1. Agenda

   Documents: BPW_2015.08.03_AG.PDF

2. Complete Packet

   Documents: BPW_2015.08.03_PK.PDF

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

AGENDA
BOARD OF PUBLIC WORKS
August 3, 2015
5:30 P.M.
CITY HALL

NOTICE IS HEREBY GIVEN that the Board of Public Works will meet at 5:30 P.M. on Monday, August 3, 2015 in the **Council Chambers** at City Hall, 5520 Lacy Road to consider and act on the following:

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

1. **Call to Order**

2. **Public Appearances – Non Agenda Items**

3. **Approval of July 6, 2015 Minutes**

4. **Report of Public Works**

5. **5-year update to the City's Comprehensive Park, Open Space and Recreation Plan**

6. **Resolution R-65-15** - Release of Utility Rights in Platted and Dedicated Right-of-Way for Bud's Drive and a Portion of Marketplace Drive

7. **Resolution R-79-15 -** Approving a Contract for Construction Observation Services for Quarry Vista Plat

8. **Resolution R-80-15 -** Hooper Corporation Parking Agreement for Maintenance Facility

9. **Resolution R-81-15 –** General Beverage Permit for Parking within City Property

10. **Resolution R-82-15 –** A Resolution Granting an Underground Electric Right-of-Way Grant to Madison Gas and Electric Company on Outlot 16, Second Addition to Nine Springs, City of Fitchburg, Wisconsin

11. **Announcements**
    a. Next Board of Public Works Meeting August 17, 2015 at 5:30

12. **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 e needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Fitchburg City Hall, 5520 Lacy Road, Fitchburg WI 53711, (608) 270-4200

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MINUTES
BOARD OF PUBLIC WORKS
July 6, 2015
5:30 P.M.
CITY HALL

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

Board of Public Works Members Present: Steve Arnold, Dorothy Krause, Dave Herbst and Ryan Fralish

Others Present: Cory Horton, Director of Public Works, Tracy Foss, Utility Engineer, John Ellinger, 2720-2726 Fitchrona Road, Diane Remeika, 6311 Lacy Road

1. **Call to Order-** The meeting of the Board of Public Works was called to order by Mayor Arnold at 5:30 p.m.

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

3. **Approval of June 1, 2015 Minutes** – (video time 00:30)
   a. Motion to approve made by Herbst
   b. Seconded by Krause
   c. Motion carried, minutes approved

4. **Approval of June 11, 2015 Minutes – (Joint Meeting with TTC)** - (video time 00:50)
   a. Motion to approve made by Herbst
   b. Seconded by Fralish
   c. Motion carried, minutes approved

5. **Approval of June 22, 2015 Minutes – (Joint Meeting with Finance)** - (video time 01:30)
   a. Motion to approve made by Fralish
   b. Seconded by Herbst
   c. Motion carried, minutes approved

6. **Review of May 2015 Utility Bills**
   a. Horton provided background, board asked questions, discussed

7. **Review of June 2015 Utility Bills**
   a. Horton provided background, board asked questions, discussed

8. **Report of Director of Public Works** (video time 05:20)
   a. Horton provided project/construction updates, schedules of current projects, upcoming bids and staff updates. Board asked questions, discussed

- Motion by Herbst to amend agenda to discuss item 10
- Seconded by Krause
- Motion carried
- Item 10 was discussed

Arnold called for unanimous recess. No objections. 3 minute recess at 5:57 p.m.
Arnold called the meeting back to order at 6:00 p.m.

9. 6:00 p.m. – Public Hearing – Fitchrona Road and Lacy Road Water Main Assessments (video time 27:20)

a. Horton provided an update and explained deferred assessment
b. Arnold opened the public hearing
c. Diane Remeika registered to speak and be available for questions
d. John Ellinger registered to ask questions
e. Foss answered questions regarding assessment details
f. Arnold closed the public hearing
g. Motion to approve the preliminary assessments made by Krause
f. Seconded by Herbst
g. Motion carried, approved

10. 2014 Yahara WINs Annual Report – (video time 18:40)

a. Horton provided details, board asked questions, discussed
b. Arnold provided some information

11. Announcements

a. Next Board of Public Works Meeting – July 20, 2015 at 5:30 p.m.

12. Adjournment- Adjournment at 6:14

a. Motion to adjourn made by Fralish
b. Seconded by Krause
c. Motion carried

Note: It is possible that members of and possibly a quorum of members of other government bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note that, upon reasonable notice, efforts will be made to accommodate e 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

PARKS PLAN – 5-YEAR UPDATE – 2015-16

- **PROPOSED TIMELINE AND PROCESS** - **June 2015 – February 2016**

  1. Staff kick-off meeting – **Late May**
  2. Staff presentation of timeline/process to, and issues identification by:
     - Parks Commission – **June**
     - CEDA – **July**
     - Plan Commission – **July**
     - RCC - **July**
     - Board of Public Works – **August**
  3. Public opinion survey – **July**
  4. Public input meeting/workshop #1 – **August**
  5. Public input meeting/workshop #2 – **September**
  6. Staff update on timeline/process to COW – **September**
  7. Staff update on timeline/process and presentation of draft Plan to Parks Commission – **November**
  8. Staff presentation of draft plan to public (open house) – **December**
  9. Staff complete final draft – **January**
  10. Staff presentation of final draft plan and public hearing/adoption process (Relevant Committees and Council) – **February/March**

- **MAJOR ISSUES**
  - Standards revision (Appropriate new park/open space "placement" and identifying/prioritizing spaces and uses that reflect demographics of surrounding population, etc.)
  - Emerging trends in park/open space uses as "third places" (activities for aging population, community gardens, for-profit vending, farmers markets, beer gardens, etc.)
  - Taking advantage of attributes that make Fitchburg unique (trail system, agricultural identity, etc.)
  - N. Fish Hatchery Road neighborhood center concept
  - Long-term vision for Nine Springs property
  - Trails as multi-functional (recreation, transportation, environmental corridors, etc.)

DRAFT: 7-25-2015

- Incorporating Recreation Dept. vision, Program Needs Study, etc.
- Moraine Edge Park prospects
- Heritage Circle Route concept
- Staffing, etc.
- “Themed” parks (one or two focused uses, biking, agriculture, etc.)
- The preservation aspect of parks and open space
- “Enhanced” stormwater facilities and reference to stormwater facility management documents/plans, etc.
- Incorporation of Urban Forest Strategic Master Plan, etc.
- Incorporation of operations/management map and development of management “plan/schedule”
- Landscaping to ensure maximum use
- Analysis of neighborhood park use
- Integration of Smart Code “civic space”
- Public-public partnerships (i.e. WDNR, Dane County lands in City)
- User counts
- Development of “urban parks”
- “Natural “ play areas for children
- Eco-system services
- Listing of all recreational events in City

- **PLAN STRUCTURE/CONTENT**

1. Executive Summary
2. Introduction and Overview
3. Inventory (To include Assessment of Needs and Implementation)
4. Goals, Objectives, Policies, and Recommendations (To include Standards and Conceptual Park and Open Space Proposal)
5. Appendices

DRAFT: 7-25-2015

THE OVERRIDING "GOAL" OF PUBLIC OPEN SPACE = OUTDOOR RECREATION

OUTDOOR RECREATION can take a lot of different forms and uses. "Conventional' forms and uses include basketball/volleyball courts, baseball/softball diamonds, and play equipment……these conventional forms and uses will always have a place in public open space. Let's look beyond those conventional outdoor recreation forms and uses, and look at forms and uses through the following lenses:

A. **SOCIABLE** (Think: People)

"What attracts people most, it would appear, is other people." – William Whyte

B. **SOLITUDE** (Think: Nature)

Solitude can include people….it's more about surrounding environment and uses.

C. **SEAMS** (Think: Transportation Corridors and Linkages)

Trails from home to "work" places (jobs, schools, etc.)…..trails from home to "errand" places (shopping centers, etc.)....and trails from home to "play" places (parks, restaurants, etc.).

A. **SOCIABLE** – **What elements are needed to achieve?**

I. ENVIRONMENT – Shelters/pavilions, amphitheaters, food/drink/vending services and facilities;

II. USES/ACTIVITIES – Festivals, concerts, contests/races, movie nights, "teaching" garden, farmers market pavilion, German beer garden;

III. ACCESS – Sound land use planning principles and techniques.

B. **SOLITUDE** – **What elements are needed to achieve?**

I. ENVIRONMENT – Water bodies, woodlots, prairies, gardens, and trails;

II. USES/ACTIVITIES – Walking, running, hiking, biking, sitting, gardening, land restoration, and education/interpretation;

III. ACCESS – Sound land use planning principles and techniques.

C. SEAMS – **What elements are needed to achieve?**

I. ENVIRONMENT – Trails serving as "links" and connecting people with places where they live, work, and play.

II. USES/ACTIVITIES – Walking, running, hiking, biking, sitting, and education/interpretation;

III. ACCESS – Sound land use planning principles and techniques.

DISCUSSION QUESTIONS

1. What has been your most enjoyable "sociable" experience in:

   A. Any park:

   B. A Fitchburg park:

2. What has been your most enjoyable "solitude" experience in:

   A. Any park:

   B. A Fitchburg park:

3. What has been your most enjoyable "seams" experience on:

   A. Any trail:

   B. A Fitchburg trail:

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred**: July 28, 2015** Ordinance Number:
Date to Report Back**: August 25, 2015** Resolution Number: **R-79-15**

Sponsored by: Mayor Drafted by: Public Works

TITLE: **APPROVING A CONTRACT FOR CONSTRUCTION OBSERVATION SERVICES FOR QUARRY VISTA PLAT**

Background: Quarry Vista includes public infrastructure that needs to be inspected on behalf of the City. City staff currently does not have adequate capacity to take on the additional workload. This contract would provide inspection consulting services to allow the plat to move forward with construction.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	August 3, 2015	
2	Finance	Dodge	August 11, 2015	
3				
4				

Amendments:

Agreement for Engineering Services

OWNER
City of Fitchburg
5520 Lacy Road
Fitchburg, Wisconsin 53711

ENGINEER
Strand Associates, Inc.®
910 West Wingra Drive
Madison, Wisconsin 53715

PROJECT: Quarry Vista Construction

1. Scope of Services

1.1. Stormwater Review Services

- Review the PROJECT's Stormwater Plan.
- Review the PROJECT's XPSWMM model.
- Provide stormwater review comments to the OWNER.

1.2. Construction-Related Services

The services can generally be described as construction-related services which includes: attend preconstruction conference; provide on-site construction-related observation services; review contractor's conformance with approved plans specifications, and shop drawings; interpret and clarify contract documents; assist with erosional control permit compliance; attend construction progress meetings; provide written record drawings from information from contractor's records; and participate in project closeout for the PROJECT.

- Provide contract administration services including attendance at preconstruction conference, attendance at construction progress meetings, periodic site visits, and participation in project closeout.
- Provide up to 200 hours of full-time resident project representative (RPR) services. In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.
- Provide periodic erosion control site reviews based on the OWNER's erosion control permit review schedule.
- Provide hand-drawn record drawings from information compiled from contractor's records.

1.3. OWNER's Responsibilities

- Provide construction-related services for the construction of the Fitchrona Water Main project.
- Provide construction-related services for the Hammersley Landfill Relocation Project.
- Provide a comprehensive review of the PROJECT plans, specifications and stormwater plan.

1.4. Service Elements Not Included

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

- Construction staking for the general location, alignment, elevation, and grade of the work. The contractor shall provide construction staking and cut sheets for the PROJECT.
- Shop drawing reviews.
- Record drawings in Mylar and electronic format from information compiled from contractor's records. ENGINEER will not be liable for the accuracy of the record drawing information provided by contractor and OWNER.

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

1.5. Extension of Services

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

1.6. Completion of Services

No services under this Agreement shall commence unless authorized by the OWNER in writing. If authorization is received by July 1, 2015, it is anticipated that construction will be completed by October 15, 2015. This Agreement shall terminate November 1, 2015, unless otherwise amended.

2. Compensation, Billing and Payment

2.1. Compensation

Compensation for the services set forth in Exhibit A, will be on an hourly rate basis in accordance with the ENGINEER's hourly rates attached as Exhibit A. The ENGINEER will bill the OWNER monthly for the service provided. No direct expenses will be billed. The bill will provide a breakdown of services rendered according to the ENGINEER's labor classifications shown in Exhibit A. The total

compensation for stormwater review services, including fees and expenses, shall be a sum not to exceed $2,500. The total compensation for construction-related services, including fees and expenses, shall be a sum not to exceed $22,000.

2.2. Billing and Payment

2.2.1. Timing/Format/Acceptance

ENGINEER will bill the OWNER monthly, with net payment due in 45 days. Unless OWNER provides ENGINEER with a written statement of any objections to the invoice within 30 days of receipt, OWNER shall be deemed to accept the invoice as submitted, provided, however, acceptance of the invoice shall not constitute OWNER's acceptance of improper, faulty, or defective work, shall not release ENGINEER of any of its obligations under this Agreement, and shall not constitute a waiver of any rights or provisions hereof by OWNER.

2.2.2. Late Payments

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

2.2.3. Delay/Adjustment

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

2.2.4. Billing Records

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

2.2.5. Sales/Use Taxes

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

2.2.6. Expenses

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

3. Standard Terms and Conditions

3.1. Standard Of Care

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

3.2. Change of Scope

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

3.3. Safety

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

3.4. Construction Review

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

3.5. Delays

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

3.9. Insurance

ENGINEER shall maintain the following minimum insurance coverage/limits:

Comprehensive General Liability:	$1,000,000 occurrence/ $2,000,000 aggregate
Automobile Liability	$1,000,000 occurrence/aggregate
Worker's Compensation/Employers Liability	Statutory
Excess Liability	$7,000,000 occurrence/ aggregate
Professional Liability	$5,000,000 occurrence/ aggregate

3.10. Hold Harmless And Indemnification

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

3.11. Liability For Toxic/Hazardous Materials

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

3.12. Access

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

3.13. Reuse of Documents

Reuse of any documents pertaining to this PROJECT by the OWNER on extensions of this PROJECT or on any other PROJECT shall be at the OWNER's risk. The OWNER agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, including attorney's fees, arising out of such reuse of the documents by the OWNER or by others acting through the

OWNER, except for any damages, claims, and liability arising directly from ENGINEER negligence.

3.14. Amendment

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

3.15. Assignment

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

3.16. Entire Agreement

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

3.17. No Waiver

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

3.18. No Third-Party Beneficiary

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

3.19. Severability

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

3.20. Authority

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

3.21. Notices

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

3.22. Opinions of Construction Cost

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

3.23. Relations with Contractors

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

3.24. Laws to be Observed

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

3.25. Professional Services

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

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

3.26. Disputes

OWNER and ENGINEER agree to initially attempt mediation regarding any dispute arising between OWNER and ENGINEER under this Agreement. Such proceedings shall be held in Fitchburg, Wisconsin. At OWNER's option, any such mediation will be consolidated with related dispute resolution proceedings

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

ENGINEER:

BY: _____ _____ 7/15/15
Matthew S. Richards Date
Corporate Secretary

ATTEST: _____ 7/15/15
Rachel A. Frieders Date

OWNER:

BY: _____ 7-16-2015
Steven L. Arnold, Mayor Date

ATTEST: _____ 7-22-15
Patti Anderson, City Clerk Date

APPROVED AS TO FORM:

_____ 7/22/15
Mark Sewell, City Attorney Date

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

_____ 7-22-15
City's Financial Officer Date

EXHIBIT A

Hourly Billing Rates

	Hourly Billing Rates*	Approximate Hours
Kent Straus	$233.11	2
Mark Shubak	$177.98	4
Josh Straka	$164.41	12
Mike Williams	$151.95	12
Diane Polydoris	$98.10	200
Office Production	$90.00	2

* Updated annually on July 1

Amendment No. 1 to

Agreement for Engineering Services dated July 16, 2015

OWNER
City of Fitchburg
5520 Lacy Road
Fitchburg, Wisconsin 53711

ENGINEER
Strand Associates, Inc.®
910 West Wingra Drive
Madison, Wisconsin 53715

PROJECT: Quarry Vista Construction

Under **1. Scope of Services**, 1.2. Construction-Related Services, CHANGE 200 hours to "700 hours."

Under **2. Compensation, Billing and Payment**, 2.1 Compensation,

CHANGE $22,000 in the last sentence to "$77,500."

REPLACE all instances of Exhibit A with "Exhibit A (Revised)."

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

ENGINEER:

BY: _____ 7/21/15
Matthew S. Richards — Date
Corporate Secretary

ATTEST: _____ 7/22/15
Rachel A. Frieders — Date

OWNER:

BY: _____ _____
Date

ATTEST: _____ _____
Date

APPROVED AS TO FORM:

_____ _____
City Attorney — Date

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

_____ _____
City's Financial Officer — Date

EXHIBIT A (Revised)

Hourly Billing Rates

	Hourly Billing Rates*	Approximate Hours
Kent Straus	$233.11	4
Mark Shubak	$177.98	4
Josh Straka	$164.41	40
Mike Williams	$151.95	12
Diane Polydoris	$98.10	710
Office Production	$90.00	4

* Updated annually on July 1

Steve Arnold, Mayor
Introduced By

Public Works
Drafted By

Board of Public Works & Finance
Committee

July 28, 2015
Date

RESOLUTION R-79-15

APPROVING A CONTRACT FOR CONSTRUCTION OBSERVATION SERVICES FOR QUARRY VISTA PLAT

WHEREAS, through Resolution R-64-15, the City has entered into an agreement for Subdivision Improvements in the Plat of Quarry Vista; and

WHEREAS, the Quarry Vista Subdivision Improvements include public infrastructure that needs to be inspected by a representative of the City; and

WHEREAS, the City doesn't currently have sufficient in-house staff to provide construction observation services for the public infrastructure improvements; and

WHEREAS, entering into a contract with Strand Associates has been recommended by the Director of Public Works/City Engineer and associated engineering staff based on their qualifications and experience with similar projects; and

WHEREAS, the developer agreement includes reimbursement of City associated costs for construction observation services; and

NOW THEREFORE BE IT HEREBY RESOLVED, by the Fitchburg Common Council that it approves the contract with Strand Associates for construction observation services for the Quarry Vista Plat not to exceed the amount of $77,500.

Adopted by the Common council of the City of Fitchburg this 11TH day of August, 2015

Approved By: _____
Stephen L. Arnold, Mayor

Approved By: _____
Patti Anderson, City Clerk

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by: Public Works
Direct Referral Approved by:

Date Referred**: July 28, 2015** Ordinance Number:
Date to Report Back**: August 11, 2015** Resolution Number: **R-80-15**

Sponsored by: Mayor Drafted by: Cory Horton

TITLE: **Hooper Corporation parking agreement for maintenance facility**

Background: Hooper Corporation has requested a mutual agreement between the City to allow parking of equipment at the maintenance facility. In return, Hooper would assist the City with tree removal services.

This arrangement was utilized in the past. Hooper assisted the City with removal of difficult trees and with storm damage response. Hooper is a contractor for Madison Gas and Electric, so having the equipment local in Fitchburg also expedites response time to restore utilities for residents during storm events. Long term staff felt that the assistance provided by Hooper in the past was very beneficial to the City. In 2014 Hooper provided over 75-hours of tree removal assistance to the City.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	August 3, 2015	
2	Finance	Dodge	August 11, 2015	
3				
4				

Amendments:

Stephen L. Arnold
Introduced by

Public Works
Prepared by

Council
Referred to

7/23/15
Date

RESOLUTION R-80-15

HOOPER CORPORATION PARKING AGREEMENT FOR MAINTENANCE FACILITY

WHEREAS, Hooper Corporation desires to park up to four pieces of equipment outside of the public works maintenance facility, plug in equipment for up to two hours a day to assist in cold weather starting, utilize restrooms and water at the maintenance facility; and

WHEREAS, Hooper Corporation agrees to provide the City with assistance with tree removals and storm response; and

WHEREAS, the agreement would position equipment closer to the City in order to restore power to residents more expeditiously after a storm event; and

WHEREAS, Hooper Corporation has adequate insurance to cover liability for its vehicles, personnel, and work; and

WHEREAS, Hooper Corporation agrees to indemnify and hold the City harmless for any losses, damages or claims; and

NOW BE IT HEREBY RESOLVED, by the Fitchburg Common Council, agrees to the above terms with Hooper Corporation with the following conditions:

1) The agreement may be terminated by either party with or without cause upon written notice.
2) The agreement may be amended or updated upon signatures from both parties.

BE IT FURTHER RESOLVED, by the Fitchburg Common Council that it authorizes staff to prepare a formal agreement with the above terms and authorizes the Mayor to sign said agreement after approval by the City Attorney.

Adopted by the Common Council of the City of Fitchburg this _____ day of _____, 20___.

Approved By: _____
Stephen L. Arnold, Mayor

Attested By:_____

Patti Anderson, City Clerk

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by: Public Works
Direct Referral Approved by:

Date Referred**: July 28, 2015** Ordinance Number:
Date to Report Back**: August 25, 2015** Resolution Number: **R-81-15**

Sponsored by: Mayor Drafted by: Cory Horton

TITLE: **General Beverage permit for parking within City property**

Background: General Beverage property has been impacted by McKee Road, Verona Road, utility conflicts, and the Verona Road Reconstruction project. General beverage seeks additional parking to accommodate their current and future operations. General beverage has requested to utilize City property adjacent to their facility to allow for parking in order to maintain a viable business within Fitchburg.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Council		July 28, 2015	
2	Board of Public Works	Horton	August 3, 2015	
3	TTC	Dodge	August 13, 2015	
4	Plan Commission	Hovel	August 18, 2015	
5	Finance	Bizjak	August 25, 2015	

Amendments:

Memo

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

To:	Fitchburg Common Council, Mayor, Board of Public Works, Finance, TTC
From:	Cory Horton, Director of Public Works/City Engineer
Date:	July 23, 2015
Subject:	General Beverage Permit for Parking Within City Property

General Beverage property has been impacted by McKee Road, Verona Road, utility conflicts, and the Verona Road Reconstruction project. General beverage seeks additional parking to accommodate their current and future operations. General beverage has requested to utilize City property adjacent to their facility to allow for parking in order to maintain a viable business within Fitchburg.

City staff are seeking policy input from Council in order to determine if further steps should be taken to evaluate and potentially allow private use of the corridor under a permit or if the private use would not be considered.

General beverage has prepared concept plans related to the parking within the corridor, and staff has evaluated the proposed concepts. These concepts would need to be fully vetted with the encumbrances associated with the corridor. The corridor was a rails-to-trails conversion and grant funding was utilized for the purchase of the property. Private use of the corridor would require a conversion and suitable replacement land and amenities would need to be provided to offset the loss in the corridor area. Due to the grant constraints, the corridor could be converted back to rail. General beverage understands that while unlikely, the land could revert back to rail. Due to grant constraints and other agreements, the parking would be allowed under a permit rather than selling the land outright. The terms of an agreement and permit would need to be worked out.

Staff have looked at options for the conversion and feel that a suitable replacement area could likely be located that would provide as good or better functionality as the area that would be converted to parking. The existing cannonball trail would still exist in its current configuration, there would just be a smaller grass corridor surrounding the path.

There are benefits and drawbacks to the proposal. Allowing the parking would maintain and perhaps expand jobs within the City. The conversion could potentially result in an overall better amenity for the City/bicycle users. The parking under permit does however locate parking closer to the existing cannonball trail and shows a precedent of utilizing city property for private use.

Stephen L. Arnold
Introduced by

Public Works
Prepared by

Council
Referred to

7/23/15
Date

RESOLUTION R-81-15

GENERAL BEVERAGE PERMIT FOR PARKING WITHIN CITY PROPERTY

WHEREAS, General Beverage has completed the first phase of their expansion project with the warehouse addition and is planning to move forward with a second phase to expand their office area, and

WHEREAS, due to the constraints placed upon General Beverage by McKee Road, Verona Road, utility conflicts, and the Verona Road Reconstruction project, the only viable alternative to accommodate parking and fire lane access requirements for the second phase of their expansion is to locate these improvements in the railroad corridor, located adjacent to their east property line, and

WHEREAS, the railroad corridor was jointly purchased by City of Madison, City of Fitchburg, and the Wisconsin Department of Natural Resources as a rails-to-trails conversion and included a 50% contribution for the land acquisition from the stewardship grant program, and

WHEREAS, the City of Fitchburg has entered into agreements with the City of Madison and Wisconsin DNR to preserve the corridor for transportation purposes, and more specifically for the development of a shared-use path that maintains connectivity between the Military Ridge State Trail and the Capital City State Trail, and

WHEREAS, the section of corridor located adjacent to General Beverage is owned by the City of Fitchburg and construction of the Military Ridge Path in the corridor was completed in 2014, and

WHEREAS, timing is becoming critical due to the Verona Road Reconstruction project schedule and the process for converting land in the railroad corridor from a recreation use to private parking use will require staff time and expenditures to complete, and

WHEREAS, this resolution has been prepared to provide some certainty to General Beverage that they will be able to proceed with phase two of their expansion plans and continue their planning efforts with the understanding that they will be able to locate private parking and a fire lane access within the railroad corridor.

NOW BE IT HEREBY RESOLVED, by the Fitchburg Common Council, that they agree to allow the property owner of ____ McKee Road the opportunity to construct private parking within the railroad corridor with the following conditions:

1. Approval of WisDNR and WisDOT for the conversion of the property from recreational use to private parking use, which includes the purchase of replacement property of equal size and equal use and value than the land being converted to parking.
2. Upon WisDNR and WisDOT approval, the City would issue a revocable permit (revocable upon the return of rail to the corridor) to allow parking within the railroad corridor to the registered property owner. The permit would run with the land, not with the operator of the land.
3. City approval of the parking lot layout, grades, and plan for the area that is located within the railroad corridor.
4. A formal agreement is prepared and entered into between the City of Fitchburg and General Beverage to identify the roles, responsibilities, and expectations for the placement and maintenance of the parking and surrounding area within the railroad corridor.
5. No costs shall be incurred by the City of Fitchburg for the conversion of the land or the placement of parking within the corridor. All costs that are incurred by the City of Fitchburg shall be reimbursed by General Beverage. Some costs have already been incurred including redesign work to shift the path to the east, permit fees to address wetland impacts, and construction costs for the additional grading and storm water improvements that were needed to shift the path to the east. Additional future costs include, but are not limited to, appraisals for the conversion area and the replacement lands and acquisition costs for the replacement lands.

BE IT FURTHER RESOLVED, by the Fitchburg Common Council that it authorizes staff to prepare and submit an application to Wisconsin Department of Natural Resources for a conversion of land to uses inconsistent with outdoor recreation, for the placement of private parking in the railroad corridor.

Adopted by the Common Council of the City of Fitchburg this _____ day of _____, 20___.

Approved By: _____
Stephen L. Arnold, Mayor

Attested By:_____
Patti Anderson, City Clerk

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred**: July 28, 2015** Ordinance Number:
Date to Report Back**: August 25, 2015** Resolution Number: R-xx-15

Sponsored by: Mayor Drafted by: Public Works

TITLE: **A RESOLUTION GRANTING AN UNDERGROUND ELECTRIC RIGHT-OF-WAY GRANT TO MADISON GAS AND ELECTRIC COMPANY ON OUTLOT 16, NINE SPRINGS, CITY OF FITCHBURG, WISCONSIN**

Background:

In the fall of 2014 the east railroad corridor, owned by the Wisconsin Department of Transportation and operated by Wisconsin and Southern Railroad Co., adjacent to South Syene Road was reactivated. Gates and warning lights are required by the Order of the Commissioner of Rails for rail crossing at East Cheryl Parkway. This Order calls for these devices to be installed and activated in the summer of 2015. In order for Madison Gas and Electric Company to extend power to the gates and warning lights at East Cheryl Parkway an underground electric right-of-way grant is necessary across Outlot 16 in Nine Springs.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	August 3, 2015	
2	Planning Commission	Hovel	August 18, 2015	
3				
4				

Amendments:

Document No.

RIGHT-OF-WAY GRANT
UNDERGROUND ELECTRIC

The undersigned, herein called Grantor, in consideration of One Dollar ($1.00) and other valuable considerations, paid to Grantor by MADISON GAS AND ELECTRIC COMPANY, a Wisconsin corporation, Grantee, receipt of which is hereby acknowledged, does hereby grant, convey, and warrant unto said Grantee, its successors, and assigns, the perpetual right and easement to construct, maintain, and operate manholes, conduits, cables, pedestals, transformers, and other appurtenances necessary for the transmission and distribution of electrical current and Grantee's communication signals upon, under, across, and through the following described land located in Dane County, Wisconsin:

A strip of land, ten (10) feet in width, located in Outlot 16, Nine Springs Plat, lying in part of the SE¼ of Section 11, T6N-R9E, City of Fitchburg, Dane County, Wisconsin, the centerline of said strip being more particularly described as follows:

Commencing at the northwest corner of said Outlot 16; thence S87°51'00"E along the southerly right-of-way line of East Cheryl Parkway, 32.94 feet to the northwest corner of Outlot 21, Second Addition to Nine Springs; thence along a curve to the left with a radius of 4,021.78 feet and a long chord which bears S25°38'45"W, 137.79 feet; thence S24°39'58"W, 33.74 feet to the point of beginning; thence N65°20'02"W, 30 feet, more or less, to the westerly line of said Outlot 16 and point of termination.

See Easement Drawing attached hereto as Exhibit "A."

THIS SPACE RESERVED FOR RECORDING DATA

Return To:
Rights-of-Way Department
Madison Gas and Electric Co.
P.O. Box 1231
Madison, WI 53701-1231

PIN 255/0609-114-4025-2

MGE Easement No._____

TOGETHER with the right to enter upon said land for the above purposes, including repairing or removing the same, and the right to trim or remove such trees and brush as may now or hereafter interfere with or endanger said facilities. The Grantee shall not have the right to erect any fence or other structures unless otherwise specifically provided for herein. The Grantor shall have the right to use and enjoy the surface of the right-of-way conveyed hereby, but shall not interfere with the use of same by Grantee for purposes hereinabove granted. The Grantor shall not build, create, or construct any buildings or other structures, plant trees, inundate, or change the grade of said right-of-way, nor permit others to do so without the express written consent of the Grantee. It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future and that none of the rights herein granted shall be lost by non-use.

This Agreement is binding upon heirs, administrators, executors, and assigns of Grantor.

The undersigned warrants and represents that the undersigned has the proper power and authority to grant this Right-of-Way Grant.

WITNESS, the hand and seal of the Grantor(s) this _____ day of _____ 20_____.

CITY OF FITCHBURG

_____ (SEAL) _____ (SEAL)

_____ (SEAL) _____ (SEAL)

STATE OF WISCONSIN)ss
COUNTY OF _____)

ACKNOWLEDGMENT

Personally came before me this _____ day of _____ 20_____ the above-named _____

_____

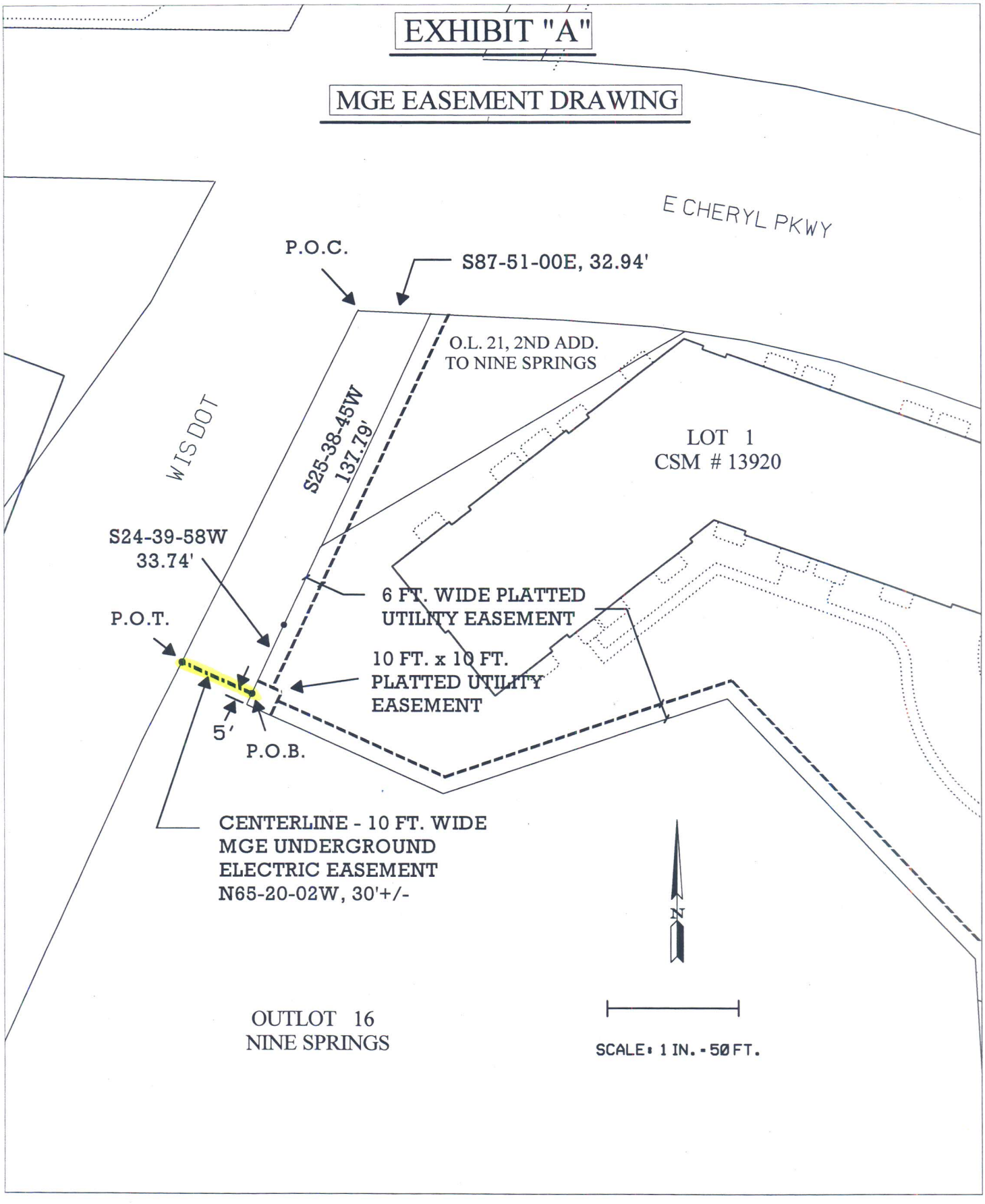
to me known (or satisfactorily proven) to be the person(s) who executed the foregoing instrument and acknowledged the same.

This instrument drafted by
Madison Gas and Electric Company
Drafter: Lawrence D. Foreman

_____
Notary Public
State of Wisconsin
My commission expires _____

EXHIBIT "A"

MGE EASEMENT DRAWING



Stephen L. Arnold
Introduced by

Public Works
Drafted by

Public Works and Planning
Committee

July 28, 2015
Date

RESOLUTION R-xx-15

A RESOLUTION GRANTING AN UNDERGROUND ELECTRIC RIGHT-OF-WAY GRANT TO MADISON GAS AND ELECTRIC COMPANY ON OUTLOT 16, NINE SPRINGS, CITY OF FITCHBURG, WISCONSIN

WHEREAS, in the fall of 2014 the east railroad corridor, owned by the Wisconsin Department of Transportation and operated by Wisconsin and Southern Railroad Co., adjacent to South Syene Road was reactivated; and

WHEREAS, gates and warning lights are required by the Order of the Commissioner of Rails for the rail crossing at East Cheryl Parkway; and

WHEREAS, these gates and warning lights are required to be installed and activated in the summer of 2015; and

WHEREAS, an underground electric right-of-way grant on Outlot 16 in Nine Springs is necessary in order for Madison Gas and Electric Company to extend electric service to these gates and warning lights.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Fitchburg that it approves granting an underground electric right-of-way grant to Madison Gas and Electric Company on Outlot 16 in Nine Springs.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign the necessary documents for the recording of the right-of-way grant.

Adopted by the Common Council of the City of Fitchburg this ___day of August, 2015.

Approved By:_____ _____
Stephen L. Arnold, Mayor

Attested By:_____
Patti Anderson, City Clerk