1. Agenda

   Documents: BPW_2015.09.14_AG.PDF

2. Complete Packet

   Documents: BPW_2015.09.14_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
September 14, 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, September 14, 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 August 17, 2015 Minutes**

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

5. **Report of Director of Public Works**

6. **Appointment of BPW member to the Transportation and Transit Commission**

7. **Yahara WINs Semi-Annual Report**

8. **Resolution R-90-15 -** Authorizing Purchase of Brush Chipper

9. **Resolution R-94-15** - A Resolution Granting an Underground Electric Right-of-Way Grant to Madison Gas and Electric Company on Outlots 24, 25, 26 and 28 Third Addition to Nine Springs, City of Fitchburg, Wisconsin

10. **Resolution R-98-15** - Approving Supplement to Agreement for Subdivision Improvements in the Plat of First Addition to Quarry Vista

11. **Resolution R-99-15** - Approving Agreement for Subdivision Improvements with Sub-Zero Wolf, Inc. on Lot 2 of CSM 10031

12. **Announcements**
    a. Next Board of Public Works meeting is September 21, 2015 at 5:30

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 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
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August 17, 2015
5:30 P.M.
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Board of Public Works Members Present: Steve Arnold, Mike Gernetzke, Ryan Fralish, Dorothy Krause and David Herbst

Others Present: Cory Horton – Director of Public Works, Frank Goodison -5742 Richmond Drive, Holly Powell-Engineering Technician II

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 August 3, 2015 Minutes** – (video time 00:00:28)
   a. Motion to approve made by Gernetzke
   b. Seconded by Herbst
   c. Motion carried, minutes approved

4. **Review of July 2015 Utility Bills** (video time 00:00:52)
   a. Horton provided background, board asked questions, discussed

5. **Report of Public Works** (video time 00:02:00)
   a. Horton provided project/construction updates, schedules of current projects, upcoming bids and staff updates. Board asked questions, discussed

6. **Appointment of BPW member to the Transportation and Transit Commission** (video time 00:14:28)
   a. Arnold announced pending resignation of Ryan Fralish from BOPW
   b. Gernetzke recommended delaying the appointment but will still attend the meetings

7. **Resolution R-84-15** – A Resolution Accepting the 2014 Compliance Maintenance Annual Report for the Wastewater Collection System (video time 00:17:10)
   a. Motion to approve made by Herbst
   b. Seconded by Gernetzke
   c. Horton provided details, board asked questions, discussed
   d. Motion unanimously approved

Arnold called for a unanimous recess for 5 minutes to resume at 6:00 p.m.

8. **6:00 p.m. – Public Hearing –** Preliminary Assessment Resolution for 2015 Resurfacing and Gutter Replacement (video time 00:27:11)
   a. Arnold opened the public hearing
   b. Frank Goodison registered to speak and ask the board questions
   c. Horton provided details, answered questions
   d. Powell provided details for the assessment process, answered questions
   e. Arnold closed the public hearing

9. **Announcements**
   a. Next Board of Public Works Meeting – September 14, 2015 at 5:30 p.m.
   b. BPW member appointment to the Transportation and Transit Commission for next meeting

10. **Adjournment-** Adjournment at 6:25 p.m.
    a. Motion to adjourn made by Fralish
    b. Seconded by Herbst
    c. Motion carried

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Report Criteria:
Report type: GL detail
Invoice Detail.GL account = "60010700"-"6015933300"

GL Period	Check Number	Payee	Description	GL Account	Check Amount
08/05/2015					
08/15	111770	TDS	UTILITY - WATER	6005921100	55.87
08/15	111770	TDS	UTILITY - SEWER	6005851200	31.51
08/15	111772	VISA - 2659	7/6/15 - EROSION CONTROL BLANKETS & TURF R	6015930300	79.00
08/15	111772	VISA - 2659	6/24/15 - ASP HYDRANT MARKING SUPPLIES	6005677100	176.28
Total 08/05/2015:					342.66
08/12/2015					
08/15	111779	BURCHARD WELDING LL	SEWER TRUCK REPAIR	6005828200	400.00
08/15	111784	ECCS INC	MONTORING SERVICES - 2ND QTR	6005923100	1,410.00
08/15	111794	MADISON GAS & ELECT	JULY BILLS	6005623100	22,794.79
08/15	111807	REINSTAD, EMILY & CHR	2015 TOILET REBATE	6005856200	100.00
08/15	111809	ROSCOE, BEN	2015 TOILET REBATE	6005856200	100.00
08/15	111814	STRAND ASSOCIATES	VERONA RD - UTILITY RELOCATIONS DESIGN	60010727	6,360.22
08/15	111815	VERIZON WIRELESS	MODEM SERVICE THRU 7/23/15	6005921100	54.02
08/15	111815	VERIZON WIRELESS	MODEM SERVICE THRU 7/23/15	6005851200	54.01
08/15	111817	WATER LEAK LOCATOR	POSSIBLE LEAK - 2980 ARAPHAO	6005923100	200.00
Total 08/12/2015:					31,473.04
08/13/2015					
08/15	111828	MADISON METRO SEWE	2ND QTR SERVICE	6005827200	399,859.79
08/15	111828	MADISON METRO SEWE	CITRUS SYSTEMS - LABS	60011422	657.40
08/15	111828	MADISON METRO SEWE	ECOSTAR - LABS	60011422	72.57
Total 08/13/2015:					400,589.76
08/19/2015					
08/15	111839	EILERTSON, RICK	MILEAGE TO AND FROM ASHLAND FOR GREEN IT	6015930300	324.88

M = Manual Check, V = Void Check

GL Period	Check Number	Payee	Description	GL Account	Check Amount
08/15	111839	EILERTSON, RICK	LODGING @ PRENTICE PARK - ASHLAND	6015930300	15.00
08/15	111839	EILERTSON, RICK	MEALS	6015930300	51.00
08/15	111839	EILERTSON, RICK	MILEAGE TO & FROM JOB SITES 7/15-7/17	6015930300	9.78
08/15	111848	M3 INSURANCE SOLUTI	WORKER COMP - 3RD - WATER	6005925100	1,150.26
08/15	111848	M3 INSURANCE SOLUTI	WORKER COMP - 3RD - SEWER	6005853200	1,737.61
08/15	111848	M3 INSURANCE SOLUTI	WORKER COMP - 3RD - STORM	6015924300	1,279.57
08/15	111848	M3 INSURANCE SOLUTI	LIAB/AUTO/PD/LINE/DATA/UMB/CRIME - 3RD-WAT	6005925100	2,830.29
08/15	111848	M3 INSURANCE SOLUTI	LIAB/AUTO/PD/LINE/DATA/UMB/CRIME - 3RD-SEW	6005853200	2,586.00
08/15	111848	M3 INSURANCE SOLUTI	LIAB/AUTO/PD/LINE/DATA/UMB/CRIME - 3RD-STOR	6015924300	1,397.19
08/15	111853	NEENAH FOUNDRY	STORM SEWER INLET FRAMES & GRATES	6015601306	2,708.95
08/15	111853	NEENAH FOUNDRY	SANITARY MANHOLE ADJUSTERS & LID	6005831200	927.65
Total 08/19/2015:					15,018.18
08/26/2015					
08/15	111879	CDW GOVERNMENT INC	UTILITY - WATER - MICROSOFT LICENSES	6005921100	760.20
08/15	111879	CDW GOVERNMENT INC	UTILITY - SEWER - MICROSOFT LICENSES	6005851201	760.20
08/15	111879	CDW GOVERNMENT INC	STORMWATER UTILITY -MICROSOFT LICENSES	6015930301	304.49
08/15	111883	DEPARTMENT OF NATU	2015 WATER USE FEES	6005930100	125.00
08/15	111892	MADISON METRO SEWE	MMSD SWAN CREEK SEWER FLOW MONITORING	6005852200	1,273.44
08/15	111908	VERIZON WIRELESS	WATER	6015921300	238.91
08/15	111908	VERIZON WIRELESS	AMI	60010722	18.88
08/15	111913	WISCONSIN INDEPENDE	STORM UD	6015930301	4.83
08/15	111913	WISCONSIN INDEPENDE	UTILITY WATER	6005921101	9.66
08/15	111913	WISCONSIN INDEPENDE	UTILITY SEWER	6005851201	4.83
Total 08/26/2015:					3,500.44
Grand Totals:					450,924.08

Summary by General Ledger Account Number

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
600-10722	18.88	.00	18.88
600-10727	6,360.22	.00	6,360.22
600-11422	729.97	.00	729.97
600-21100	.00	444,510.48-	444,510.48-
600-5623-100	22,794.79	.00	22,794.79
600-5677-100	176.28	.00	176.28
600-5827-200	399,859.79	.00	399,859.79
600-5828-200	400.00	.00	400.00
600-5831-200	927.65	.00	927.65
600-5851-200	85.52	.00	85.52
600-5851-201	765.03	.00	765.03
600-5852-200	1,273.44	.00	1,273.44
600-5853-200	4,323.61	.00	4,323.61
600-5856-200	200.00	.00	200.00
600-5921-100	870.09	.00	870.09
600-5921-101	9.66	.00	9.66
600-5923-100	1,610.00	.00	1,610.00
600-5925-100	3,980.55	.00	3,980.55
600-5930-100	125.00	.00	125.00
601-21100	.00	6,413.60-	6,413.60-
601-5601-306	2,708.95	.00	2,708.95
601-5921-300	238.91	.00	238.91
601-5924-300	2,676.76	.00	2,676.76
601-5930-300	479.66	.00	479.66
601-5930-301	309.32	.00	309.32
Grand Totals:	450,924.08	450,924.08-	.00

GL Account	Debit	Credit	Proof

Report Criteria:
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[YAHARA WINS SEMI-ANNUAL REPORT] July 2015

Watershed adaptive management (AM) is a new, innovative and collaborative compliance approach designed to meet regulatory requirements for phosphorus throughout a watershed in a cost-effective manner. The Yahara Watershed Improvement Network, Yahara WINs, is made up of thirty partners testing adaptive management in the Yahara River Basin through a pilot project. Currently, the pilot project is in its fourth and final year.

Since its inception in 2012, the Yahara WINs effort has made remarkable progress gathering community support and putting phosphorus reducing practices in place that will help improve water quality within the Yahara watershed. This report complements other Yahara WINs documents and takes time to recognize what is going on within the watershed. Additional information on Yahara WINs can be found at: http://www.madsewer.org/Programs-Initiatives/Yahara-WINs

Based on the success of the pilot project, Madison Metropolitan Sewerage District (MMSD) is now working to develop a full scale adaptive management (AM) project in the Yahara watershed in a collaborative effort with current partners in the pilot project. MMSD believes that adaptive management is a fiscally and environmentally responsible approach to meeting phosphorus reduction goals in the watershed. MMSD has been and will continue reaching out to pilot project participants in the coming months to share information and obtain input on this important effort!

Yahara WINs Highlights for the first half of 2015

- The *Yahara WINs* Pilot Project entered its final year and began the necessary steps to transition into a **full scale** adaptive management (AM) program.
- **Five mini grants** have been awarded for phosphorus removal in the watershed. They are expected to reduce phosphorus loading by **483 pounds per year.**
- The Harvestable buffer initiative has been expanded and **five agreements** have been signed. They will buffer over 500 acres of cropland and reduce phosphorus runoff by approximately **1,000 pounds per year** to the Yahara.
- A Regional Conservation Partnership Program agreement was signed with USDA/NRCS. It awards **$1.3 million** of federal funding for phosphorus reducing practices and ancillary efforts in the watershed.
- **New staff** have been hired at the County to aide in full scale AM planning and implementation.
- Dane County finalized a phosphorus reduction number for 2014. In total, **3,552 pounds of phosphorus** was reduced in the Yahara Watershed due to the Yahara WINs effort.
- MMSD has reached out to all pilot project participants and/or their consultants to aid in transition to a full scale adaptive management program in the Yahara.
- **200 USGS water quality samples** have been collected and analyzed in 2015.
- **Expanded water quality monitoring** efforts have been made through the Rock River Coalition-Citizen Stream Monitoring program. **47 unique sampling sites** have been added and **69 nutrient samples** have been collected and analyzed.

Upcoming in 2015

- Yahara WINS, Clean Lakes Alliance and Dane County are partnering to fund a grant program to assist producers in purchasing low disturbance manure injection equipment to help improve water quality with respect to phosphorus.
- Dane County LWRD and partners are evaluating strategies to mitigate **legacy sediments** in the watershed.
- Yahara WINS authorized funds to develop an **intergovernmental agreement** that will be needed to support the full scale adaptive management project. The IGA is expected to be finalized later this year.

Example sediment core for phosphorus analysis.
Photo: Dane County LWRD

Adaptive Management Plan

Per Wis. Admin Code § NR 217.18, Yahara WINs must submit an adaptive management plan for DNR authorization. MMSD is taking the lead in this effort and will provide opportunity for input by all pilot project participants. The DNR does not require individual plans from each permitted facility, therefore; this plan will serve as the **one adaptive management plan** for the entire Yahara watershed.

Significant progress has already been made in the plan's development, due in large part to information generated as part of the *Yahara WINs* pilot program. Upon completion, the adaptive management plan will be consistent with the requirements in Wis. Admin Code § NR 217.18, and will be informed by both the "Adaptive Management Technical Handbook-A Guidance Document for Stakeholders" (DNR, 2013) and the USEPA "Handbook for Developing Watershed Plans to Restore and Protect our Waters" (EPA, 2008). The plan will address:

- Geographic scope and land use
- Phosphorus reduction goals by stream reach
- Phosphorus reduction practices anticipated to be used in the Yahara Watershed
- Practice cost and associated staff cost
- Water quality monitoring and associated cost
- Communication

MMSD has and will continue to meet with WDNR representatives throughout the plan development phase to ensure that the plan is developed consistent with DNR guidance.

[YAHARA WINS SEMI-ANNUAL REPORT] July 2015

Intergovernmental Agreement for Yahara WINs

Yahara WINs is working with Attorney Paul Kent from Stafford Rosenbaum LLC to develop an Intergovernmental agreement (IGA) between agencies that will participate in the full scale adaptive management project. An IGA will be necessary due to the increased complexity of scale, funding, and the number of partners associated with program the size of the Yahara WINs full scale adaptive management. The IGA will replace the Memorandum of Understanding (MOU) currently in place for the pilot program.

Creation of the IGA is funded by Yahara WINs and the first draft has been shared with partners for review and comment. This document will lay out specific requirements of signatories and establish a framework for cooperation and collaboration between partners as the full scale adaptive management project moves forward. The goal is to finalize the IGA by the end of 2015.

Meeting with Pilot Partners

MMSD continues to meet with partners from the pilot project and their consultants as the pilot enters its last year and the transition into full scale adaptive management begins. These meetings allow MMSD and partners to review the necessary steps needed to move to full scale implementation. MMSD asks that all partners take the steps towards full scale adaptive management as noted below:

What is needed from Yahara WINs Partners in 2015?

Inform your decision leaders, boards, consultants, etc. of the advancement of a full-scale managment program.

Maintain your pilot project payment allocation in your 2016 budget to ensure continued success through the transition year.

Partners with TDML allocations should review all possible compliance options to determine adaptive managment is best.

MS4s should revisit their modeling results to determine how much phosphorus and sediment (TSS) are needed to meet their requirements under the TDML.

[YAHARA WINS SEMI-ANNUAL REPORT] July 2015

RCPP Approval and Agreement

Dane County's Regional Conservation Partnership Program (RCPP) application was submitted to and approved by the USDA/NRCS. A final agreement was signed May 2015. This five year program will provide crucial funding via cost share for agricultural conservation practices in the Yahara watershed to reduce phosphorus loading to the watershed. Through the RCPP, NRCS will provide an additional **$1.3 million** towards the Yahara WINs adaptive management effort. This substantial financial aid will help foster the success of full scale adaptive management.

Yahara WINs Grants 2015

The *Yahara WINs* Grant program, an initiative that began in 2103, allows pilot project MOU signatories to apply for funding for low-cost individual phosphorus reduction programs in the Yahara watershed. In 2015, *Yahara WINs* budgeted for $60,000 to be allocated to the grant program and fully funded the following five projects:

- **Clean Lakes Alliance, $4,000 for the Rake the Lake Challenge Days**
- **Dane County Extension, $15,000 for the Daily Heifer Grazing Initiative**
- **City of Fitchburg, $15,000 for the Schumann Greenway and McKee Farms Northwest Pond Enlargement Project**
- **City of Fitchburg, $10,500 for the Lacy Heights Bioretention Facility**
- **City of Madison, $15,000 for the Acewood Pond Enhanced Sand Filter**

These projects are examples of low-cost phosphorus reducing practices which are helping to improve water quality throughout the watershed. In total, the grant recipients are estimated to reduce phosphorus by **483 pounds per year** in the Yahara Watershed.

Adaptive Management Timeline

2015

- **Finish Pilot Project**
- Engage community
- Develop Adaptive Management Plan
- Continue funding program
- Continue water quality monitoring

2016

- **Transition year**
- Submittal and approval of Adaptive Management Plan
- Put intergovernmental agreement in place
- Continue funding programs
- Continue water quality monitoring

2017

- Begin **full scale** project: spanning the entire Yahara Watershed
- Expand funding practices
- Expand water quality monitoring

Yahara Pride Farms

In 2014, Yahara Pride Farms received an $80,000 grant from Yahara WINs to fund strip tillage, vertical manure injection and cover crop practices throughout the Yahara River watershed. Table 1 summarizes the results of this effort.

Table 1. Yahara Pride funded conservation practices, acres covered and the corresponding estimated P reduction in 2014

P reducing practice	Total Acres	Estimated 2014 P reduction (lbs)
Strip Tillage	52.5	47*
Vertical manure injection	273	164*
Cover crop	1329	3786*

* Calculated from lbs P reduced/acre averages in Yahara Pride Farms 201 4 Phosphorus Reduction Report

In 2015, Yahara WINs will again provide cost share funding to Yahara Pride for phosphorus runoff reducing practices. A total of $80,000 will be provided and findings will be available in 2016.

[YAHARA WINS SEMI-ANNUAL REPORT] July 2015

Dane County Land and Water Resources 2015

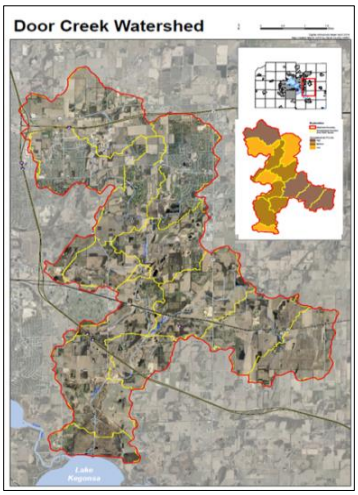
Dane County Land and Water Resources has **fully committed** to implementation of a full scale AM plan. In 2015 they hired two new soil conservation specialists dedicated to adaptive management. Additionally, the County has expanded efforts in the Door Creek Watershed, expanded the harvestable buffer initiative, and is moving forward with a grant program to help expand the use of low disturbance manure injection equipment in the Yahara Watershed.

Harvestable Buffer Initiative

The Harvestable Buffer Initiative has gained much popularity in 2015. Five agreements between Dane County and local farmers were made. In total, they will cover 44.3 acres, provide a buffer for over 500 acres of crop land and will reduce approximately **1,000 pounds of P/year**. This year producers were given the option of either 5 or 10 year program lengths, differing from previous programs that only spanned 5 years. Each cost share participant chose the longer ten year period, further showing the harvestable buffer initiative's popularity among producers. Extended agreements like these will do much to aid in the long term implementation and success of adaptive management in the Yahara.

Low Disturbance Manure Injection

Dane County, Yahara WINs and Clean Lake Alliance partnered to create the Low Disturbance Manure Injection Program of 2015. In 2015 Dane County finalized the Low Disturbance Manure Injection cost share program and application. A total of $220,000 is available for equipment purchase and the deadline for the first round of applications is set for **August 3rd** of this year. This program will be crucial to phosphorus runoff reduction to the watershed and help farmers retain key nutrients in their soil.



Door Creek Watershed Plan

A rough draft of Door Creek watershed plan was completed in accordance to the EPA/WDNR 9-Key Elements of a Watershed Plan in June of this year. The County will submit a final plan to EPA in September, 2015. This plan will serve as a guide for the development and structure of Yahara WINs full scale adaptive management plan. The lessons learned in Door Creek combined with the pilot in Nine Springs will be crucial to full scale adaptive management implementation throughout the larger Yahara watershed.

Expanded Water Quality Monitoring in 2015

Rock River Coalition Volunteer Citizen Stream Monitoring

In 2015, *Yahara WINs* provided funding to the Rock River Coalition (RRC) to expand the citizen stream monitoring network in the Yahara River watershed to augment existing monitoring established by the WDNR, the District and USGS, and to lay the groundwork for a full-scale adaptive management project. A robust monitoring effort is crucial to full scale adaptive management. This expansion will fill gaps in Yahara monitoring that were discovered during the pilot project and further prepare Yahara WINs partners for a successful adaptive management program. The RRC follows a nested approach to monitoring and their volunteers are trained in three different levels of data collection. The 2015 expanded project adds:

- 1 new *Level 1* site monitored for dissolved oxygen, water temperature, water velocity and Biotic Index once a month for a total of 20 sites,
- 6 new *Level 2* sites monitored once a month for dissolved oxygen and water clarity with water temperature measured continuously with data loggers for a total of 28 sites and,
- 5 new *Level 3* sites where volunteers collect nutrient samples for analysis at MMSD lab for a total of 31 sites

This spring, RRC staff facilitated three training workshops. With new and continuing volunteers, RRC has established a total of **47 unique sites** for the adaptive management effort—one more than what was proposed in the RRC grant submitted to Yahara WINs.

Since the start of the monitoring season, *Level 3* volunteers have collected **69 nutrient samples** as part of the citizen stream monitoring effort.

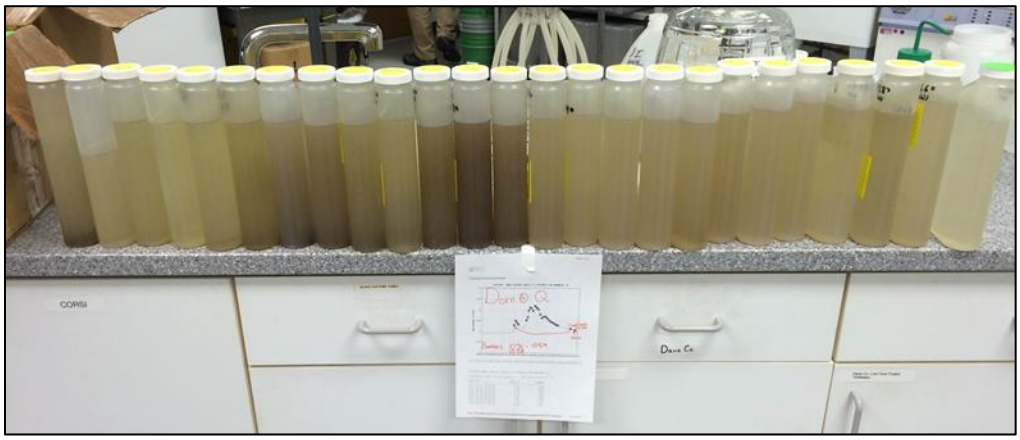
RCC volunteers from left to right: Lloyd Eagan checking water clarity in Pheasant Branch Creek, a group of 2015 trainees in Rock County, and Barb Bauer and Sherry Buechner monitoring and collection water samples at sites near Tolken Creek.

Photos: Nancy Sheehan, RRC

USGS Monitoring Stations

Yahara WINs also monitors water quality at five USGS monitoring stations: Dorn Creek at Hwy Q and Hwy M, Six Mile at Hwy 19 and Hwy M, and the gaging station at Fulton. To date, 200 samples have been collected. USGS will use this data to determine annual loads for the water year (ending on September 30th).

A new 2015 sample site at USGS's gage at Spring Harbor will be used to monitor the total phosphorus (TP) level in municipal stormwater runoff. Data from the urbanized contributing area will lead to increased understanding of urban phosphorus loads.



USGS 2015 samples from station Dorn Creek at Highway Q. Photo: Todd Stuntebeck, USGS

New Faces in Adaptive Management

The Yahara WINs effort welcomed four new employees dedicated to the full scale adaptive management transition:

- **Amy Callis:** County Conservationist for Dane County Land and Water Resources Department
- **Eric Krueger:** Soil Conservation Specialist for Dane County Land and Water Resources Department
- **Shawn Esser:** Soil Conservation Specialist for Dane County Land and Water Resources Department
- **Kaity Taylor:** Yahara WINs Intern

[YAHARA WINS SEMI-ANNUAL REPORT] July 2015

Upcoming 2015 Meeting Dates

The *Yahara WINs* Strategic Planning Workgroup and Executive Committee meet quarterly and each meeting covers a variety of topics relating to the *Yahara WINs* Adaptive Management Pilot Project as well as the transition to full-scale adaptive management. The dates and times of the Strategic Planning Workgroup Meetings, which are followed by the Executive Committee Meetings, are listed below. The *Yahara WINs* meetings will be held the Lussier Family Heritage Center. All *Yahara WINs* meetings are open to everyone.

- **Thursday, September 10, 2015 at 1 pm**
- **Thursday, December 10, 2015 at 1 pm**

Aerial view of the Yahara Chain of lakes: Mendota, Monona, Waubesa, Kegonsa, and Wingra

Photo: http://limnology.wisc.edu/lake_information/mendota_&_other_Y.html

Questions?

Additional information can be found at Yahara WINs website: http://www.madsewer.org/Programs-Initiatives/Yahara-WINs or contact Kathy Lake at (608)222-1202 ext. 278 or kathyl@madsewer.org

City of Fitchburg
Committee or Commission Referral

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

Date Referred**: August 25, 2015** Ordinance Number:
Date to Report Back**: September, 22, 2015** Resolution Number: **R-90-15**

Sponsored by: Mayor Drafted by: Public Works

TITLE: **Authorizing Purchase of Brush Chipper**

Background: We have obtained a price for this equipment through National Joint Powers Alliance. A copy of the quote is attached. Staff is recommending the purchase of the basic unit for $50,491 plus the option for the hydraulic discharge chute $2,354 for a total cost of $52,845. The budget for the new chipper is $50,000. Trade in of the existing chipper will be $15,000 to support the purchase of the new chipper.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	September 14, 2015	
2	Finance Committee	Dodge	September 22, 2015	
3				

Amendments:

2015 Vermeer Global Account Pricing

NJPA Landscape Equipment Contract # 070313-VRM

☑ QUOTE
☐ ORDER

BC1500 - 15" Brush Chipper with Tier 4i Engine

Basic Unit (Use this pricing if specifications beyond those shown below are desired)

BC1500 Brush Chipper (15" capacity drum style) w/ 130 hp Cummins 4.5L Tier 4i turbocharged diesel engine, high coolant temperature and low oil pressure automatic shutdown; isolated engine and cutter housing; spring loaded clutch; live hydraulics, variable speed dual vertical feed rollers; selectable SmartFeed; Ecoidle; telescoping tongue; pintle hitch; lockable toolbox; lockable engine shield; infeed curtain; dual-edged knives; and infeed table with lower feed stop bar (007); domestic trailer option (090); domestic 6-way round trailer plug (040); non-winch (028); electric brake (021); manual chute rotation right side (016); LT285/75R16E flotation tires (076); right side controls and instrumentation (050)

For additional options, see "Optional Features" section below.

☐ **Basic Unit Price:**

Value Package (17VP) (Receive additional savings by ordering your unit with the most commonly requested specifications)

To receive addl savings, order unit as specified above, "As Is" with NO change to options shown above.

☑ **Value Package Price: $49,606.00**

To receive "Optional Features" below, add to "Basic Unit" price above to arrive at final pricing. DO NOT add to "Value Package" pricing:

Optional Features:	**Add to Basic Unit Price:**
☐ Winch w/ manual right side hydraulic directional controls (029)	
☐ Hydraulic Discharge Chute (rotation & deflector) (080)	
☐ Lockable Instrument Panel Cover (110)	
☐ Biodegradeable Oil (998)	
☑ Miscellaneous Features: sales code _ _ _	$_____.___

SubTotal:	**$49,606.00**
Dealer Freight & Prep:	**$885.00**
Quantity:	**1**
Total:	**$50,491.00**
Enter Sales Tax %: 0.00% **Sales Tax:**	
Grand Total:	**$50,491.00**

Pricing effective 04/01/15

NOTE: All pricing in USD $

Quotes valid for 30 days

ACCEPTED:

Vermeer
BY: _____
DATE: _____

Customer
BY: _____
DATE: _____

Any applicable sales tax is not included. Prices subject to change without notice. These prices are exclusive of any and all duties, import fees, taxes, or other similar charges. These prices may not be available in any transaction involving a trade or rental transaction. This sheet may not include all possible specifications available for this model. For complete product specifications, please contact your local authorized Vermeer dealer. Unless otherwise noted, dealer freight & prep to be determined.

VERMEER – WISCONSIN, INC.

Southern Region
5445 North 131st St.
Butler, WI 53007
(262)781-2288 Fax 781-0088

Western Region
W3090 County B
West Salem, WI 54669
(608)786-1910 Fax 786-2021

Northern Region
2304 Kelbe Drive
Little Chute, WI 54140
(920)687-9988 Fax 687-9984

Customer: City of Fitchburg/Mark Hodel
Address: 2373 S. Fish Hatchery Road
Fitchburg, WI 53711-5499
Phone: 608-278-7860

DATE: September 11, 2015
Sales Person: Marty
Cust. P.O. No.:

WE ARE PLEASED TO QUOTE, FOR ACCEPTANCE WITHIN 30 DAYS FROM DATE, PRICES AND TERMS IN ACCORDANCE WITH SPECIFICATIONS DESCRIBED BELOW, SALES TAXES TO BE ADDED IF APPICABLE.

NJPA Landscape Equipment Contract # 070313-VRM

QUANTITY	MODEL AND DESCRIPTION	PRICE
One (1)	**Vermeer model BC1500** drum style 15" capacity brush chipper w/rubber	
	isolated **130 hp** Cummins tier 4i diesel engine, high temp./low oil	
	pressure auto-shutdown, integrated air in-take pre-cleaner, adjustable	
	EcoIdle engine control system, spring loaded clutch, instrument package	
	(tach/hour meter/fuel gauge/coolant temp./oil pressure/volts), **adjustable**	
	Smartfeed system w/auto-reverse, 4 position feed control bar, bottom	
	safety stop bar, **adj. speed dual 20"x21"** vertical infeed rollers, spring	
	assist fold-up feed table, gear drive rotating discharge chute w/clean-out	
	and adjustable deflector, torsion axle, electric brakes, LT285/75R16 tires,	
	lockable 45 gallon fuel tank/engine compartment and tool box, adjustable	
	tongue length(18"), adjustable height pintle hitch, LED light package	
	w/**taillight protectors** and (1) one set of manuals.	
Warranty:	*One Year/1,000 Hour Limited Parts and*	TOTAL
	Labor, Less Wear Items.	**NJPA Quote** **$ 49,606.00**
		Freight & Prep. **$ 885.00**
		Sub Total **$ 50,491.00**
2002 BC1400 # 317 w/2060 hours trade in.----------		**TOTAL TRADE IN** **($ 15,000.00)**
PRICES ARE IN EFFECT FOR **30 DAYS ONLY.**		**SUB TOTAL** **$ 35,491.00**
		SALES TAX & RATE Exempt --
		GRAND TOTAL **$ 35,491.00**

OPTIONS: Big Foot 12,000lbs capacity hydraulic jack.---Add $ 2,200.00
Hydraulic Discharge Chute (rotation & deflector).---Add $ 2,354.00

THANK YOU

Accepted
Vermeer-Wisconsin, Inc.

_____ Customer
(PLEASE PRINT)

BY_____

BY _____
(SIGNATURE)

DATE _____

DATE _____

Steve Arnold, Mayor
Introduced By

Public Works
Drafted By

Finance and Board of Public Works
Referred To

August 25, 2015
Date

Resolution R-90-15
AUTHORIZING PURCHASE OF Brush Chipper

WHEREAS, the 2015 Capital Equipment Budget includes $50,000.00 for the purchase of a brush chipper; and

WHEREAS, NJPA has provided a quote based off the inquire of the Public Works Department for a new brush chipper; and

WHEREAS, the trade allowance for the old brush chipper will be $15,000.

NOW, THEREFORE BE IT HEREBY RESOLVED, the Common Council of the City of Fitchburg, Dane County, Wisconsin, hereby approves the purchase of the Vermeer BC 1500 in the amount of $52,845.00.

BE IT FURTHER RESOLVED, that it approves the trade in of the 2002 Vermeer BC 1400 chipper with the amount of $15,000.00.

BE IT FURTHER RESOLVED, that it authorizes the Mayor and City Clerk to sign the proposal for the Brush Chipper.

Adopted by the Common Council of the City of Fitchburg this ____day of_____ 2015.

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**: September 8, 2015** Ordinance Number:
Date to Report Back**: September 22, 2015**
Resolution Number: R-94-15

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 OUTLOTS 24, 25, 26 AND 28 THIRD ADDITION TO NINE SPRINGS, CITY OF FITCHBURG, WISCONSIN**

Background:

In the fall of 2013 the infrastructure for the Third Addition to Nine Springs was constructed. Although the plat created utility easements for electric and telephone cables and other facilities, the utility companies need additional paths to make connections for street lights and to connect to adjoining buildings. Staff has valued the easements on Outlots 24 and 28 at $434.13 and the easements Outlots 25 and 26 are for the benefit of the City to get service for street lights. MGE has agreed to the compensation for Outlots 24 and 28.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	September 14, 2015	
2	Planning Commission	Hovel	September 15, 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, conduits, cables, and other appurtenances necessary for the transmission and distribution of electrical current and Grantee's communication signals, under, across, and through the following described land located in Dane County, Wisconsin:

Four strips of land, one five (5) feet in width, one six (6) feet in width, one eight (8) feet in width, and one ten (10) feet in width, located in Outlots 24, 25, 26 and 28, Third Addition to Nine Springs, lying in part of the NE¼ and SE¼ of Section 11, T6N-R9E, City of Fitchburg, Dane County, Wisconsin, said strips being more particularly described as follows:

The right-of-ways shall be located approximately as set forth in the drawings attached hereto as Exhibit "A," "B," "C," and "D."

This easement also to grant, convey, and warrant the subordinate and junior right of AT&T Wisconsin, a Wisconsin corporation, and Charter Communications, Inc., to install, remove, replace, access and maintain underground communication cables, television cables, and appurtenances, under, across, and through the right-of-way herein conveyed. In the event AT&T or Charter Communications defaults on their obligations hereby accepted, MGE shall not be liable and shall retain all rights herein granted.

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_____

MGE Easement No._____

Grantee's or assign's facilities installed within the right-of-way herein conveyed, to be constructed underground only.

Grantee and assigns acknowledge the senior rights of the City of Fitchburg within the right-of-way herein conveyed, as established by the "Third Addition to Nine Springs" plat, recorded as Document No. 5011988.

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 _____

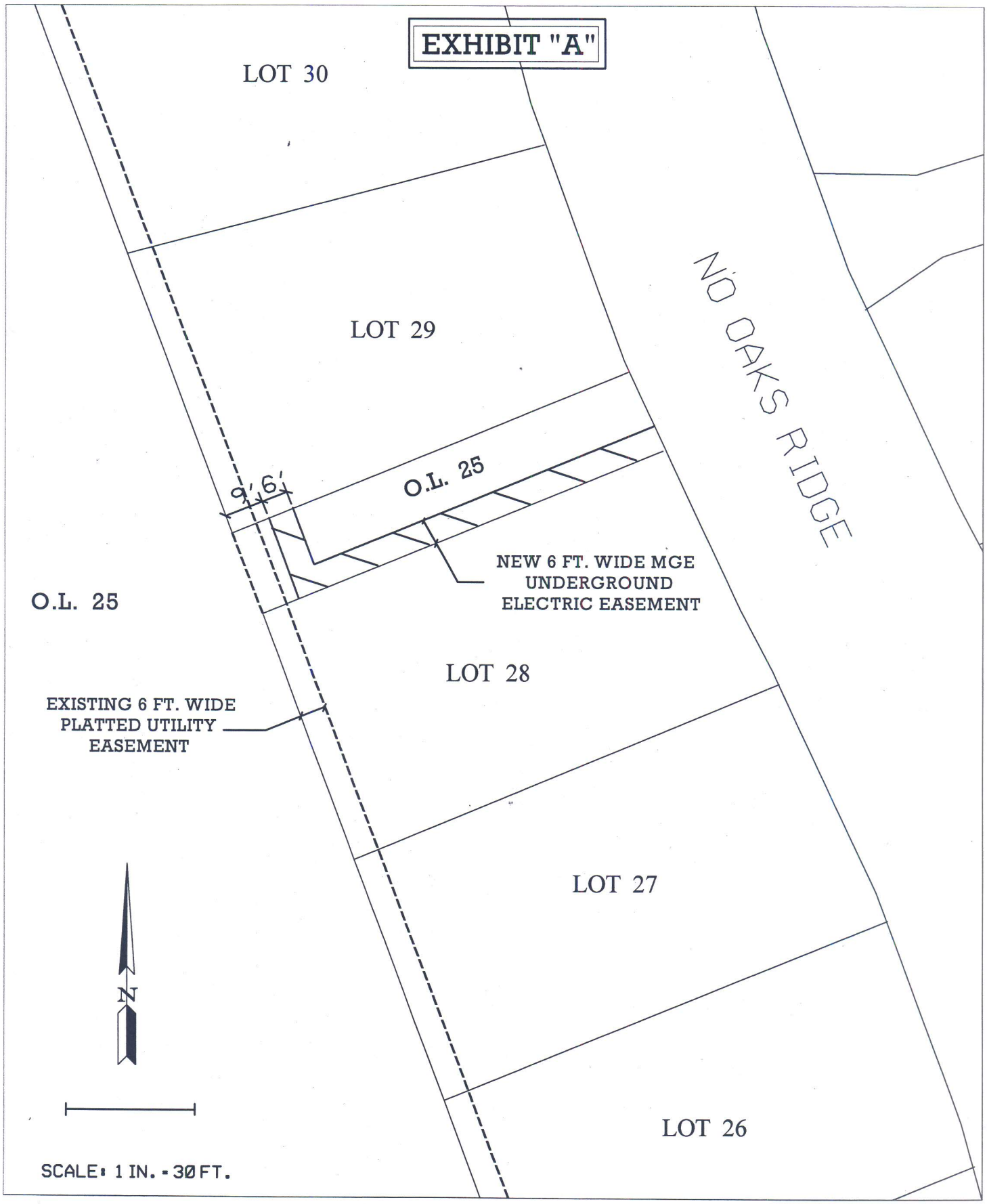


EXHIBIT "A"
LOT 30
LOT 29
NO OAKS RIDGE
O.L. 25
9'
6'
NEW 6 FT. WIDE MGE
UNDERGROUND
ELECTRIC EASEMENT
O.L. 25
LOT 28
EXISTING 6 FT. WIDE
PLATTED UTILITY
EASEMENT
LOT 27
N
LOT 26
SCALE: 1 IN. = 30 FT.

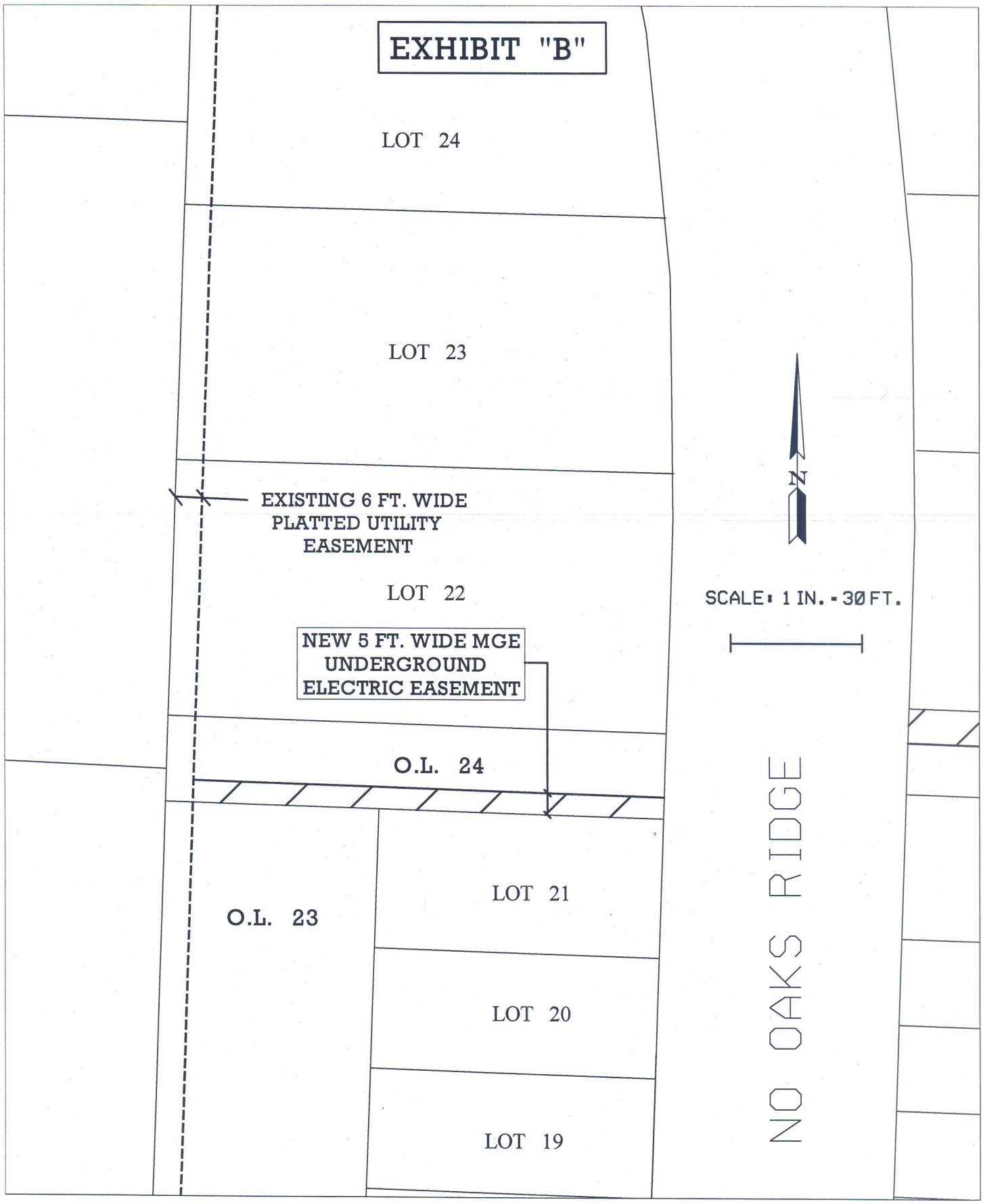
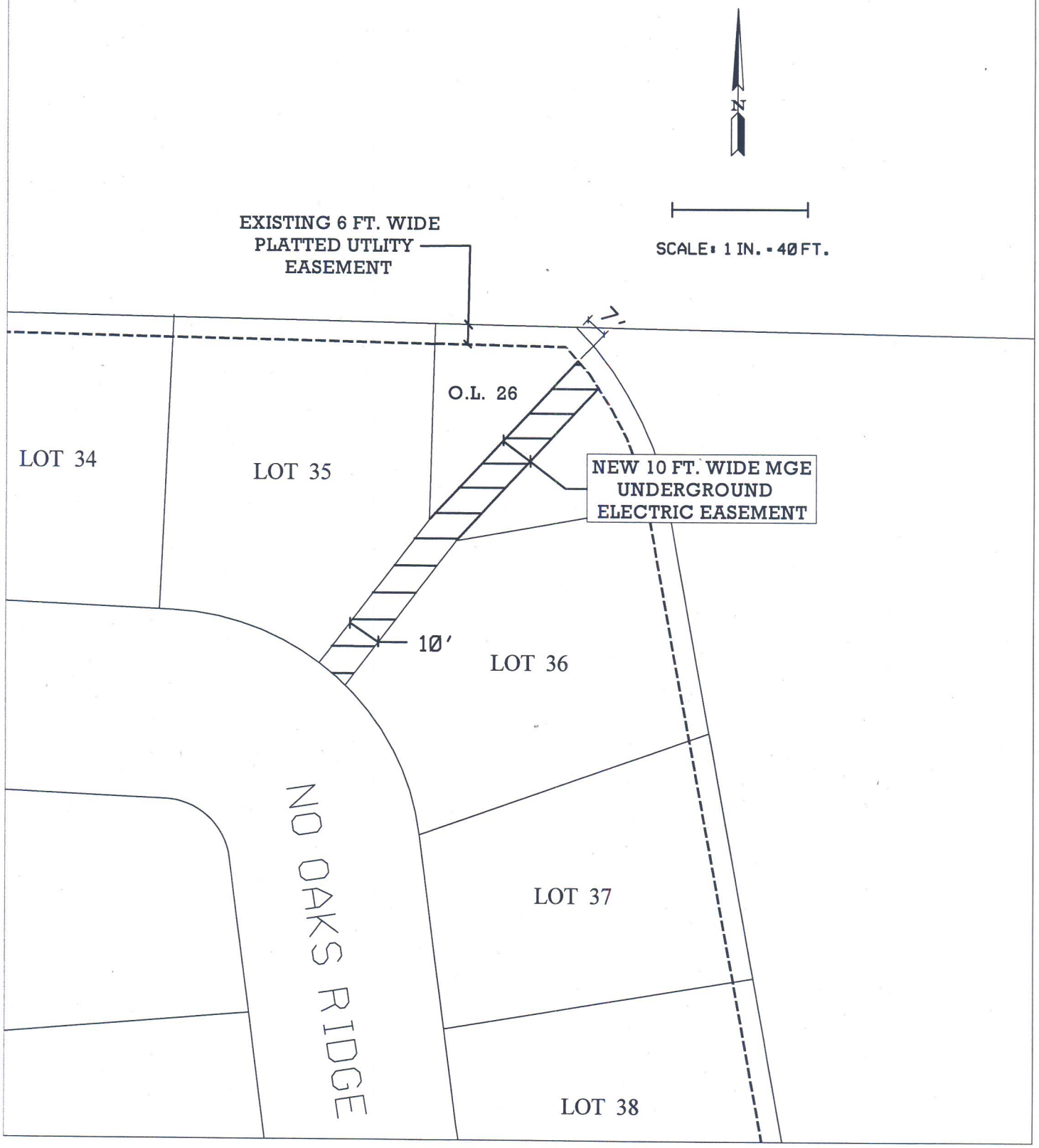


EXHIBIT "B"
LOT 24
LOT 23
EXISTING 6 FT. WIDE
PLATTED UTILITY
EASEMENT
LOT 22
NEW 5 FT. WIDE MGE
UNDERGROUND
ELECTRIC EASEMENT
O.L. 24
O.L. 23
LOT 21
LOT 20
LOT 19
N
SCALE: 1 IN. = 30 FT.
NO OAKS RIDGE

EXHIBIT "C"


N
SCALE: 1 IN. = 40 FT.
EXISTING 6 FT. WIDE
PLATTED UTLITY
EASEMENT
7'
O.L. 26
LOT 34
LOT 35
NEW 10 FT. WIDE MGE
UNDERGROUND
ELECTRIC EASEMENT
10'
LOT 36
NO OAKS RIDGE
LOT 37
LOT 38

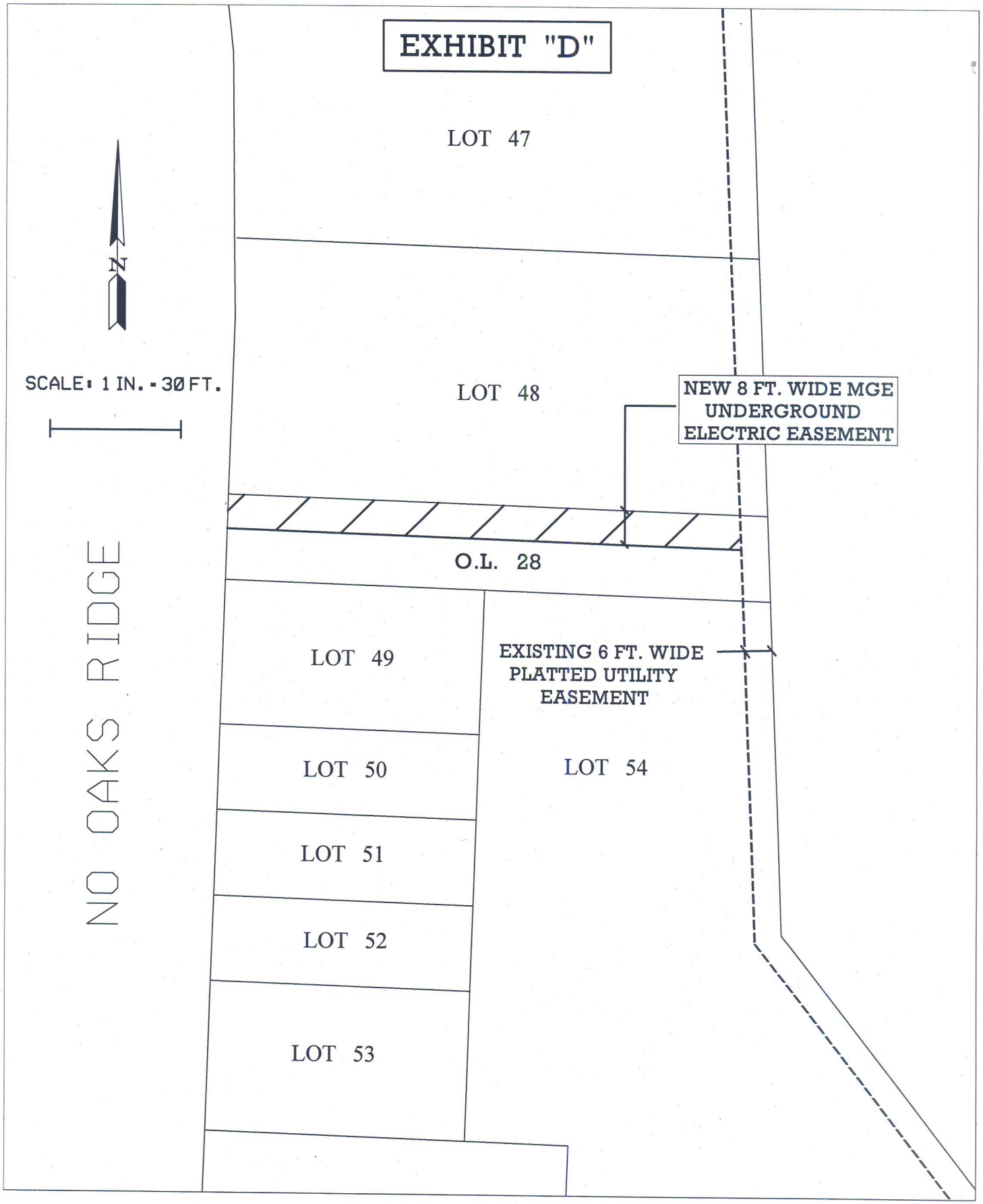


EXHIBIT "D"
LOT 47
LOT 48
SCALE: 1 IN. = 30 FT.
NEW 8 FT. WIDE MGE UNDERGROUND ELECTRIC EASEMENT
O.L. 28
NO OAKS RIDGE
LOT 49
EXISTING 6 FT. WIDE PLATTED UTILITY EASEMENT
LOT 50
LOT 54
LOT 51
LOT 52
LOT 53

Third Addition to Nine Springs

Summary of charges for easements:
OL 24 Area = 109 x 5 = 545 SF @ $0.29/SF = $158.05

OL 25 Area = 84.73 x 6 + 20 x 6 = 182 SF - No charge since this line is only to serve street light

OL 26 Area = 10 x 117 = 1,170 SF - No charge since this line is only to serve street light

OL 28 Area = 8 x 119.01 = 952 Sf @ $0.29/SF = $276.08 if this is a trunk line. If this is only to serve the street light then charge does not apply

Note: The value of the easement at $0.29/SF calculated by taking 25% the land value since the easement only removes a portion of value from the existing land. The existing land value of $1.16 per SF was obtained from recent purchase land in the area and this number has been used in our annual reporting of land and asset values to meet GASB 34 compliance.

Stephen L. Arnold
Introduced by

Public Works
Drafted by

Public Works and Planning
Committee

September 8, 2015
Date

RESOLUTION R-94-15

A RESOLUTION GRANTING AN UNDERGROUND ELECTRIC RIGHT-OF-WAY GRANT TO MADISON GAS AND ELECTRIC COMPANY ON OUTLOTS 24, 25, 26 AND 28 THIRD ADDITION TO NINE SPRINGS, CITY OF FITCHBURG, WISCONSIN

WHEREAS, an underground electric right-of-way grant on Outlots 24, 25, 26 and 28 in the Third Addition to Nine Springs is necessary in order for Madison Gas and Electric Company to extend electric service; and

WHEREAS, MGE agrees to pay $434.13 for compensation for easements on Outlots 24 and 28; and

WHEREAS, Outlots 25 and 26 provide the City the benefit of electric service to street 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 Outlots 24, 25, 26 and 28 in the Third Addition to 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 September, 2015.

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**: September 8, 2015** Ordinance Number:
Date to Report Back**: September 22, 2015** Resolution Number: **R-98-15**

Sponsored by: Mayor Drafted by:

TITLE: **APPROVING SUPPLEMENT TO AGREEMENT FOR SUBDIVISION IMPROVEMENTS IN THE PLAT OF FIRST ADDITION TO QUARRY VISTA**

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

A copy of this agreement will be included in Board of Public Works' and Council's packet for final approval, however is not included in Council's referral packet.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	September 14, 2015	
2				
3				
4				

Amendments:

SUPPLEMENT TO AGREEMENT FOR SUBDIVISION IMPROVEMENTS IN THE PLAT OF QUARRY VISTA, FOR SUBDIVISION IMPROVEMENTS FOR FIRST ADDITION TO QUARRY VISTA

City of Fitchburg, Dane County Wisconsin

Recording Area

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

Parcel Number:
225/0609-073-5300-2

This Agreement, executed in two (2) or more originals, is entered into as of this _____ day of _____, 2015, by and between Hamm Land Fam, LLC and each partnership and partner jointly and severally, hereinafter referred to as "Subdivider", and the City of Fitchburg, a Wisconsin municipal corporation, hereinafter referred to as the "City":

Legal Description: Outlot 3 of the Quarry Vista Plat.

WITNESSETH

WHEREAS, the Subdivider desires City approval of a final plat identified as 1st Addition to Quarry Vista, hereinafter referred to as "Plat," in order that it may be recorded and improvements installed and lots developed and sold; and

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

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

WHEREAS, the Subdivider has an approved agreement for public improvements associated with the Plat of Quarry Vista, which is a recorded agreement for subdivision improvements entered into on June 23, 2015 with the City, and recorded as document #5167870, hereafter referred to as “Original Agreement,” and it is beneficial to supplement the existing agreement to account for work in the plat as this work will be accomplished with the previously approved plats.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated by reference, the mutual covenants hereinafter set forth, the approval of the Plat by the City, and

other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree:

Section 1
Required Improvements

1.01 Street Improvements

Subdivider shall reconstruct Lacy Road, for a length of ~410', to provide adequate sight distance at the new public intersection with Rock Ridge Road.

1.02 Pathways

Subdivider shall install pathways across Outlots , 6, 8, 11, and 12 in the Plat. Subdivider shall install a porous pathway on Outlot 5 and a walking path across Outlot 1 in the Quarry Vista Plat. This requirement modifies the Original Agreement.

1.03 Water Improvements

Subdivider shall install 12" water mains along Lacy Road in Outlot 6 and 8 to the Plat limits. Utility shall reimburse Subdivider for incremental cost difference between the 10" and 12" pipe.

Section 2
Construction Schedule

2.01 Public Improvements

(1) Installation Deadline. Subdivider shall commence and complete installation of required public improvements in the Plat within 48 months of the recording of this Agreement except for the porous pathway on Outlot 5. Porous pathway on Outlot 5 shall be installed prior to occupancy of any building adjacent to Lacy Road within the Quarry Vista plat and prior to surface paving in the Quarry Vista plat.

(2) Contractor Acknowledgment. The following notation shall be included in the Agreement section of the Contract Documents: The contractor acknowledges by signing this agreement that NO paving on public streets shall occur after October 31. The public improvements for this plat will not be accepted by the City unless all the improvements are installed and all punchlist items are complete, other than final layer of asphalt and vegetation management. No building permits will be issued until this acceptance. The final layer of asphalt will be placed by no earlier than August 15 and no later than September 15 of the year following the first layer of asphalt.

(3) Land Conveyance. No lot or future buildable outlot may be conveyed until public improvements as outlined in this agreement have been installed and accepted by the City or a letter of credit or surety identified in Section 5 of the Original Agreement has been posted with the City Engineer for 115% of the costs of public improvements for the lot being conveyed. No building permits can be issued for any lot in the Plat until the public improvements have been accepted.

2.02 Commencement of Construction

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

(1) Copies of all contracts for the construction and installation of the required improvements have been filed with the City Engineer.

(2) A proposed construction schedule for the required improvements has been submitted to, reviewed, and approved by the City Engineer.

(3) A copy of this Agreement, duly executed by the Subdivider and the City, has been filed in the office of the City Planner/Zoning Administrator and recorded with the Dane County Register of Deeds.

(4) The required security described in Section 4 has been approved by the Mayor as to sureties and City Attorney as to form and filed with the City Clerk.

(5) The required fees identified in 1.04(3) have been paid to the Fitchburg Utility.

(6) The construction plans have been submitted to, reviewed, and approved by the City Engineer. City plan approval is only valid for 12 months.

(7) All required approvals have been obtained with copies sent to the City Engineer.

(8) All required fees imposed under Sec. 24-15 of the Ordinance have been deposited with the City Zoning Department or City Clerk.

(9) A copy of the written certification from WI DNR that all landfill materials have been consolidated into Outlot 9 and the landfill boundary has been adjusted to the consolidated municipal waste site boundary identified on Outlot 9 has been submitted to City Engineer.

(10) A preconstruction meeting has been held with the City, Subdivider, contractor, consultant and utilities present.

2.03 Construction Submittals and Requirements

Subdivider shall submit to the City the following:

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

(2) **Plant Value Submissions.** A copy of final construction costs, broken down per item, shall be submitted to the City by December 15 of the year the construction is completed.

(3) **Construction Survey Benchmarks.** A location map with benchmark descriptions and elevations shall be delivered to the City within three (3) months of acceptance of the work. Elevations shall be in English units (feet) utilizing USGS elevations.

(4) **Property Iron Markers.** All property irons within the development shall be marked with four foot (4') steel fence posts.

Section 3

Recreation, Parkland and Open Space

3.01 Parkland Dedication

Through this Plat, the Subdivider will be dedicating 111,034 square feet (2.5 acres) of parkland from Outlots 6, 8 and 12, which equates to 38.29 dwelling units. The Plat proposed construction of 29 single-family dwelling units and 30 two-family units, for a total of 59 dwelling units, which requires 171,100 square feet of parkland dedication. The plat is deficient in parkland by 60,066 square feet (or approximately 20.71 dwelling units). To compensate for this deficit, the Subdivider shall pay, prior to the City signing the Plat, a fee of $89,684.75. This fee is in 2015 dollars, and if not paid in 2015 shall be subject to adjustment in accord with the city fee schedule in effect at the time of payment.

3.02 Park Improvement Fee Payment

Prior to City's signing of the Plat, the Subdivider shall pay a park improvement fee of $27,720 for the proposed 29 single family units and 30 two-family units. This fee is in accord with the 2015 city fee schedule and if not paid in 2015 the fee shall be adjusted in accord with the fee schedule in effect for the year in which it is paid.

3.03 In-Lieu Fee for Parkland Street Frontage

The proposed First Addition to Quarry Vista Plat provides for 460.63 feet of improved park street frontage (Outlot 12 and Outlot 8). The 29 single-family units and 30 two-family units, with pro-rating based on the full preliminary plat, require 281.39 lineal feet of improved park street frontage, leaving a street frontage credit of 179.24 feet. The Plat of Quarry Vista provided 20 feet of improved park street frontage (Outlot 1); the 14 single-family and 152 multi-family units provided in the plat required 149.11 feet after pro-rating, which left a deficiency of 129.11 feet; this deficiency was satisfied through an escrow account. When accounting for the Plat of Quarry Vista and First Addition to Quarry Vista, a balance of 50.13 feet of parkland street frontage remains to be applied to a future Quarry Vista plat addition. Upon the recording of the First Addition to Quarry Vista Plat which provides sufficient street frontage, the escrow of $55,320 that was provided for the Plat of Quarry Vista may be released to the Subdivider.

Section 6
Miscellaneous Provisions

6.07 Amendments

This agreement amends the original agreement only to the extent as to account for the required improvements, construction schedule, and recreation, parkland and open space

requirements for the Plat. All aspects and terms of the original agreement remain in force and effect unless specifically amended.

6.11 Entire Agreement

This Supplement, consisting of six (6) pages and executed in two counterparts, each one of which shall constitute an original for all purposes, is hereby added to the Original Agreement, consisting of nineteen (19) pages and constitutes the amended entire agreement of the parties and shall not be modified, amended or extended except by express written agreement duly executed by all parties hereto.

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

By: _____
Stephen L. Arnold, Mayor

By: _____
Patti Anderson, City Clerk

Approved As To Form:

By: _____
Mark Sewell, City Attorney

STATE OF WISCONSIN)ss.
COUNTY OF DANE)

Personally came before me this ____ day of _____, 2015, the above named Stephen L. Arnold and Patti Anderson, to me known to be the Mayor and City Clerk of the City of Fitchburg and the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin

Printed Name of Notary: _____
My Commission Expires: _____

SUBDIVIDER(S):_____
Company Name

By:_____ _____
President Address

By:_____ _____
Secretary City, State, Zip

STATE OF WISCONSIN)ss.
COUNTY OF DANE

Personally came before me this ____ day of _____, 2015, the above named _____ to me known to be the _____ of _____and the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin

Printed Name of Notary: _____
My Commission Expires: _____

Drafted by: Cory Horton, P.E., Director of Public Works
City of Fitchburg

Stephen L. Arnold, Mayor
Introduced by

Public Works
Prepared by

Board of Public Works
Referred to

September 8, 2015
Date

RESOLUTION R-98-15
APPROVING SUPPLEMENT TO
AGREEMENT FOR SUBDIVISION IMPROVEMENTS IN THE PLAT OF
FIRST ADDITION TO QUARRY VISTA

WHEREAS, the City of Fitchburg Common Council on April 28, 2015, by Resolution R-50-15, approved the Quarry Vista Plat; and

WHEREAS, the City of Fitchburg Common Council on July 28, 2015, by Resolution R-77-15, approved the First Addition to Quarry Vista plat; and

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

WHEREAS, the Board of Public Works has reviewed and approved the Supplement to Agreement for Subdivision Improvements in the First Addition to Quarry Vista plat.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Common Council of the City of Fitchburg, Dane County, Wisconsin, hereby approves the Supplement to Agreement for Subdivision Improvements in the plat of First Addition to Quarry Vista subject to final review by the City Attorney and the City Engineer; and

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

Adopted this _____ day of September, 2015.

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**:** September 8, 2015
Date to Report Back**:** September 22, 2015

Ordinance Number:
Resolution Number: R-99-15

Sponsored by: Mayor

Drafted by: Public Works

TITLE: **APPROVING AGREEMENT FOR SUBDIVISION IMPROVEMENTS WITH SUB-ZERO WOLF, INC. ON LOT 2 OF CSM 10031**

Background:

Sub-Zero Wolf, Inc. has submitted a proposed CSM for expansion of their plant and future development that includes, but is not limited to, Lot 1 of CSM 09217, Lot 1 and 2 of CSM 10031, and Lot 2 of CSM 11021. The land division ordinance requires the subdivider to enter into a contract with the City for the installation of public improvements in a CSM. A subdivider's agreement for public improvements within the CSM cannot be fully drafted until construction plans for all public improvements are submitted to the City. To date, the City has not received these plans.

A public water main is needed for looping and fire protection purposes on Lot 2 of CSM 10031 in order for Sub-Zero to obtain a building permit. An agreement for subdivision improvements is required prior to installation of public improvements. In efforts to expedite installation of this main, a separate agreement for this water main has been drafted. An agreement for subdivision improvements for the remaining public improvements within the proposed CSM will be submitted for approval once construction plans have been submitted to the City for review.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	September 14, 2015	

AGREEMENT FOR
SUBDIVISION IMPROVEMENTS
ON LOT 2 OF CSM 10031

City of Fitchburg, Dane County
Wisconsin

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

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

Recording Area

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

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

WITNESSETH

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

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

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

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

Section 1

Required Improvements

1.01 Water Improvements

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

(A) Subdivider shall submit to the City Engineer and, if required, to Wisconsin DNR and Department of Commerce for approval, plans and specifications for water mains, complete with laterals and appurtenances, thereto in

accordance with the Ordinance and Section 40-275 and 40-276 of the City's General Code of Ordinances.

(B) After all required approvals have been obtained; Subdivider shall, without cost to the City and in accordance with the schedule set forth in Section 2.01 of this Agreement, construct water mains throughout and to serve the Plat, complete with laterals and appurtenances thereto, in accordance with the approved plans and specifications.

(C) Water mains shall 10-inch and be looped or connected to existing mains as required to service Plat.

(D) Easements for water mains within the Plat shall be dedicated to the City by the Subdivider. Easements for water mains, not located in rights-of-way, shall have a minimum width of 20 feet and be centered on the water mains.

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

1.02 Storm Sewers and Drainage Facilities

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

(1) **Stormwater Improvements.** Subdivider shall be responsible for ensuring proper grading and drainage of stormwater within the Plat, including the reservation and improvement of the necessary stormwater BMPs and related easements to handle stormwater from the watershed that the Plat resides in.

1.03 Grading

(1) Subdivider shall submit to the City Engineer for review and approval, grading plans and specifications to provide positive drainage of the Plat.

(2) After approval of the plans and specifications by the City Engineer, Subdivider shall, without cost to the City and in accordance with the schedule set forth in Section 2.01 of this Agreement, grade the Plat in accordance with the approved plans and specifications.

1.04 Erosion Control

(1) Subdivider shall submit an ECSWM permit application for the proposed erosion control and storm water facilities to be constructed within the Plat to the City Engineer pursuant to Chapter 30 of the City's General Code of Ordinances for review and approval. No work shall commence until such permit is issued.

(2) After the City Engineer has issued a permit and before any land surface disturbances are made in the Plat, Subdivider shall, without cost to the City, provide all erosion control measures in accordance with the approved plans and specifications.

(3) Temporary and permanent ECSWM BMPs shall be installed and maintained by Subdivider during construction as directed by the City Engineer.

1.05 Electric, Communications and Gas Facilities

(1) Prior to commencing construction of any required electric, gas or communication utilities, the Subdivider shall submit the construction schedule to the City Engineer for review and approval and shall furnish proof that such arrangements as may be required under applicable rates and rules filed with the Wisconsin Public Service Commission have been made with the owner or owners of the utility lines or services for placing their respective facilities underground.

(2) All new electric distribution lines (excluding lines of 14,400 volts or more), all new telephone lines from which lots are individually served, all new communication lines, television cables and service installed within the Plat shall be underground unless a waiver is obtained from the City Plan Commission in accordance with Section 24-10 (e) of the Ordinance.

(3) Associated equipment and facilities which are appurtenant to underground electric and communications systems, such as but not limited to, substations, pad-mounted transformers, pad-mounted sectionalizing switches and above-grade pedestal-mounted terminal boxes, may be located above ground.

(4) Where the electric and communications facilities are to be installed underground, the utility easements shall be graded to within six (6) inches of final grade by the Subdivider, prior to the installation of such facilities, and earth fill, piles or mounds of dirt shall not be stored on such easement areas. Utility facilities when installed on utility easements whether overhead or underground shall not disturb any monumentation in the Plat. Subdivider shall record a Plat restriction prohibiting disturbance of finished grade of utility easements by more than six (6) inches without consent of City Engineer and Utilities.

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

Section 2

Construction Schedule

2.01 Public Improvements

(1) **Installation Deadline.** Subdivider shall commence and complete installation of required public improvements in the Plat within twenty four (24) months of the recording of this Agreement. Subdivider and City agree that improvements within the Plat will be built in no more than one phase.

(2) **Land Conveyance.** No lot may be conveyed until an occupancy permit has been issued for the lot.

(3) **Building and Occupancy Permits.** No building permits may be issued for any lot in the Plat until the public improvements outlined in this agreement have been accepted. No occupancy permit may be issued for any lot within the Plat until an agreement for subdivision agreements has been executed for all public improvements within the proposed CSM and all public improvements with in the proposed CSM have been accepted by the City. Proposed CSM includes, but is not limited to, Lot 1 of CSM 09217, Lot 1 and 2 of CSM 10031, and Lot 2 of CSM 11021.

2.02 Commencement of Construction

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

(1) Copies of all contracts for the construction and installation of the required improvements have been filed with the City Engineer.

(2) A proposed construction schedule for the required improvements has been submitted to, reviewed, and approved by the City Engineer.

(3) A copy of this Agreement, duly executed by the Subdivider and the City, has been filed in the office of the City Planner/Zoning Administrator and recorded with the Dane County Register of Deeds.

(4) The required security described in Section 4 has been approved by the Mayor as to sureties and City Attorney as to form and filed with the City Clerk.

(5) The required fees identified in 1.04(3) have been paid to the Fitchburg Utility.

(6) The construction plans have been submitted to, reviewed, and approved by the City Engineer. City plan approval is only valid for 12 months.

(7) All required approvals have been obtained with copies sent to the City Engineer.

(8) All required fees imposed under Sec. 24-15 of the Ordinance have been deposited with the City Zoning Department or City Clerk.

(9) A preconstruction meeting has been held with the City, Subdivider, contractor, consultant and utilities present.

2.03 Construction Submittals and Requirements

Subdivider shall submit to the City the following:

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

(2) **Plant Value Submissions.** A copy of final construction costs, broken down per item, shall be submitted to the City by December 15 of the year the construction is completed.

(3) **Construction Survey Benchmarks.** A location map with benchmark descriptions and elevations shall be delivered to the City within three (3) months of acceptance of the work. Elevations shall be in English units (feet) utilizing USGS elevations.

(4) **Property Iron Markers.** Subdivider shall confirm that all property irons required for the Plat are installed. Subdivider shall replace all missing property irons required within the Plat and remove all property irons that are no longer necessary.

Section 3

Recreation, Parkland and Open Space

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

Section 4

Maintenance of Land within Plat

4.01 Mowing of Lots

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

Section 5

Security for Performance

5.01 Security to be Furnished Prior to Start of Construction

At the time of entering into this Agreement, the Subdivider shall file an acceptable irrevocable letter of credit, a bond, or other certified funds with the City in an amount equal to or exceeding 115% of the approved contract amount for the public water system improvements and any work associated with the public water system improvements. Upon completion of construction of the required improvements, submittal to the City Engineer of proof of payment to contractors and

acceptance of the improvements by the Common Council, the City Engineer may release up to 50% of the security furnished hereunder during the one-year guarantee period as provided in Section 5.03. If the amount of security is not known at the time of entering into this agreement, then the amount shall be determined in accord with section 24-2(c) (2) of the ordinance. Security for the Plat shall be agreed to and posted prior to commencement of any construction in the Plat.

5.02 Security to Guarantee Payment and Performance

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

5.03 Guarantee of Finished Work

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

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

Section 6

Miscellaneous Provisions

6.01 Qualifications of Contractors

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

6.02 Acceptance of Improvements

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

6.03 Awarding Of Contracts for Construction

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

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

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

6.05 Infrastructure Inventory Updates

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

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

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

6.07 Amendments

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

6.08 Breach

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

6.09 Agreement Binding on Heirs and Assigns of Parties

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

6.10 Assignment Only with Express Written Approval

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

6.11 Entire Agreement

This Agreement, consisting of nine (9) pages and executed in two counterparts, each one of which shall constitute an original for all purposes, contains the entire agreement of the parties and shall not be modified, amended or extended except by express written agreement duly executed by all parties hereto.

6.12 Recording

A fully executed original of this Agreement shall be recorded by the Subdivider and proof of such recording filed with the City Clerk. Upon acceptance by the Common Council of the City of all the improvements described in this Agreement, and upon all conditions precedent to such acceptance being met, and upon the 1 year guarantee period referred to in Section 5.03 having

expired, the City agrees to execute, acknowledge and deliver to the Subdivider, in recordable form, a certificate of termination providing that all of the Subdivider's obligations under this contract have been met and that this Contract is hereby terminated.

6.13 General Provisions

(1) If any part, term, or provision of this Contract is held by the courts to be illegal or other wise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

(2) Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under applicable law.

(3) The Subdivider hereby warrants to being now lawfully seized and possessed of the real estate to be improved pursuant to this Agreement.

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

By: _____
Stephen L. Arnold, Mayor

By: _____
Patti Anderson, City Clerk

Approved As To Form:

By: _____
Mark Sewell, City Attorney

STATE OF WISCONSIN)ss.
COUNTY OF DANE)

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

_____

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

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

By: _____ _____

xxxx, Sub-Zero Wolf, Inc. Address

STATE OF WISCONSIN)ss.
COUNTY OF DANE

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

_____

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

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

Stephen L. Arnold, Mayor
Introduced by

Public Works
Prepared by

Board of Public Works
Referred to

September 8, 2015
Date

RESOLUTION R-99-15

APPROVING AGREEMENT FOR SUBDIVISION IMPROVEMENTS WITH SUB-ZERO WOLF, INC. ON LOT 2 OF CSM 10031

WHEREAS, Sub-Zero Wolf, Inc., herein referred to as "Sub-Zero", has submitted a proposed CSM that includes, but is not limited to, Lot 1 of CSM 09217, Lot 1 and 2 of CSM 10031, and Lot 2 of CSM 11021; and

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

WHEREAS, construction plans for all public improvements within the proposed CSM have not been prepared and therefore a contract for these public improvements within the proposed CSM cannot be drafted at this time; and

WHEREAS, Sub-Zero has obtained an erosion control permit and applied for an early start permit to begin a plant expansion on Lot 2 of CSM 10031; and

WHEREAS, Sub-Zero desires to obtain a building permit on Lot 2 of CSM 10031; and

WHEREAS, Section 44-459 of the Fitchburg Code of Ordinances requires hydrants to be installed and made operable prior to permitting construction to progress beyond the footing and foundation stages; and

WHEREAS, in order to expedite the installation of public water main on Lot 2 of CSM 10031, necessary for Sub-Zero to obtain a building permit, a separate contract for subdivision improvements for the water main is necessary; and

WHEREAS, the Board of Public Works has reviewed and approved the Contract for Subdivision Improvements with Sub-Zero on Lot 2 of CSM 10031.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Common Council of the City of Fitchburg, Dane County, Wisconsin, hereby approves the Contract for Subdivision Improvements with Sub-Zero Wolf, Inc. on Lot 2 of CSM 10031 subject to final review by the City Attorney and the City Engineer; and

BE IT FURTHER RESOLVED, that it authorizes the Mayor and City Clerk to properly execute such document.

Adopted this _____ day of _____, 2015.

Approved By: _____
Stephen L. Arnold, Mayor

Attested By: _____
Patti Anderson, City Clerk