based on the project scope on how to best manage processes and systems relative to strategic capture/ingestion, storage, retrieval, sharing, management, integration, and automation of information. In addition, Naviant will leverage the knowledge gained through previous deployments to avoid potential issues. This engagement will:

- Develop a clear vision of the high-level solution goals and constraints
- Unify the project team behind a common vision
- Determine the appropriate "Future State Project" design
- Define the sequence of tasks required for successful implementation
- Provide detailed documentation as appropriate throughout the project

Naviant Methodology

Naviant utilizes a consultative and diagnostic approach to review current organizational processes, technologies, operational systems and supporting intelligence to build our analysis and recommendations. Naviant's methodical approach shows our commitment to process, and forces logic and ideals into well-organized business models.

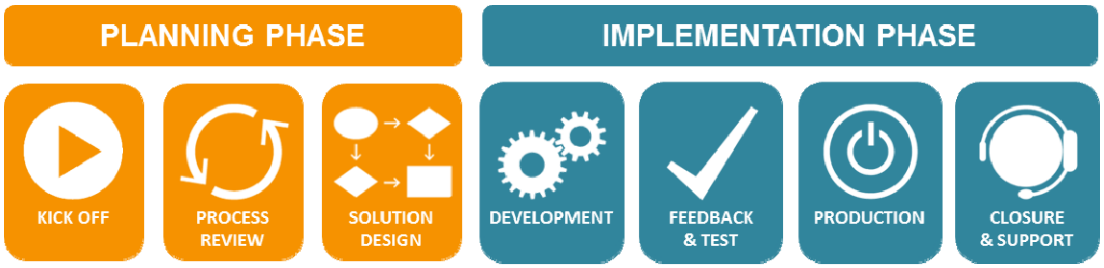
The Naviant methodology is designed to provide a complete validation of the current situation and understanding of the future solution. Each step in this methodology builds on the prior step to drive to a final solution. Our approach follows an iterative methodology which allows the "Project Teams" to review and refine the solution from the "Solution Design Phase" through the "Feedback & Test Phase," with the end result being a "Solution Blueprint", including the "Project Phase Plan" and final specifications to implement a solid solution.

Naviant incorporates "Business Excellence" principles and tools to improve process performance that supports customer experience, stakeholder value, and alignment to corporate objectives through the measurement and monitoring of key performance benchmarks and metrics. As a foundation for improvement, Business Excellence validates the use of best practices across the organization and creates an environment for continuous improvement through a blended approach of process tools, technology platforms, and resource alignment. The ultimate objective is to provide visibility into organizational performance to enhance business decisions, process innovation and drive organizational value.

Change Orders

This SOW has been prepared in accordance with Naviant's understanding of Customer requirements and the "Project Scope" based on the information provided at this time. Although Naviant makes every attempt to provide accurate estimates, estimates may change as further details of the solution are identified and the final Solution Blueprint is developed. In the event that additional products and/or services beyond those outlined in this SOW are required, a "Change Order Authorization" will be generated outlining the details, as well as time and cost estimates, of the modifications to this SOW. A Change Order Authorization must be authorized, approved, and executed by Naviant and Customer in order for the modifications to be incorporated into the SOW.

Project Phases



Naviant has developed a two-phased approach, Planning Phase and Implementation Phase, to implementing Enterprise Content Management (ECM) solutions that is driven by proven methodologies and processes. Naviant's phased approach provides customers with a high-level overview of what to expect at each phase, including deliverables and responsibilities for both Customer and Naviant.

KICK-OFF

Pre-Engagement Questionnaire

Prior to the "Project Kick-Off Meeting," Naviant will provide Customer with a "Pre-Engagement Questionnaire." This document will be used to establish an understanding of your current work environment. Areas of focus include:

- IT Infrastructure Overview
- Current Hardware Usage
- Organizational Charts (Corporate & Dept)
- Overview of Current Environment
- Administrative Practices & Procedures
- Internal Risk Assessment
- Key Metrics You Care About
- Test Environment Requirements
- User Population & Distribution

Project Kick-Off Meeting

Naviant will begin the Project Kick-Off Meeting with your "Core Project Team." The Kick-Off Meeting will last approximately one to two hours (*depending on how much of the questionnaire is complete*) and will include:

- Introduction of your Core Project Team and Naviant team members
- Establishment of roles and schedule of steps outlined in phased approach above
- Knowledge transfer and review of your company and vision
- Review of Pre-Engagement Questionnaire and clarification of questions
- Review of each step of the processes and goals
- Requirements definition

<u>Customer Responsibilities</u>

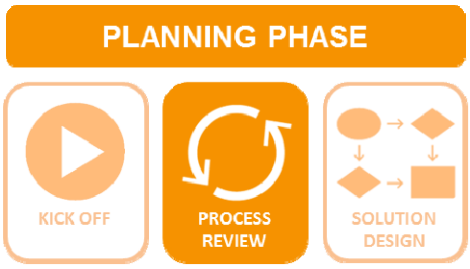
- Assign Core Project Team members and ensure they all attend Kick-Off Meeting
- *Project Sponsor* must be present and participate. The Project Sponsor is the individual that is responsible for signing the SOW.
- *Project Lead* must be present and participate. The Project Lead is the individual that is responsible for project management, including:
- Coordinate Project activities with Lead Naviant Consultant
- Responsible for Customer resource availability and tracking of tasks assigned to staff
- Work with Naviant Project Lead to coordinate activities and provide status reports
- Coordinate logistics for non-Customer staff (meeting rooms, remote access, etc.)
- Create all Customer required documentation and ensure timely internal sign-offs
- Commit and confirm Project Team resources (Project Sponsor, Project Lead, Subject Matter Experts (SMEs), IT resources) will be available as needed for project sessions and activities
- Complete and return the Pre-Engagement Questionnaire prior to the meeting via email or fax to Naviant at sales@naviant-inc.com or 608-848-0901
- Verify you can comply with minimum server specifications for Development/Test Environments (if required) and Production Environment
- Provide meeting logistics to Naviant prior to the meeting, including location (address, room location) and remote access codes for conference calls or web conferencing

<u>Naviant Responsibilities</u>

- Identify Naviant Project Team and commit resources
- Review completed Pre-Engagement Questionnaire documentation prior to meeting

- Deliver Preliminary Project Phase Plan, which is a high-level overview based on estimates
- Deliver Kick-Off Meeting Agenda (*prior to meeting*)
- Deliver Meeting Minutes (*post meeting*)
- Naviant Project Team & Sales Representative all attend the Kick-Off Meeting
- *Naviant Project Lead* will be present and participate. The Project Lead is the individual that is responsible for project management, including:
  - Lead Customer contact responsible for project execution
  - Coordinate meetings and status reports with Customer Project Lead (Project Phase Plan, Scorecard, etc.)
  - Manage issue log and communications with steering committee
  - Track project budget and resource usage
  - Manage tasks and Naviant resources
  - Change and risk management
  - Milestone sign-off and Project closure & support transition
  - Review vision, scope, expectations, business problems, goals and success measures

PROCESS REVIEW



In order to design a Future State solution which meets your needs and preserves the essential functionality of current processes, it is necessary to gain a thorough understanding of the "Current State" environment. In this phase, it is important to keep in mind the goal of process optimization, including minimizing time spent by knowledge workers in the Current State on non-value-added activities (tasks that are easily automated).

The Process Review phase is accomplished through a series of working sessions with various Subject Matter Experts (SMEs) including process owner and knowledge workers. During this phase, we will use various techniques to gather information including verbal descriptions, Customer-generated documentation, and live walk-throughs.

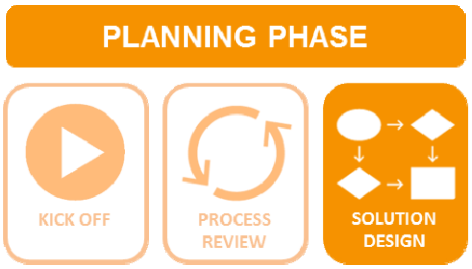
<u>Customer Responsibilities</u>

- SMEs will need to participate in working sessions, and come prepared to discuss Current State processes and process exceptions
- Provide additional Current State process documentation that was not identified in Pre-Engagement Questionnaire responses
- Discuss any changes you have identified that you would like to see implemented in Future State

<u>Naviant Responsibilities</u>

- Facilitate and review Current State processes discussions as defined in objectives and provide subsequent high-level documentation
- Facilitate and review Current State technical architecture/infrastructure discussions and provide subsequent documentation
- Capture Future State considerations, as appropriate

SOLUTION DESIGN



The "Solution Design" phase is where we develop and validate requirements, identify process automation opportunities, and design the final **Solution Blueprint** (aka Future State design document). Specific software licensing will be identified, as well as professional services required to deliver the solution. Naviant will provide guidance, experience, and expertise based on project scope on how to best manage processes and systems relative to strategic capture/ingestion, storage, retrieval, sharing, management, integration, and automation of information.

The Solution Design phase is built together with Customer to ensure best practice methodologies, and includes Joint Application Design (JAD) sessions with various Project Team participants (SMEs, process managers, IT resources, etc.) to define high-level solution parameters. Our approach follows an iterative methodology, which allows for improved and accurate requirements definition while adhering to project direction and deadlines through an open dialogue of communication between our customers and consultants. This iterative process allows the Project Teams to review and refine the solution from the Solution Design Phase through "Test Phase," with the end result being a final Solution Blueprint, Project Phase Plan, and final specifications to implement a solid Future State solution.

The outcome of this phase is the Solution Blueprint, which includes: Project Specifications (work breakdown details), Project Phase Plan, and validation of software licensing, hardware requirements, and professional services estimates.

Deliverables

The deliverables will be provided to Customer in Adobe PDF format, and will provide for up to one (1) iteration of the draft based on the estimated professional services identified within this SOW. Based on mutual schedules, Naviant's objective will be to provide the draft deliverables to Customer within seven (7) business days after the conclusion of the onsite sessions. The deliverables will reflect Naviant Group's Methodology, and typically will include the following standard sections, including:

- Overview
  - Situation Overview
  - Project Objectives
  - Participants
- Current State Analysis
  - Process Descriptions
- Future State Solution
  - Solution Summary
  - Process Descriptions
  - Process Diagrams/Maps
- Infrastructure
  - Architecture & System Requirements
- Project Plan
  - Phase Plan & Estimates
  - Resource Requirements
  - Software & Hardware Requirements
- Estimated Project Pricing
  - Professional Services
  - Software & Hardware

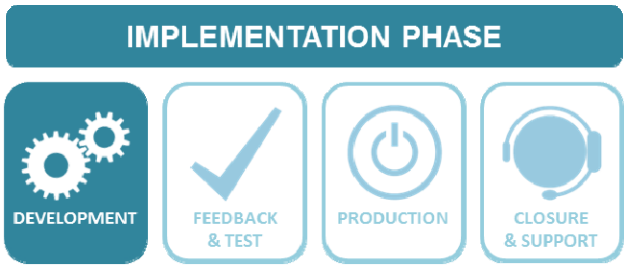
Customer Responsibilities

- Project Team resources (SMEs, IT Resources, decision makers, and others that are impacted by Future State, etc.) must be available to participate in JAD sessions
- Attendees collectively must have the power to make Future State process and design decisions
- Project Sponsor must review Solution Blueprint and provide signature that they have reviewed the document and updated pricing
- Change Order required if final Solution Blueprint differs from the initial assumptions and solution estimate provided

Naviant Responsibilities

- Facilitate JAD sessions with SMEs to validate requested Future State solution design and business requirements (both functional and non-functional)
- Technical requirements gathering
- Build a high-level Project Phase Plan based on the information gathered
- Finalize implementation costs and professional services estimates
- Design and deliver the final Solution Blueprint, including Future State architecture based on business and technical requirements, Future State architecture diagram, and hardware/software requirements

DEVELOPMENT



In this phase, the actual solution development work begins based on your Solution Blueprint. Software is configured, integrations are designed, custom development is addressed, electronic forms are created, and workflows are built, all depending upon your Solution Blueprint. The Development phase may be accomplished remotely or onsite at Naviant's discretion.

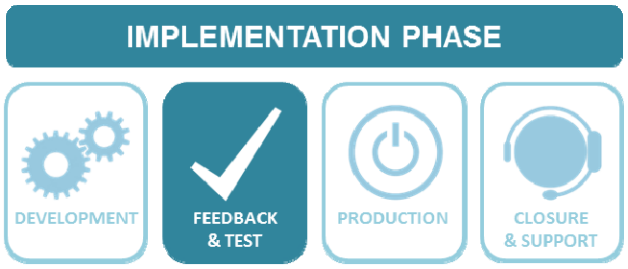
Customer Responsibilities

- SMEs must be available to answer questions in a timely manner
- Verification that basic equipment needs for deployment into your production environment have been provided to Naviant (database server, file server with ample storage, web server if applicable, security, network's ability to handle incoming traffic, Customer machines, etc.)

Naviant Responsibilities

- Develop and configure based on the Solution Blueprint
- Execute "Unit Testing" which means Naviant configures the solution and tests to make sure it works as designed

FEEDBACK & TEST



The "Feedback & Test" phase is critical to a successful implementation. Without proper feedback and testing, production go live time comes with a fear of the unknown. During the Feedback portion of this phase, Naviant will provide a prototype walk through demonstration of the Solution with the Core Project Team, and solicit feedback based on Customer expectations and objectives outlined in the SOW.

Customer will identify a "Test Team" and conduct "End-to-End Testing," "System Integration" testing if applicable, and scenario-based "User Acceptance" testing based upon timelines established and agreed upon by the Project Leads for Customer and Naviant. Keep in mind this phase is iterative, and if changes are required based on Feedback & Testing, we can move back through the Solution Design and Development phases to ensure the end result is a solution that meets your objectives. Please note that User Acceptance testing is only done once in the final iteration.

Customer Responsibilities

- Define and document business scenarios for User Acceptance testing
- Identify Test Team and define clear testing responsibilities
- Project Leads work closely together to manage testing in agreed upon timelines
- Test Team will conduct End-to-End testing, System Integration testing (if applicable), and User Acceptance testing in agreed upon timeline
- Decide upon mechanism for "issue tracking". In absence of a Customer-provided means, Naviant will provide an issue tracking log for Customer to use to maintain issues

Naviant Responsibilities

- Review business scenarios to ensure they have appropriate coverage
- Facilitate user feedback sessions and create feedback documentation
- Project Leads work closely together to manage testing in agreed upon timelines

PRODUCTION

The Production phase is the actual implementation and deployment of the Solution Blueprint. The Naviant Project Team will provide HyperCare to address any issues that arise once the project has moved into production. Customer will be provided with appropriate contact information once you have reached this phase of the project.

Naviant HyperCare

Naviant HyperCare provides project support and enhancement assistance through a combination of Go-Live Support and Post-Production Monitoring & Assistance.

Naviant Go-Live Support is the stabilization period after project go-live which focuses on customer support and system availability. The Naviant project team will provide technical and process support to the customer's go-live project team. The team will leverage BPM and technical knowledge and experience from the Naviant deployment and support teams to ensure that all questions and issues are resolved in a timely and effective manner. Go-Live Support will aid the customer's project team in technical issue resolution and system use. As necessary, Naviant Support Tickets can be opened via the standard SLA process to resolve and track any issues or enhancement requests.

Naviant Post-Production Monitoring & Assistance (PPMA) affords dedicated project hours that may be utilized to provide process enhancement and design changes requested by the customer after go-live. The Naviant PPMA team is a group of assigned individuals who will provide process, development and technical support to the customer's project team. Naviant's experience recognizes that ECM & BPM solutions expose customers to new technologies and process capabilities which may not be fully evident until after go-live. The overall objective of the PPMA team is to work with each customer, onsite or remote as applicable for the project plan, to provide an opportunity for continuous process improvement and to ensure that the solution will be utilized efficiently.

Customer Responsibilities

The installation of this solution will require assistance from Customer, and the personnel assigned to this Project must be available during normal working hours to assist Naviant personnel. The installation of this solution may require assistance from the Customer's IT staff to obtain access to the servers and network devices the solution may reside on; and thus it is required that the Customer schedule their IT resource to be available within 30 minutes of Naviant being onsite for installation. If Naviant resource has to wait for longer than 30 minutes for an IT resource to be available for assistance with the installation, the Customer will be charged in ¼ hour increments at the prevailing rate for the time lost.

Customer will be responsible for timely site preparation including, but not limited to, the provision of adequate electrical power and sufficient number and type of electrical outlets, dust, and smoke control provisions, adequate furniture, and sufficient work space for Naviant personnel to perform installation. The installation of this solution may require Naviant to obtain access to the servers and network devices the solution may reside on. Customer will be responsible for additional equipment cabling, except as specifically set forth to be provided by Naviant. In the event Customer will be required to provide specific additional equipment prior to installation, it is the responsibility of Customer to provide the necessary versions of network OS, server software, database, hardware, browsers, and desktop OS to work with the proposed solutions prior to the scheduled Project milestone or task requiring additional equipment, or costs may be incurred by the Customer.

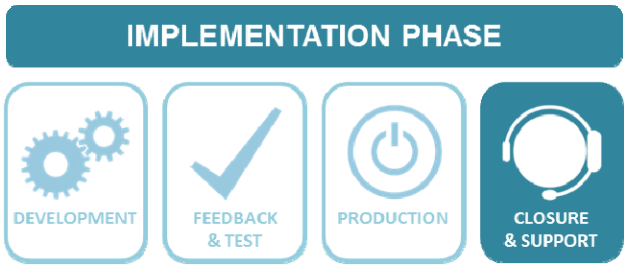
Customer will be responsible for the actual results with hardware operations (including among other aspects, network, server or scanner speeds; personnel requirements; and costs) and results may vary from those indicated due to overall network environment, volume estimates, personnel and other factors.

Customer will be responsible for assisting in the development of training documentation, and the Project Leads will work closely together so Naviant can track and manage all implementation issues.

Naviant Responsibilities

- Project Leads work closely together so Naviant can track and manage all implementation issues
- Assist in the development of training documentation
- Conduct train the trainer sessions
- Deliverables include the implementation plan, configuration reports, and finalized solution specifications
- Post-production monitoring and assistance

CLOSURE & SUPPORT



Closure

The "Project Closure" phase ensures that both the Customer and Naviant agree that the project is in production based on objectives outlined in the SOW, and the project should transition to Naviant Support. Naviant will facilitate a meeting with the Core Project Team to review the project, identify any open issues, and sign-off on project completion.

Customer Responsibilities

- Core Project Team needs to attend, as well as any additional staff supporting the solution
- Project Sponsor must attend and sign-off on project closure

Naviant Responsibilities

- Facilitate support transition meeting and review project
- Introduction of Naviant's Customer Care Group (CCG) to Customer

Support

The "Support" phase begins with a Support kick-off meeting facilitated by Naviant's Customer Care Group (CCG) to review how Customer would engage Naviant for support-related issues. CCG will review the different methods for contacting CCG, tiered support programs, review authorized support contacts approved by Customer, share issue tracking methodology, training, and learning opportunities.

Software Support Level Agreement (SLA)

Naviant's experienced support team maintains a dedicated help desk to provide the first line of support for all Enterprise Content Management (ECM) solution implementations. Naviant customers are provided with a toll-free number to use when calling in for support, and will be connected directly with the help desk technician and the call will be logged into the Naviant support service system. By utilizing this streamlined approach to support, Naviant ensures that each issue will be responded to and tracked in a timely and efficient way to minimize disruption to both system operation and work processes. Naviant is an industry leader in solutions support, and is recognized by Hyland Software as a "Diamond Level Support" provider with a 95%+ customer retention rate for annual support renewals.

Hardware Preventive Maintenance Agreement (PMA)

Naviant's experienced team of field technicians puts customers' minds at ease with their professionalism, technical abilities, and customer-friendly attitudes. All Naviant service technicians are fully qualified, and manufacturer trained and certified. Naviant PMAs provide complete coverage for all labor charges, covered parts, service requests, and priority service and scheduling, regardless of location. Naviant PMAs cover both scheduled onsite preventive maintenance visits, as well as onsite remedial calls. Visits include inspection, cleaning, full performance diagnostics with necessary adjustments, lubrication of all assemblies as required, and replacement of components as necessary. Naviant carries an extensive parts inventory to insure prompt repairs, and all scheduled maintenance visits are arranged within the schedule convenience of our customers. As a reminder, consumable operating supplies such as broken glass, lamps, paper, PC drum, or toner are not included, but are available through Naviant. Please note: Customers without PMAs are billed on Time & Materials basis, plus travel and parts.

Additional Training

OnBase System Administrator Training

Naviant recommends that at least one individual participate in the OnBase system administration training class prior to the system being installed or within six months of installation. The course is designed to introduce new and existing system administrators to the use, maintenance, and administration of OnBase and provide in-depth, hands-on experience using actual business scenarios. The class also investigates technical support process, effective maintenance strategies, online documentation and other resources available to OnBase system administrators.

OnBase Training & Technology Conference

Hyland's OnBase Training & Technology Conference (OTTC) will stretch your imagination to the limits as OnBase experts and users from around the globe demonstrate how to achieve more with your current system and how you can be the technology leader in your industry with the latest and greatest OnBase upgrades and enhancements. OTTC offers the following benefits:

- Industry expert led discussions focused on best practices & areas of concern (VOGUE)
- 100+ educational sessions & training courses offered
- Over 1,500 attendees to share best practices
- More compelling keynote speakers & networking events

Naviant ECM Leadership Summit

Customers are entitled to complimentary attendance at Naviant's annual ECM Leadership Summit (educational user conference). Naviant's nationally recognized Summit brings together customers, end-users, vendor partners, invited prospects, and Naviant resources to discuss industry trends, learn about new solution offerings, and recognize how to best leverage current investments in content management technologies. The annual Summit focuses on critical business issues, case studies, and solution/industry-focused educational sessions designed to bring increased value to your organization by improving the effectiveness and efficiency of your operations.

Support Phase Responsibilities

Customer Responsibilities

- Provide list of staff authorized to contact Naviant CCG for support (Authorized Support Contacts)
- Following meeting, Customer will contact Naviant CCG for any questions on the solution

Naviant Responsibilities

- Review "CCG New Customer Packet"
- Review maintenance support tiers
- CCG reviews support coverage with Customer
- CCG provides agenda

PROJECT PRICING

Software						
Description	**Part #**	**Qty**	**List Unit $**	**List Total $**	**Govt Unit $**	**Govt Total $**
Core Licenses						
Local Govt Licensing Bundle	GV-B-LOCAL	1	-	-	$16,000	$16,000
Multi-User Server		1	$8,000	$8,000	Included	Included
Unity Client		1	$10,000	$10,000	Included	Included
Full-Text Search for Autonomy IDOL Server		1	$10,000	$10,000	Included	Included
EDM Services		1	$5,000	$5,000	Included	Included
Application Enabler – Single Instance (Clarity)		1	$15,000	$15,000	Included	Included
Virtual Print Driver		1	$5,000	$5,000	Included	Included
Local Government Add-on Licenses						
Local Govt Integration for Outlook 2010	GV-B-MU2-OLIPI1-10	1	$5,000	$5,000	$2,000	$2,000
Local Govt Production Document Imaging (1)	GV-B-MU2-DIIPW1	1	$5,000	$5,000	$2,000	$2,000
Local Govt Named User Client	GV-B-MU2-CTIPN1	3	$600	$1,200	$400	$1,200
Local Govt Workflow Named User Client SL	GV-B-MU2-WLIPN1	3	$1,400	$2,800	$700	$2,100
Local Govt Concurrent Client	GV-B-MU2-CTIPC1	5	$1,200	$6,000	$650	$3,250
Local Govt Workflow Concurrent Client SL	GV-B-MU2-WLIPC1	5	$2,200	$11,000	$1,000	$5,000
Agenda Management Licenses						
Local Govt Agenda Management Bundle	AMIPW1	1	$23,000	$23,000	$7,500	$7,500
Local Govt Production Document Imaging (2+)	GV-B-MU2-DIIPW2	1	$2,000	$2,000	$800	$800
Local Govt Web Server	GV-B-MU2-WTIPW1	1	$10,000	$10,000	$4,000	$4,000
Public Sector Constituency Web Access	GWIPI1	25,260	$0.01	$253	$0.01	$253
Total Software				$119,253		**$44,103**

Support & Maintenance - Annual Recurring		
Description	**Notes**	**Total**
Manufacturer Software Maintenance	OnBase	$8,821
Naviant Software Support Level Agreement (SLA)	Tier 1	$3,969
Total Support & Maintenance		**$12,790**

Professional Services			
Description	**Days Low**	**Days High**	**Total**
Planning & Implementation Services – Agenda Management	18	23	$28,400 - $36,000
Planning & Implementation Services – Accounts Payable Automation	35	44	$54,400 - $68,000
Post-Production Monitoring & Assistance – Agenda Management	1	2	$1,600 - $3,200
Post Production Monitoring & Assistance – Accounts Payable Automation	2	3	$3,200 - $4,800
Total Estimated Professional Services			**$87,600 - $112,000**

1. Actual costs for professional services incurred on a *Time & Materials basis* will be billed monthly. Upon execution of this SOW by Customer, Naviant may require a deposit of 50% of the amount due for software, hardware, support and maintenance before an order is placed with the Naviant vendor. If a deposit is required, Naviant will issue a deposit invoice. Actual and reasonable travel expenses (mileage, transportation, lodging, and meals) will be charged to Customer as incurred. Consultant travel time will be billed to Customer at $95 per hour.
2. Please note, subtotals do not include applicable sales tax and freight. If applicable, sales tax will be assessed during the course of the project and/or on the final invoice. Additional freight charges may apply for deliveries to locations without docks, or if product needs to be delivered to a specific locale within the building.
3. Customer agrees to abide by the provisions set forth in the SLA Provisions and, PMA Provisions. These provisions are http://naviant-inc.com/resources/collateral/ under the "Naviant General Provisions" section.
4. Customer agrees to cooperate with Naviant marketing efforts, as shall be reasonably requested which may include: (i) providing in-person or phone references to prospective customers; (ii) working to prepare a Customer-success story and/or press release documenting the relationship of the parties; and (iii) allowing use of Customer's logo, subject to Customer's standard guidelines, on Naviant's website and in presentations under Naviant's customer section and as part of marketing and pre-sales materials used by Naviant.

SIGNATURE PAGE

Customer Name City of Fitchburg	
Project Contact Matthew Prough	
Billing Address *(only required for New Customers)* 5520 Lacy Rd., Fitchburg, WI 53711	**Shipping Address** Same
Attention Matthew Prough	**Attention** Same
Special Instructions	

This Agreement is entered into pursuant to and incorporates the foregoing, including Exhibits and Schedules, if any, and the attached Standard Terms & Conditions ("Terms") dated _____. This Agreement, and only this Agreement, represents the final description and scope of the Agreement between the parties. Any previous drafts of this Agreement or previous documents used to evaluate this project are not part of this Agreement. Naviant will not be obligated to accept any agreement which has not been signed and returned by Customer to Naviant within thirty (30) days from the date on this Agreement.

This Agreement contains confidential information related to and/or owned by Naviant. In consideration of the receipt of this Agreement, Customer agrees not to reproduce or make any such information available in any manner except to persons employed by Customer and required to know such information in the performance of their job duties for Customer, except with prior written consent of Naviant in its sole discretion.

This Agreement has been prepared in accordance with Naviant's understanding of Customer requirements based on the information provided. Therefore, it is understood that any additional hardware, software, professional services, and maintenance requests above and beyond the original scope of this Agreement will be billed in addition to those listed in this Agreement. In the event that additional products and/or services beyond the original scope of this Agreement are required, a Change Order Authorization will be generated outlining the details, as well as time and cost estimates, of the modifications to this Agreement. A Change Order Authorization must be authorized, approved, and executed by Naviant's President, Vice President, or Chief Financial Officer, and the Customer, in order for the modifications to be incorporated into the Agreement.

Upon signed acceptance, please return the entire document to "Attention: Naviant Sales Support" via email or fax at sales@naviant-inc.com or 608-848-0901. Acceptance creates a binding contract.

Customer	Naviant, Inc.
NAME:	NAME:
TITLE:	TITLE:
SIGNATURE:	SIGNATURE:
DATE:	DATE:

STANDARD TERMS AND CONDITIONS
(“TERMS”)

THESE TERMS ARE PART OF THE STATEMENT OF WORK (“AGREEMENT”).

1. TERMS. These Terms shall remain in effect for the full term of the Agreement. Any counteroffer, proposed addition to, or supplement of the Terms is hereby expressly rejected unless in writing and agreed to by both parties.

2. PRODUCTS AND SERVICES. Customer agrees to buy and/or license (as applicable), and Company agrees to deliver (a) the professional consulting services (“Services”), (b) the hardware (“Hardware”) and software (“Software”), including any documentation thereto, (Software and Hardware “Products”), (c) the Hardware Preventive Maintenance Agreement (“PMA”), Software Support Level Agreement (“SLA”), and Vendor Maintenance (“VM”) (PMA, SLA, and VM “Maintenance”), and (d) the records conversion and storage services (“Physical Records Services”), as described in the separate Agreements, Statement of Works, Contracts, Change Orders, or other such documents signed by both parties (collectively the “Products and Services”).

3. SOFTWARE LICENSE. Customer accepts license of Software in accordance with the terms of the applicable Licensor End User License Agreement (“EULA”). Ownership of intellectual property rights in the Software is set forth in the applicable EULA. As between said Licensor and Customer, Licensor shall retain all right, title and interest, including all intellectual property rights, in and to all documentation, code and data. Except as expressly set forth in this Agreement, any warranties, obligations and liabilities of Licensor in relation to Software are set forth in the applicable EULA.

4. SERVICES. Services provided by Naviant, Inc. (“Company”) shall be as described in the Agreement. Any work product that is a result of Services provided by Company remains the intellectual property of Company. Customer will have a perpetual, non-exclusive right to use said work product for the period of time that the work product is in use by Customer, but shall have no right to resell or assign the same. Company warrants to Customer that it possesses the expertise, capability, equipment and personnel to properly and professionally perform the Services hereunder, that it is properly and legally licensed (if applicable) to perform the Services, and that it shall at all times in the performance of the Services comply with all applicable laws, ordinances and regulations and shall perform all Services in a good, workmanlike, professional and efficient manner.

5. MAINTENANCE AND SUPPORT. Customer agrees to abide by the provisions set forth in the SLA Provision and PMA Provisions located at www.naviant-inc.com/company/provisions.php.

6. PHYSICAL RECORDS SERVICES. Fees for storage of physical records will be billed in advance on a monthly basis. Physical records received during a month or stored for a portion of a month will be prorated for the partial month and billed on the following month’s invoice. Services related to stored physical records will be billed the following month.

7. PRICE. Once Products and Services have been delivered, Customer shall pay agreed upon amounts without setoff or deduction. Such Prices generally exclude any excise, sales, use or like taxes, and therefore such prices are subject to increase in the amount of any such tax (excluding tax on net income) that Company may be required to collect or pay upon the sale or delivery of the Products and the performance of Services. Prices are, and all payments shall be made, in U. S. dollars. Customer shall pay Company’s reasonable travel expenses associated with the performance of Services. Customer shall pay, or reimburse Company for, all amounts due for import and export licenses and permits, custom charges and duties, penalties, freight, insurance and other shipping expenses.

8. PAYMENT TERMS. Unless otherwise agreed, Company shall invoice Customer at the time of shipment of Products, performance of Service or at the end of each month during which Services are performed. Maintenance fees related to Products will be invoiced at time of shipment of Products. Payments are due within twenty (20) days of date of invoice. Customer shall make all payments as provided herein without regard to whether Customer has made or may make any inspection of any Products delivered hereunder. Past due amounts bear interest at a rate of one and one half percent (1 ½%) per month or at the maximum rate allowed by law, whichever is less. Company reserves the right to cancel or reschedule deliveries of Products and performance of Services if Customer fails to make any payment when due. Customer shall be liable for all expenses attendant to collection of past due amounts due Company, including actual attorney’s fees.

9. SHIPMENT AND PERFORMANCE. Company shall use commercially reasonable efforts to ship the Products and perform the Services in accordance with any agreed upon shipment or performance date(s). However, Company does not guarantee compliance with any such date(s) and Customer agrees that Company shall not be liable for any damages as a result of any delay in shipment or performance for any reason. Packaging of shipments shall be in accordance with Company’s customary practices. Shipment of Products in the U.S. shall be F.O.B. shipping point. Company may tender Products in partial shipments. If shipments are delayed as a result of any act or omission of Customer, Company shall hold all Products affected thereby at Customer’s risk of loss and expense from the date such Products were to be shipped. Company may ship shipments freight collect, or prepaid, in which case Company shall bill Customer for such freight and Customer shall reimburse Company for such amounts. At Customer’s option, Company shall insure the shipments against damage to or loss of the Products. Company shall bill Customer for any such insurance, and Customer shall reimburse Company for such expense. If Services are to be performed on Customer’s premises, Customer shall keep such premises safe and accessible to Company during business hours, and Customer warrants that each such premises is in compliance with all applicable health and safety regulations and other applicable laws and regulations. Customer shall indemnify and hold Company harmless from any claims arising from Customer’s failure to comply with, and breach of the warranty set forth in, the preceding sentence.

10. TITLE, RISK OF LOSS AND ACCEPTANCE. Title to and risk of loss of the Hardware shall pass to Customer upon delivery by Company to a common carrier. Title to the Software shall remain with Licensor, but risk of loss of Software shall pass to Customer upon delivery by Company or Licensor to a common carrier.

11. LIMITED WARRANTIES – HARDWARE AND SERVICES. COMPANY MAKES NO SEPARATE WARRANTY AND DISCLAIMS THE SAME AS TO CUSTOMER FOR HARDWARE. COMPANY PASSES ON ANY HARDWARE WARRANTY OF THE MANUFACTURER, IF POSSIBLE, THAT THE HARDWARE WILL OPERATE SUBSTANTIALLY IN ACCORDANCE WITH THE RELEVANT MANUFACTURER’S WARRANTY. SHOULD THE HARDWARE NOT SO OPERATE, YOUR EXCLUSIVE REMEDY SHALL BE AS PROVIDED BY THE MANUFACTURER. COMPANY WARRANTS TO CUSTOMER THAT ALL SERVICES PERFORMED BY COMPANY SHALL BE PERFORMED IN A WORKMANLIKE MANNER. COMPANY WARRANTS FOR A PERIOD OF THIRTY (30) DAYS AFTER PROJECT COMPLETION THAT THE SERVICES ARE IN COMPLIANCE WITH THE AGREEMENT. CUSTOMER’S EXCLUSIVE REMEDY AND COMPANY’S SOLE LIABILITY FOR ANY BREACH OF THE FOREGOING SERVICE WARRANTY SHALL BE THE RE-PERFORMANCE OF THE APPLICABLE SERVICES, FAILING WHICH, AT COMPANY’S OPTION, COMPANY SHALL REFUND THE PORTION OF FEES PAID WHICH RELATE TO THE SPECIFIC NON-CONFORMING SERVICES. **THE EXPRESS WARRANTIES IN THIS SECTION**

ARE IN LIEU OF, AND COMPANY HEREBY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES IN RELATION TO THE HARDWARE AND SERVICES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO REPRESENTATION OR WARRANTY THAT THE PRODUCTS SUPPLIED HEREUNDER COMPLY WITH ANY LOCAL LAWS OR ORDINANCES, AND CUSTOMER HAS THE RESPONSIBILITY FOR COMPLIANCE WITH LOCAL LAWS AND ORDINANCES, INCLUDING OBTAINING ALL PERMITS, LICENSES, AUTHORIZATIONS OR CERTIFICATES REQUIRED BY ANY REGULATORY BODY FOR INSTALLATION OR USE OF THE PRODUCTS.

12. LIMITED WARRANTY- SOFTWARE. COMPANY PASSES ON TO CUSTOMER, IF POSSIBLE, ANY WARRANTY OFFERED BY THE SOFTWARE LICENSOR. SHOULD THE SOFTWARE NOT OPERATE, YOUR EXCLUSIVE REMEDY SHALL BE AS PROVIDED BY THE SOFTWARE LICENSOR'S WARRANTY. EXCEPT AS EXPLICITLY PROVIDED HEREIN, THE SOFTWARE IS PROVIDED **"AS IS"** AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, **WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF NON-INFRINGEMENT, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE**. COMPANY DOES NOT WARRANT THAT THE SOFTWARE OR ITS FUNCTIONS WILL MEET YOUR REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. YOU BEAR ALL RISK RELATING TO YOUR USE OF THE SOFTWARE.

13. LIMITATION OF LIABILITY. COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING THE PRODUCTS AND SERVICES OUTLINED IN SECTION 2. COMPANY SHALL NOT BE LIABLE FOR ANY LOSS, DISTRUCTION, OR DAMAGE TO ANY DOCUMENTS OR DATA OF CUSTOMER, HOWEVER CAUSED. NAVIANT ENCOURAGES CUSTOMER TO INSURE FOR THE RECOVERY OF THE INFORMATION CONTAINED WITHIN THEIR DOCUMENTS AND DATA VIA AVAILABLE MEANS, SUCH AS VALUABLE PAPERS INSURANCE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, INDIRECT OR SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF REVENUE AND LOST DATA) ARISING OUT OF THIS AGREEMENT (WHETHER FOR BREACH OF AGREEMENT, TORT, NEGLIGENCE OR OTHER FORM OF ACTION), OR ITS CANCELLATION, IRRESPECTIVE OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES UNDER OR AS A RESULT OF THE AGREEMENT IN EXCESS OF THE AGGREGATE AMOUNTS ACTUALLY PAID BY CUSTOMER TO COMPANY UNDER THE AGREEMENT FOR THE SPECIFIC PRODUCT OR SERVICES OUTLINED IN SECTION 2 HEREOF THAT IS IN DISPUTE. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITY SET FORTH IN THE TERMS ARE INDEPENDENT OF ANY EXCLUSIVE OR LIMITED REMEDIES, AND SHALL SURVIVE AND APPLY EVEN IF SUCH REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. NO ACTION ARISING OUT OF OR RELATED TO THE AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER SUCH CAUSE OF ACTION HAS ARISEN.

14. CONFIDENTIAL INFORMATION. The separate Nondisclosure Agreement between the parties and which is part of the Agreement shall govern the protection of any confidential information disclosed by either party hereunder. If there is no Nondisclosure Agreement, all information disclosed by either party regardless of the form in which it is disclosed, is, and shall remain the confidential information of disclosing party ("Confidential Information"). The information contained in this and other Agreements between the parties is confidential and shall not be disclosed by either party without the prior written consent of the other party. Both parties shall protect such Confidential Information from disclosure to others with at least the same degree of care it exercises in protecting its own Confidential Information, but in no event less than a reasonable degree of care. The parties shall not duplicate or reproduce any Confidential Information without the express prior written consent of disclosing party. The parties shall not use any Confidential Information except as is contemplated by the Agreement. The parties shall enforce against its employees and agents these obligations of confidentiality. Notwithstanding the foregoing, information disclosed shall not be deemed to be Confidential Information if (a) receiving party establishes that the information was already known to receiving party, without any obligation to keep it confidential, at the time of its receipt from disclosing party, as evidenced by documents in the possession of receiving party prepared prior to disclosing party's disclosure, or (b) receiving party establishes that the information was publicly known at the time of its receipt by receiving party from disclosing party or has become publicly known other than by a breach of the Terms or other action or omission by receiving party. The Terms shall not prevent either party from disclosing Confidential Information to the extent required by law, provided that receiving party promptly notifies disclosing party to allow intervention, and cooperates with disclosing party to contest or minimize the scope of the disclosure.

15. NON-SOLICITATION. During the term of the Agreement and for a period of two (2) years after the termination of the Agreement on any basis, neither party shall, directly or indirectly, solicit or induce, or attempt to solicit or induce, any employee or consultant of the other party to terminate their employment with or services to their employer. Each party recognizes and agrees that compliance with the preceding sentence is reasonable and necessary for the protection of each party's interest in their respective employees and consultants. In the event of a breach or any threatened breach, the parties acknowledge and agree that no adequate remedy at law exists for and such provisions may be enforced by any equitable remedy, including injunction, without bond and without limiting right to proceed to remedy at law. If the period of time or scope should be judged unreasonable in any court proceeding, then the parties agree that the court shall enforce such requirements and the period of time or scope shall be reduced by such time or scope that is deemed unreasonable, so that such non-solicitation provision may be enforced using such period of time or scope as is judged to be reasonable.

16.USE OF NAME. Neither party may represent that it is associated with the other party for its own promotional purposes without prior written permission of such other party.

17. CANCELLATION. Company may cancel the Agreement by written notice to Customer due to (a) Customer's breach of, or failure to comply with, any of the Terms or any subsequent agreements between the parties; or (b) Customer filing a petition of any type as to its bankruptcy, being declared bankrupt, becoming insolvent, making an assignment for the benefit of creditors or going into liquidation or receivership. If Company cancels the Agreement as set forth above, Customer agrees to pay to Company all amounts due for Products shipped and Services performed prior to the effective date of termination and to indemnify and hold Company harmless from any amounts due by Company to third parties as a result of the cancellation. This Section and Sections 3, 4, 7, 9, 10, 11, 12, 13, 14, 15, 16 and 17 shall survive any cancellation of this Agreement.

18. PRODUCTS AND SERVICES. Customer may only use the Software expressly permitted by the license granted in the applicable EULA. Without limiting the generality of the foregoing, the Software may not be resold, leased, sublicensed, distributed, or transferred in any way except

as expressly permitted under the applicable EULA. Company may make any changes to the Products or Services, or both, or discontinue any of the Products or Services at Company's sole discretion. The parties acknowledge and agree that Company, in the course of performing Services, may use or incorporate its pre-existing materials and other intellectual property developed or otherwise owned by Company ("Pre-Existing Intellectual Property"). Company shall at all times retain all rights to such Pre-Existing Intellectual Property and any Customer specific by-product of the utilization of Pre-Existing Intellectual Property for purposes of completing Services shall be considered intellectual property of Company and Customer is granted a perpetual license to utilize any by-product that is derived as a result of the requirements of the Agreement.

19. INDEPENDENT CONTRACTOR. In performance of all Services, Company shall be deemed to be an "independent contractor" and as such, shall not be entitled to any benefits applicable to the employees of the Customer. Company declares that it is engaged in an independent business and that similar services are provided for other customers and the Customer is not Company's sole and only customer. Neither party shall in any way be deemed to be an agent or representative of the other party. Neither party shall have any authority to bind or speak for the other party except as may be specifically given to such party in writing from time to time.

20. INSURANCE. Company shall maintain the following insurance coverages:

General Liability
- Each Occurrence - $1,000,000
- General Aggregate - $2,000,000
- Professional Liability - $2,000,000

Automobile Liability (Combined Single Limit - $1,000,000

Umbrella Liability
- Each Occurrence - $5,000,000
- General Aggregate - $5,000,000

Workers Compensation and Employers' liability
- Each Accident - $100,000
- Disease Policy Limit - $500,000

21. INDEMNIFICATION. Each party agrees to indemnify and hold harmless the other party, its officers, directors, agents and employees for any loss, including actual attorney's fees, costs or damages that either party may incur, in connection with the Agreement or the Services as a result of the negligent acts or omissions of either party or its employees or agents. Neither party shall be liable to the other party for incidental, indirect or consequential damages, except where same arises out of the gross negligence or willful misconduct of such party. Under all circumstances, the maximum damages under the Agreement are the amount paid by Customer for the Services.

22. ASSIGNMENT. The Agreement may not be assigned by Customer without prior written permission from Company. Any attempt to assign any rights or delegate any duties or obligations, which arise under the Agreement without such permission, shall be void

23. DISPUTES. Each party consents to the forum, jurisdiction, and venue of the state courts of the State of Wisconsin and federal courts located therein in any actions, disputes or controversies under the Agreement. The rights and obligations of a party shall survive completion of performance in accordance with the provisions of the Agreement and Change Orders issued thereunder.

24. SEVERABILITY. Any provision or part thereof of the Agreement held to be void or unenforceable by any court shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The court may reform or replace such stricken provision or part thereof with a valid and enforceable provision, which expresses the intent of the stricken provision.

25. GOVERNING LAW. The Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin, without regard to conflicts of laws principles.

26. ENTIRE AGREEMENT. The Agreement, including all Change Orders issued thereunder, constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties. The Agreement may be amended only by a writing signed by the duly authorized representative of each party. The terms and conditions of any purchase order, acknowledgement, invoice, or other commercial form issued by Customer to Company are specifically excluded and shall not be deemed a part of or to modify or amend the Agreement, unless such other party expressly agrees in writing to be bound by such commercial form.

27. FORCE MAJEURE. Neither party shall be responsible or liable for delays or failure to perform related to any cause or contingency beyond its reasonable control including, without limitation, acts of God, fire, flood, war or labor dispute.

28. NOTICES. Any notice provided for or concerning the Agreement shall be in writing and shall be deemed sufficiently given when sent by certified mail to the address as set forth in the Agreement.

Any notice provided for or concerning these Standard Terms and Conditions shall be in writing and shall be deemed sufficiently given when sent by certified mail to the address as set forth below.

NAVIANT, INC.
201 Prairie Heights Drive
Verona, WI 53593

_____
Signature

_____
Print Name and Title

_____
Date

CUSTOMER

_____
Customer Name

_____
Street Address

_____
City, State Zip Code

_____
Signature

_____
Print Name and Title

_____
Date

Steve Arnold, Mayor
Introduced by

I.T.
Prepared by

Finance Committee
Committee

June 23, 2015
Date

RESOLUTION R-68-15

AUTHORIZING ACCEPTANCE OF THE ENTERPRISE CONTENT MANAGEMENT SYSTEM PROPOSAL FROM NAVIANT, INC.

WHEREAS, the Information Technology Department was given authorization in the Capital Improvement Plan to purchase and implement an Enterprise Content Management System; and

WHEREAS, Naviant, Inc. provides OnBase ECM software licenses and implementation services through the State of Wisconsin cooperative purchasing agreement under contract #407366; and

WHEREAS, a city workgroup has identified the OnBase ECM software as the solution that can best meet the needs of the City; and

WHEREAS, Naviant, Inc. has provided a proposal to implement the OnBase ECM core system and Agenda Management workflow; and

WHEREAS, the cost for the software and implementation is $92,893.00.

NOW BE IT HEREBY RESOLVED, by the Fitchburg Common Council that it approves the purchase of OnBase software and implementation services from Naviant, Inc. for the implementation of the Enterprise Content Management System.

BE IT FURTHER RESOLVED, by the Fitchburg Common Council that the Mayor and City Clerk are authorized to sign the contracts with Naviant, Inc. for the Enterprise Content Management System implementation.

Adopted this _____ day of _____, 20___.

_____
Patti Anderson, City Clerk

_____
Stephen L. Arnold, Mayor

City of Fitchburg
Committee of Commission Referral

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

Date Referred: **July 14, 2015** | Ordinance Number:
Date to Report: | Resolution Number: R-73-15

Sponsored by: Mayor Arnold | Drafted by: Sigurslid

TITLE: **APPROVING CONTRACT WITH CITY ADMINISTRATOR**

Background: Following the announcement of former City Administrator Tony Roach's retirement a nationwide search for his successor was conducted. At the City Council meeting on June 9, 2015, Mayor Arnold nominated, and the City Council unanimously approved, Patrick Marsh as the next City Administrator contingent upon successful completion of all background checks and necessary pre-employment requirements. Following the successful background checks, contract negotiations commenced. The recommended contract is substantially similar to that of former Administrator Roach, the key difference being a provision to provide the Administrator with a City cell phone. The agreed upon salary is competitive within the local market and in line with that of other Administrators from similar sized municipalities. The proposed contract has been reviewed by both City Attorney Mark Sewell and the City's Labor Attorney Mike Westcott.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Finance Committee	Dodge	July 14, 2015	
2	City Council	Sewell	July 14, 2015	
3				
4				

Amendments:

CITY OF FITCHBURG
ADMINISTRATOR EMPLOYMENT AGREEMENT

This AGREEMENT made as of this ___ day of _____, 2015 between Patrick Marsh, hereinafter referred to as the "Administrator" and the City of Fitchburg, Wisconsin, hereinafter referred to as "City".

I. EMPLOYMENT DUTIES AND RESPONSIBILITIES

The City Administrator is responsible for directing, coordinating and expediting the effective and efficient performance of all City services, functions and programs. It is agreed that a distinction exists between policy creation and the administrative implementation of that policy. The Administrator shall report to the Mayor, and shall be subject to the supervision and direction of the Mayor and the written directives of the City Council as a whole.

A. **SCOPE OF DUTIES**

The City hereby appoints, engages and hires the Administrator to perform, under the direction of the Mayor and the City Council, the following services and such other similar services as are from time to time requested or delegated by the Mayor or City Council.

1. Coordinates and administers all City functions, except where such authority is vested in boards and commissions by the Wisconsin Statutes or City ordinances.

2. Coordinates and administers all employee relations activities. Serves as a member of the City's management negotiating team.

3. Provides information and policy alternatives to the Mayor and Common Council. Informs the Mayor and Common Council on matters pertaining to municipal services, programs, activities, and fiscal matters on a timely basis. Recommends the best course(s) of action for each problem, situation, or event.

4. Coordinates, advises, and prepares such work papers as necessary in the preparation of the annual report, capital improvement plan, annual budget, and for the issuance of municipal debt.

5. Reviews and assesses pending and adopted county, state and federal legislation that may affect the operations of the City.

6. Prepares periodic and special reports.

7. Develops and maintains positive relationships with the community, media, and other members of the public. Establishes procedures to facilitate

communication and ensure that citizen comments receive prompt attention.

8. Attends professional meetings and keeps current on new developments in municipal government.

9. Coordinates, advises, and prepares the creation and monitoring of Tax Increment Districts and other economic development financing tools.

10. Develops goals and objectives for the performance of the Administrator's duties and responsibilities and for the proper administration of the City.

11. Maintains an ongoing program of employee performance and evaluation with the advice and assistance of the Mayor, City Council, Personnel Committee and department heads.

12. Plans and advises the Mayor and City Council on programs for staff development, and implements such programs.

13. Attends all City Council meetings, and brings to the attention of the City Council pending matters requiring council action.

14. Attends meetings of Council Committees or other meetings of City boards, commissions, committees and task forces at the request of the Mayor.

15. Oversees preparation of the official agenda for the City Council meetings, in coordination with the Mayor and City Clerk.

16. Assures that persons affected by City Council actions are properly notified.

17. Represents the city at a variety of meetings including meetings with local, regional, State and Federal government agencies, private organizations, business, and citizens. Coordinates negotiations with special interest groups including developers, builders, and citizen groups.

18. Provides information, including a regular review of expenditures and revenue status, on an advisory basis to the Mayor and the City Council.

18. Performs all functions and duties as identified in Article IV Sect. 8-100 of the Municipal Code.

B. **ACCEPTANCE OF THE DUTIES OF THE ADMINISTRATOR**

The Administrator hereby accepts and agrees to such hiring, engagement and employment, subject to the direct supervision, advice and direction of the Mayor and general supervision, orders and directives of the City Council as a whole. Administrator shall perform such other duties as are customarily performed by one holding such position in other same or similar businesses or enterprises as those engaged in by the City, and shall also render such other and unrelated services and duties as are assigned from time to time by the Mayor or City Council. However the Administrator shall not be required to attend meetings on more than two (2) evenings in any one week, exclusive of collective bargaining and budget. Compensatory time shall follow policy for non-represented personnel as established in the Employment Policies & Procedures Manual.

C. **EXCLUSIVE SERVICE**

The Administrator shall devote his full working time and attention to the business of the City. The Administrator shall obtain the written permission of the Mayor and Common Council before directly or indirectly rendering services for compensation of any nature to or for any other person, firm or municipality. The Administrator may teach courses in local government or public administration at local colleges or universities with prior written permission of the Mayor and Common Council.

II. BEST EFFORTS OF THE ADMINISTRATOR

The Administrator agrees that he will at all times, faithfully, industriously and to the best of his ability, experience and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms of this Agreement to the reasonable satisfaction of the Mayor and Common Council.

III. TERM OF EMPLOYMENT

This Agreement is for an indefinite term, commencing on September 1, 2015 subject, however, to prior termination as provided in Section IX.

IV. COMPENSATION

A. **BASIC SALARY**

For all services rendered by the Administrator, the City shall pay the Administrator an annual salary in the gross amount of $120,000.00 payable in equal bi-weekly installments. The Administrator shall be considered a salaried,

exempt employee for federal and state wage and hour purposes. Any prospective annual increase shall be administered in conformance with the Pay for Performance Program. Salary payments shall be subject to withholding and other applicable taxes as required by law.

B. **FRINGE BENEFITS**

As further consideration for the performance of this Agreement by the Administrator, the City shall provide the Administrator the following fringe benefits:

1. **Sick Leave**
The Administrator shall, upon commencement of this agreement, be credited with 100 hours of sick leave and shall thereafter accrue four (4) hours of sick leave each bi-weekly pay period to be added to that balance. Sick leave benefits will be administered in accordance with the Employment Policies & Procedures Manual.

2. **Annual Vacation**
The Administrator shall be credited with 80 hours of vacation upon commencement of this Agreement. Vacation will thereafter accrue at the rate of 20 working days of vacation per calendar year during the term of this Agreement. Vacation time may be used during the year at such times as coordinated with the Mayor. In the event of termination of this Agreement, vacation time will be prorated based upon the number of complete months worked and any unearned vacation taken shall be deducted from the Administrator's final paycheck.

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3. **Benefits**
The Administrator is entitled to all benefits and holidays that are provided to exempt employees as contained in the Employment Policies and Procedures Manual.

4. **Automobile Mileage Reimbursement**
The City shall reimburse the Administrator at the IRS mileage reimbursement rate per mile for City-related automobile travel, in recognition of the fact that the Administrator will be required to use his personal vehicle for local City business. To receive mileage reimbursement, Administrator shall keep a record of all miles traveled on behalf of the City and the purpose of such travel, and shall file a request for reimbursement at least quarterly. Mileage to and from Administrator's personal residence and work will not be reimbursed.

5. The Administrator shall adhere to all other provisions specified in the

Employment Policies & Procedures Manual unless specifically modified in this Agreement.

6. The City shall provide a mobile phone to the Administrator, or a monthly stipend in lieu of a mobile phone as agreed by the Administrator and Mayor. In the event of a stipend, such agreed upon amount shall be reduced to writing.

V. PROFESSIONAL ORGANIZATIONS

The Administrator shall be allowed, at the City's expense, membership in one (1) national organization and its state affiliate whose purpose is to promote professional development and betterment of those employed in the field of municipal administration. The Administrator shall be allowed, at the City's expense, to attend the annual national conference of that organization. The City will also grant the Administrator paid leave to attend one relevant state conference of the affiliate organization annually. All cost reimbursement for these conferences shall be limited to the amounts available in the Administrator's budget for such purposes. Additional state and local meetings may be attended by the Administrator with prior permission of the Mayor.

VI. ANNUAL PERFORMANCE REVIEWS

The Administrator shall be eligible for an annual increase on the first of January of each year commencing January 1, 2016. Any prospective annual increase shall be at least equal to the pay increase for non-represented personnel. In the event there is not a uniform increase for non-represented personnel in a calendar year, the Mayor may decide an appropriate percentage increase for the Administrator no less than the minimum increase received by the non-represented personnel in the preceding calendar year. In the event the non-represented personnel receive more than one City wide uniform increase in a calendar year (e.g. January and July), then the Administrator shall receive at least the same increase on the effective dates as the non-represented personnel. In determining the appropriate percentage increase, the Mayor may use any Pay for Performance standards adopted by the City.

VII. RESIDENCY AND ABSENCE FROM CITY

A. **Residency**

In the event the Administrator relocates to reside full time within the corporate limits of the City, the Administrator's then annual salary shall prospectively be increased by the gross amount of $5,000.00. In the event the Administrator subsequently relocates his residence outside of the corporate limits of the City, the Administrator's then annual salary shall be reduced prospectively by the gross amount of $5,000.00. The Administrator shall give the City written notice of any change in his residency and provide documentation to the City substantiating the new full time residence.

B. **Absence from City**

Administrator shall provide the Mayor and City Clerk's office with written notice at least five (5) calendar days in advance of any planned absence of more than two (2) working days unless the Mayor determines that there are extenuating circumstances that could not have been reasonably foreseen by the Administrator.

VIII. ADDITIONAL COMPENSATION

Administrator shall not be entitled to any additional compensation or benefits from City by reason of any service which he may perform as directed or allowed under this Agreement, other than that specified herein. Per Diem compensation for service on outside boards, commissions, or committees may be retained provided that such service is approved by the Mayor in advance and is not in conflict with the interests of the City.

IX. TERMINATION

A. **Termination by City**

1. **Termination without just cause**
It is understood and agreed that the Administrator may be dismissed and this Agreement terminated, by the City without just cause, at any time and without notice, on recommendation of the Mayor and approval by a majority vote of the City Council (i.e., five or more votes). The Administrator shall be entitled to six (6) months written notice of said dismissal and contract termination or equivalent pay on a regular bi-weekly payroll basis, exclusive of all fringe benefits, except health insurance, state retirement, disability and FICA. The Administrator shall be paid all accrued but unused compensatory time, vacation time, sabbatical and floating holidays as of the date of termination. Such benefits shall not accrue during any period in which the Administrator receives pay in lieu of notice. Because he is an employee-at-will, the Administrator understands and agrees that he has no property interest in his employment with the City and no appeal rights regarding any termination decision. Nothing contained herein shall be considered a waiver of the Administrator's rights to file a complaint with the Wisconsin Equal Rights Division or the United States Equal Employment Opportunity Commission.

2. **Termination for just cause**
It is understood and agreed that the Administrator may be immediately dismissed and this Agreement terminated by the City for just cause, at any time and without notice, upon recommendation of the Mayor and

approval by a majority vote of the City Council (i.e., five or more votes). If the City terminates this Agreement for just cause, the Administrator shall be paid through his last day of work and he shall not be entitled to any other compensation except as provided by law. Just cause shall exist if the Administrator commits fraud or embezzlement, continually neglects a significant part of his duties and continues to do so after receiving written notice thereof, is convicted of a crime which is substantially related to his employment with the City, or engages in any act(s) injurious to the business or reputation of the City, all as determined by the Mayor and a majority of the City Council (i.e., five or more votes).

B. **Termination by Administrator**

If Administrator terminates this Agreement at any time, he must provide ninety (90) days advance written notice. If the Administrator fails to give ninety (90) days written termination notice or an explanation acceptable to the Mayor for failure to do so, he will be liable to the City for liquidated damages in the amount of three (3) months gross salary.

C. **Retirement by Administrator**

In the event Administrator chooses to retire in accordance with the rules and regulations of the Wisconsin Retirement System, the following provisions shall apply:

1. Notice provision as provided in Section IX. B of this Agreement.

2. Sick Leave balance conversion to health insurance premiums as provided in the Employment Policies & Procedures Manual.

3. All other benefits shall be applied, and prorated if applicable, in accordance with the procedures in the Employment Policies & Procedures Manual.

X. RECORDS AND FILES

All records, files and computer programs concerning the City's business or personnel shall belong to and remain the property of the City. Upon termination of employment, the Administrator shall not be entitled to keep or reproduce the City's records, files, or computer programs. In the event the Administrator desires copies of any City records or files that are open records, as described in Chapter 19 of the Wisconsin Statutes, he will be provided copies of same and charged the same rate for said copies as any other requester would be charged.

XI. ENTIRE AGREEMENT

This Agreement contains the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein, and each of the parties hereto acknowledges that they have relied on their own judgment in entering into this Agreement. The parties hereto further acknowledge that any payments or representations heretofore made by either of them to the other are of no effect and that neither of them has relied thereon in connection with dealings with the other.

XII. MODIFICATION OF AGREEMENT

No waiver, amendment, modification or extension of this Agreement or for any covenants, conditions or limitations not herein contained shall be valid unless in writing and duly executed by both parties. No evidence of any waiver, modification or extension shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties hereto arising out of or affecting this Agreement or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The parties further agree that the provisions of this section may not be waived except as specifically herein set forth.

XIII. CITY POLICIES, PROCEDURES AND RULES TO APPLY

The Administrator shall be subject to and comply with all policies, procedures and/or rules adopted by the Mayor and/or City Council, unless said policies, procedures and rules are in specific conflict with this Agreement. In the event of a conflict, the terms and conditions of this Agreement shall control.

XIV. POLITICAL ACTIVITY

The Administrator and City agree that the Administrator shall not be required to, and is hereby strictly prohibited from, the following political activities:

A. Using his official authority or influence for the purpose of interfering with or affecting the result of a local election or a local nomination for office.

B. Directly or indirectly paying, lending or contributing anything of value to any elective municipal candidate in the City of Fitchburg.

C. Being a candidate for any elective governmental office in a partisan primary, general or special election that competes with or may be in conflict with the interest of the City. Determination of a potential conflict of interest shall be made by the Mayor, with appeal to the City Council.

XV. MISCELLANEOUS

A. **GOVERNING LAW**
This Agreement shall be interpreted, construed and governed in accordance with the laws of the State of Wisconsin.

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B. **ASSIGNABILITY**
The rights and obligations of the parties under this Agreement are personal and not assignable.

C. **BINDING EFFECT**
This Agreement constitutes the entire agreement between the parties and shall inure to the benefit of both the City and Administrator and their respective successors and personal representatives except as otherwise provided in this Agreement.

Effective as of the date first above written.

CITY OF FITCHBURG

Date: _____ By: _____
Steve L. Arnold, Mayor

Date: _____ Attest: _____
Patti Anderson, Clerk

ADMINISTRATOR

Date: _____ Signed: _____
Patrick Marsh

Mayor Arnold
Introduced By

Lisa Sigurslid
Prepared by

Finance Committee
Referred to

July 8, 2015
Date

RESOLUTION R-73-15

APPROVING CONTRACT WITH CITY ADMINISTRATOR

WHEREAS, the City conducted a nationwide search to replace retiring City Administrator Tony Roach; and

WHEREAS, the Mayor has nominated, and the City Council has confirmed, Patrick Marsh as the City's next Administrator subject to the terms and conditions set forth in the attached employment agreement; and

WHEREAS, Patrick Marsh is willing to accept such appointment and act as the Fitchburg City Administrator upon the terms and conditions set forth in the attached employment agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Fitchburg Common Council that it approves the contract and authorizes the City Clerk and Mayor to execute said contract on behalf of the City of Fitchburg.

Adopted this _____ day of _____, 2015.

Approved: _____
Stephen L. Arnold, Mayor

Attest: _____
Patti Anderson, City Clerk

	PENDING REFERRAL ITEMS
•	Rezone Request RZ-1853-09 by Randy Bruce of Knothe & Bruce Architect, LLC, Agent for McKee Family, LLC, to Rezone from Residential Medium Density (R-M) to Planned Development District General Implementation Plan (PDD-GIP) Property Associated with Lots 53 & 54 of Chapel Valley Plat
•	R-70-14 Resolution Designating Path Location for a Connection to McKee Road from the Military Ridge Path - tabled June 24, 2014
•	2014-O-22 Chapter 54 - Parks, Recreation and Forestry, Article III Division 3. Tree and Shrub Management
•	R-26-15 Authorizing Acceptance of 2015 Contract Bid
•	R-62-15 Adopting Capitol Improvement Program - 2016 Through 2020
•	R-65-15 Release of Utility Rights in Platted and Dedicated Right-of-Way for Bud's Drive and a Portion of Marketplace Drive
•	R-66-15 Final Resolution to Discontinue a Portion of Marketplace Drive and all of Bud's Drive, Remove from Official Map and Convey Title to Property Owner
•	2015-O16 An Ordinance to Adopt the 2015 Amendments to the Comprehensive Plan for the City of Fitchburg in Dane County, Wisconsin