1. Agenda

   Documents: CC_20150922_AG.PDF

2. Complete Packet

   Documents: CC_20150922_PK.PDF

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

AGENDA
FITCHBURG COMMON COUNCIL
SEPTEMBER 22, 2015
7:30 P.M.
CITY HALL

NOTICE IS HEREBY GIVEN that the Fitchburg Common Council will meet at 7:30 p.m. for a Meeting on Tuesday, September 22, 2015 in the Council Chambers of the City Hall, 5520 Lacy Road to consider and act on the following:

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

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **PUBLIC APPEARANCES NON-AGENDA ITEMS / NEW APPOINTMENTS**

   A. **Mayoral Proclamation**
      1. Recognizing Swan Creek Sewing Circle as they Celebrate their Upcoming 100th Anniversary

      2. Recognizing September 15, 2015 through October 15, 2015 as Hispanic Heritage Month

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

   A. **APPROVAL OF MINUTES**
      1. Common Council – September 8, 2015

   B. **REFERRALS TO COMMISSIONS AND COMMITTEE**
      111. **Ordinance 2015-O-27** An Ordinance Amending Chapter 22, Section 22-345(5) to Allow Landscape Sales in the R-D (Rural Development) District
         a. Plan Commission

      112. **Ordinance 2015-O-28** An Ordinance Amending Chapter 27 Street and Public Ways – Section 27-402(b) Relative to Curb Opening Width For Commercial or Industrial Driveways
         a. Board of Public Works
         b. Plan Commission

      113. **Ordinance 2015-O-29** An Ordinance to Amend SEC. 35-3(a)1 – Permit Fees
         a. Finance Committee
         b. Board of Public Works

5. Consent Agenda (continued)

114. **Resolution R-101-15** Approving a Typical Section for the Lacy Road Reconstruction Project from the Community Center East to S. Syene Road
   a. Transportation and Transit Commission
   b. Board of Public Works

115. **Resolution R-102-15** A Resolution Adopting the Huegel-Jamestown Park Master Plan Update
   a. Park Commission

116. **Resolution R-103-15** A Resolution Approving Agreement Between Sub-Zero Wolf, Inc. and the City of Fitchburg Regarding Provision of Utility Easements and Road Connectivity
   a. Board of Public Works

117. **Resolution R-104-15** A Resolution Adopting the 2016 Annual City Operating Budget
   a. Finance Committee

118. **Resolution R-105-15** A Resolution Approving Third Party Financing and Ownership of Solar Photovoltaic Panels on the Fitchburg Public Library Roof
   a. Board of Public Works
   b. Finance Committee
   c. Library Board

119. **Resolution R-107-15** A Resolution Establishing a Police and Municipal Building Oversight Committee to be Appointed by the Council President
   a. Public Safety & Human Services

120. **Resolution R-108-15** Authorizing Purchase of Plow Truck Equipment
   a. Board of Public Works
   b. Finance Committee

C. **Public Safety & Human Services**

1**. Consideration of Change of Agent for Speedway, LLC. – DBA Speedway #4170 -** Kevin N. Scheckel, 409 E. Madison Street #4, Cambridge, WI 53523

6. **ADMINISTRATOR'S REPORT**

7. **COMMISSION/COMMITTEE REPORTS**

A. **Plan Commission**

1. **Ordinance 2015-O-30** Zoning Ordinance Amendment Approving Rezone Request RZ-2077-15 by Bob Sieger, with Authorization from Joanne Jensen and Ernest Schupenbach, to Rezone a Portion of Property from the A-T (Transitional Agriculture) and R-M (Residential – Medium Density) Districts to the R-H (Residential – High Density) and Portion of Property to the P-R (Park & Recreation) District on Property associated with 3046 and 3048 Anderberg Drive

2. **Resolution R-97-15** A Resolution Granting Private Access Easement on Lot 2 of CSM 445 (McGaw Park) for 5267 Lacy Road, City of Fitchburg, Wisconsin

3. **Resolution R-100-15** A Resolution Releasing a Platted Public Sanitary Sewer Easement on Lot 21 in First Addition to Fitchburg Technology Campus, City of Fitchburg, Wisconsin
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2. **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
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1. **Resolution R-91-15** Permitting the Parks Department to Apply for a DNR Urban Forestry Grant for 2016

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E. **Commission on Aging**

F. **Resource Conservation Commission**
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   b. Finance Committee

G. **Transportation & Transit Commission**

H. **Community & Economic Development Authority**

I. **Agriculture & Rural Affairs Committee**

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

8. **STANDING COMMITTEE REPORTS**
A. **Finance Committee**
1. **APPROVAL OF BILLS –**
Review of Bills Under $25,000 or Previously Pre-Approved (Council Action Not Required)
   a. General Checks 111957 through 112032 dated September 17, 2015 Total $873,769.12

2. **Approval of Bills for $25,000** or more (Council Action Required)
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3. **Resolution R-95-15** A Resolution to Terminate Property Insurance Coverage with the Local Government Property Insurance Fund (LGPIF) and Selecting Coverage with EMC/MPIC
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1. **Operator Licenses needing special attention where applicant must be present: (Issuance Contingent upon Payment of all Fees Owed to City of Fitchburg – Notes: N = New, All Others = Renewal)** Bailey Corcoran - N

9. **MAYOR'S REPORT**
A. Alder District Reports

10. **UNFINISHED BUSINESS**

A. **Resolution R-106-15** A Resolution Approving Development Agreement between Benjamin Investments, LLC and the City of Fitchburg ***– Direct Referral***

11. **NEW BUSINESS**

A. **Closed Session**: Motion to go into closed session pursuant to Wisconsin Statutes 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. *(McKee Park takings claim).*

B. **Reconvene into Open Session**

C. **Discussion and Possible Action Regarding Claim for Ownership of Land by Adverse Possession**

12. **ANNOUNCEMENTS**

A. Next Committee of the Whole Meeting, September 23, 2015

B. Next Common Council Meeting, October 13, 2015

13. **ADJOURNMENT**

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12. **ANNOUNCEMENTS**

A. Next Committee of the Whole Meeting, September 23, 2015

B. Next Common Council Meeting, October 13, 2015

13. **ADJOURNMENT**

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City of Fitchburg Proclamation

Recognizing Swan Creek Sewing Circle

WHEREAS, the Swan Creek Sewing Circle began on December 1, 1915 with a meeting of farm women from the townships of Fitchburg and Dunn at the home of Amanda Culp, with the idea of establishing a social club, and

WHEREAS, the following fifteen charter members were present: Mrs. William Blaney, Amanda Culp, Mrs. Ben Haight, Christine Haight, Ellen R. Lalor, Hazle Lalor, Mrs. J.H. Lalor, Julia Lalor, Agnes Madsen, Ida Phillips, Frances Schou (Thrun), Mrs. Percy Schou, Ellen Terwilliger, Maria R. Tipple, and Mary Ward, and

WHEREAS, the first chairperson and president was Mrs. Howard Terwilliger, and eight additional women joined: Mrs. William Dick, Mrs. Elma Dick, Mrs. E.R. Stoneman, Mrs. J.A. Griffin, Mrs. F. Pitman, Clara Griffin, Mrs. M. Burrowbridge, and Mrs. J.C. Latham. By February 2, 1916, seven more women gathered in the circle, bringing the number to 30: Ethel Williamson, Mrs. William Williamson, Mrs. W.S. Lalor, Mrs. Ed Kinney, Nellie Welch, H.C. Taylor, and Mrs. V. Sykes, and

WHEREAS, since the society originated in the townships of Fitchburg and Dunn which included the Swan Creek school district, it was given the name "Swan Creek Sewing Circle," and

WHEREAS, the members agreed to meet the first Wednesday of each month and engage in such activities as quilting and mending for their families and those in need, as well as other service projects like sewing baby items for newborns, knitting wool scarves, mittens, and socks for the men in World War I, and afghans for the soldiers in World War II, and

WHEREAS, the Swan Creek Sewing Circle has met since December 1, 1915 and has kept minutes of all its meetings, and scrapbooks of its activities, it will celebrate its 100th anniversary on December 1, 2015!

NOW, THEREFORE, on behalf of the elected officials, city staff and residents of Fitchburg, I Mayor Steve Arnold, wish to extend congratulations to the Swan Creek Sewing Circle for 100 years of enduring friendship and generosity of service to their community and country.

Proclaimed this 22nd day of September, 2015

Stephen L. Arnold, Mayor

Recognizing September 15, 2015 through October 15, 2015 as Hispanic Heritage Month

WHEREAS, each year, the United States recognizes the economic, cultural and social contributions that Hispanic peoples have brought to our nation; and

WHEREAS, the rich and distinctive culture of the Hispanic/Latino community has always been an integral part of our country's identity; and

WHEREAS, this month represents the anniversary of independence for Chile, Costa Rica, El Salvador, Guatemala, Honduras, Mexico and Nicaragua; and

WHEREAS, Hispanic Heritage Month is one of enormous pride for over 50.5 million Hispanics/Latinos living in the United States; and

WHEREAS, Fitchburg is fortunate to count among its population a dynamic Hispanic/Latino community that plays an important role in our city's economy and society; and

WHEREAS, we encourage all residents of Fitchburg to recognize and applaud the many contributions made by our Hispanic/Latino community to enhance the quality of life in our city;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council recognize the month of September 15, 2015, through October 15, 2015, as Hispanic Heritage Month in the City of Fitchburg.

BE IT FURTHER RESOLVED that the Mayor and Common Council congratulate our Hispanic/Latino community on this significant month and thank them for their contributions to the vibrancy of the City of Fitchburg and greater Madison.

Stephen L. Arnold, Mayor

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DRAFT MINUTES
FITCHBURG COMMON COUNCIL
SEPTEMBER 8, 2015
7:30 P.M.
CITY HALL

1. **CALL TO ORDER -** Mayor Arnold called the meeting to order at 7:34 p.m.

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL:** Julia Arata-Fratta, Dan Carpenter, Jason Gonzalez, Tony Hartmann, Jake Johnson, Dorothy Krause, Carol Poole, and Patrick Stern. Others Present: Mark Sewell, City Attorney, Patrick Marsh, City Administrator and Patti Anderson, City Clerk.

4. **PUBLIC APPEARANCES NON-AGENDA ITEMS / NEW APPOINTMENTS** - None

5. **CONSENT AGENDA**
   A. **APPROVAL OF MINUTES** - August 25, 2015

   B. **REFERRALS TO COMMISSIONS AND COMMITTEE**
   Resolution R-91-15 Permitting the Parks Department to Apply for a DNR Urban Forestry Grant for 2016 ***(Park)***
   Resolution R-92-15 Exemption from the County Library Tax ***(Library)***
   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 ***(BPW, Plan)***
   Resolution R-95-15 A Resolution to Terminate Property Insurance Coverage with the Local Government Property Insurance Fund (LGPIF) and Selecting Coverage with (TBD) ***(Finance)***
   Resolution R-96-15 A Resolution to Set the 2016 Solid Waste Collection Rates ***(RCC, BPW, Finance)***
   Resolution R-97-15 A Resolution Granting Private Access Easement on Lot 2 of CSM 445 (McGaw Park) for 5267 Lacy Road, City of Fitchburg, Wisconsin ***(Plan)***
   Resolution R-98-15 Approving Supplement to Agreement for Subdivision Improvements in the Plat of First Addition to Quarry Vista ***(BPW)***
   Resolution R-99-15 Approving Agreement for Subdivision Improvements with Sub-Zero Wolf, Inc. on Lot 2 of CSM 10031***(BPW)***
   Resolution R-100-15 A Resolution Releasing a Platted Public Sanitary Sewer Easement on Lot 21 in First Addition to Fitchburg Technology Campus, City of Fitchburg, Wisconsin ***(BPW, Plan)***

   C. **Public Safety & Human Services**
   1. **Temporary Operator Licenses: (Issuance Contingent upon Payment of all Fees Owed to City of Fitchburg)** Midwest Gypsy Swing Fest – Emmett Delaney-Potthoff, Margaret Delaney-Potthoff, Sims Delaney-Potthoff

5. Consent Agenda (continued)

2. **Consideration of the Following Application for Temporary Class "B"/"Class B" Retailers License "Picnic License" (Issuance Contingent upon Payment of all Fees Owed to City of Fitchburg)**
   a. Midwest Gypsy Swing Fest, 4112 Hegg Avenue, Madison, WI to hold a Music Fest on Friday, September 11, 2105 and Saturday, September 12, 2015, from 7:00 pm to 10:00 pm at 5927 Adams Road, Fitchburg, WI *(For Sale of Fermented Malt Beverages and Wine)*

3. **Consideration of the Following Fermented Malt Beverage and Intoxicating Liquor Licenses: (Issuance Contingent upon Payment of all Fees owed to The City of Fitchburg) All are New applications.**
   CLASS "B" FERMENTED MALT BEVERAGE RETAIL LICENSE AND RESERVE "CLASS B" INTOXICATING LIQUOR RETAIL LICENSE
   Amy Sanborn, 6254 Verona Road – DBA Mad Power Training – William F. Kohl, Agent

4. Motion by Hartmann, 2nd by Krause to **approve** the consent agenda.
   a. **Motion carried.**

6. **ADMINISTRATOR'S REPORT**
   A. Marsh presented the administrators report

7. **COMMISSION/COMMITTEE REPORTS**
   A. **Plan Commission**
   B. **Board of Public Works**
   C. **Park Commission**
   D. **Library Board**
   E. **Commission on Aging**
   F. **Resource Conservation Commission**
   G. **Transportation & Transit Commission**
   H. **Community & Economic Development Authority**
   I. **Agriculture & Rural Affairs Committee**
   J. **Reports from other Commissions and Committees**

8. **STANDING COMMITTEE REPORTS**
   A. **Finance Committee**
   1. Stern reported that Finance reviewed a batch of bills **Under $25,000 or Previously Pre-Approved** General Checks 111868 through 111956 dated September 3, 2015 Total $951,094.54 as well as P-Card Charges July 5, 2015 – August 4, 2015 Total $151,246.41

   2. Motion by Stern, 2nd by Carpenter to **approve Bills for $25,000** or more, batch dated September 3, 2015 - $641,533.59
      a. **Motion carried.**

   3. Motion by Stern, 2nd by Carpenter to **approve as amended by Finance Resolution R-93-15** Accepting Proposal from Ehlers Inc. for Financial Consulting Services for Proposed Tax Increment District 10 in the North Fish Hatchery Road Corridor for CIP 3103 Intersection Signalization – ***Direct Referral***
      a. Amended language to include: Be It Further Resolved, the TIF request shall come back to the TIF advisory committee for review.
      b. **Motion carried.**

Hartmann requested unanimous consent to amend agenda and move to Item #10. With no objection, the Mayor opened up discussion of Item #10.

10. **UNFINISHED BUSINESS**
   A. Mayor Veto of Benjamin Investments TIF Request

Registrants in support of the Benjamin Investments TIF Request:
Toni Prestigiacomo, representing the Verona Road Business Coalition & Prestigiacomo Trust; Phil Sveum, representing self and the Fitchburg Chamber; Blake George, representing Dale Benjamin; Dale Benjamin, representing Benjamin Investments LLC

Council had a lengthy discussion regarding the TIF Request.

Call the Question by Stern, 2nd by Gonzalez. Roll Call Vote: Ayes: Johnson, Poole, Stern, Arata-Fratta, Carpenter, Gonzalez, Hartmann. Nay: Krause. **Motion carried.**

Motion by Gonzalez, 2nd by Carpenter to override the Mayor Veto. Roll Call Vote: Ayes: Poole, Stern, Arata-Fratta, Carpenter, Gonzalez. Nays: Johnson, Krause, Hartmann. **Motion failed (5-3).**

10:17 - 5 minute recess
10:26 - back in session

Stern requested unanimous consent to take up Item #9. With no objections, the Mayor opened up discussion of Item #9.

9. **MAYOR'S REPORT**
   A. The Mayor spoke regarding the Benjamin request and the previous vote on the Mayors Veto. The Mayor stated he just spoke to Dale Benjamin during the recess and they have come to an agreement to move forward with the following terms: The offer is $1,035,000 with TIF for the building and site. Rent guarantee of $290,000 and 50% rent guarantee for 2 years. The Mayor has instructed the City Attorney to begin working with the Applicant's Attorney on the developer agreement.

8. B. **Personnel Committee**

   C. **Public Safety & Human Services**
      1. Motion by Stern, 2nd by Carpenter to **remove from the table <u>Ordinance 2015-O-23</u>** An Ordinance Amending Chapter 70, Section 70-309 Forfeiture Schedule
         a. **Motion carried.**

      2. Motion by Poole, 2nd by Gonzalez to amend the ordinance to offer a tiered system. Those who are 21 years of age and older - forfeiture of $1, plus court costs equals $62.26. Those who are under 21 years of age – forfeiture of $200, plus court costs equals $313.

10:55 – Motion by Stern, 2nd by Poole to extend meeting to 11:30 p.m. **Motion carried.**

         a. Motion by Stern to amend the amendment to 18 years of age. **Motion failed** for lack of 2nd.
         b. Vote on motion to amend. Motion carried.

9. **MAYOR'S REPORT**
   A. Mayor Arnold presented the remainder of the Mayor's report

   B. Alder District Reports

11. **NEW BUSINESS**
   A. Motion by Stern, 2nd by Carpenter to **approve <u>Resolution R-86-15</u>** A Resolution Instructing Staff to Commence Work on Possible TID #4 End Users
      a. Call the Question by Gonzalez, 2nd by Carpenter. Roll Call Vote: Johnson, Krause, Stern, Carpenter, Gonzalez. Nays: Poole, Arata-Fratta, Hartmann. **Motion failed.**

11:30 p.m. – Motion by Gonzalez, 2nd by Poole to extend meeting to 12:15 a.m. Motion carried.

b. Vote on main motion. **Motion carried.**

B. Motion by Poole, 2nd by Hartmann to go into Closed Session: pursuant to Wisconsin Statutes 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session *(Issues arising in possible purchase of East Fire Station site).*

1. Roll Call Vote: Ayes: Johnson, Krause, Poole, Gonzalez, Hartmann. Nays: Stern, Carpenter. Arata-Fratta absent at time of vote.
2. **Motion carried (5-2).**

C. Motion by Stern, 2nd by Hartmann to Reconvene into Open Session. **Motion carried.**

D. **Discussion and Possible Action Regarding Issues Discussed in Closed Session -** None

12. **ANNOUNCEMENTS**

A. Next Common Council Meeting, September 22, 2015

B. Next Committee of the Whole Meeting, September 23, 2015

13. Motion by Stern, 2nd by Carpenter to **adjourn.**

A. **Motion carried.** Time: 11:59 p.m.

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City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred**: Sept 22, 2015** Ordinance Number: **2015-O-27**
Date to Report Back**: Oct 27, 2015** Resolution Number:

Sponsored by: Mayor Arnold Drafted by: Planning/Zoning

TITLE: An Ordinance Amending Chapter 22, Section 22-345(5) to Allow Landscape Sales in the R-D (Rural Development) District

Background: This Ordinance follows the adopted 2015 Comprehensive Plan amendments, related to Fitchburg Farms. This would allow for landscape sales, by conditional use permit, in the R-D district. If adopted, Fitchburg Farms at 1839 CTH MM could apply for a Conditional Use Permit for landscape sales.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Plan Commission	Hovel/Badtke	October 20, 2015	
2				
3				
4				

Amendments:

Mayor Arnold
Introduced By

Planning Dept.
Drafted By

Plan Commission
Referred to

August 27, 2015
Date

ORDINANCE NO. 2015-O-27
An Ordinance Amending Chapter 22, Section 22-345(5) to allow Landscape Sales in the R-D (Rural Development) District

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

SECTION 1: Amend Section 22-345(5) to read:
(5) Landscape services and sales. (078)

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

SECTION 3: If any section, subsection, sentence, clause or phrase of this Ordinance or revision to Chapter 22, is for any reason held to be invalid or unconstitutional by reason of a decision of any court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence, clause or phrase thereof.

Adopted this _____ day of _____, 2015.

_____
Stephen L. Arnold, Mayor

_____
Attested:_____ Patti Anderson, City Clerk

Published: _____

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred**: Sept 22, 2015** Ordinance Number: **2015-O-28**
Date to Report Back**: Oct 27, 2015** Resolution Number:

Sponsored by: Mayor Drafted by: PW and Planning

TITLE: An Ordinance Amending Chapter 27 Streets and Public Ways – Section 27-402(b) Relative to Curb Opening Width for Commercial or Industrial Driveways

Background: The Public Works and Planning Departments have experienced an increase in variance requests for increased driveway opening widths for commercial and industrial properties. In an effort to stream-line this process, and allow for more flexibility in the driveway opening widths for commercial and industrial properties, staff is recommending an ordinance amendment. This amendment allows for administrative approval by the Director of Public Works for requests for increased driveway widths. If the Director of Public Works denies the request, the ordinance re-assigns the board approval to the Board of Public Works, as opposed to the Board of Appeals. The ordinance also modifies the language to clarify the definitions and ensure consistency between the ordinance and the standard detail drawings that are maintained by public works. Staff's recommendation is to approve Ordinance 2015-O-28.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	Oct. 19, 2015	
2	Plan Commission	Hovel	Oct. 20, 2015	
3				
4				

Amendments:

Mayor Arnold
Introduced By

Planning Dept.
Drafted By

Board of Public Works,
Plan Commission
Referred to

Sept 22, 2015
Date

ORDINANCE NO. 2015-O-28
AN ORDINANCE AMENDING CHAPTER 27 STREETS AND PUBLIC WAYS – SECTION 27-402(b) RELATIVE TO CURB OPENING WIDTH FOR COMMERCIAL OR INDUSTRIAL DRIVEWAYS

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

SECTION 1: Section 27-402(b) is hereby amended to read:

(b) When allowed, curb openings (excluding tapers) shall be no less than 14 feet nor more than 24 feet in width for single-family and multifamily dwellings. The curb opening (excluding tapers) for each driveway at a two-family dwelling unit shall not exceed 20 feet in width (40 feet total). The curb opening (excluding tapers) intended to afford access to commercial or industrial property shall be as determined and prescribed by the department, but no greater than 37 feet in width. The applicant may request an administrative variance for a commercial or industrial curb opening (excluding tapers) that is greater than 37 feet in width by providing documentation that demonstrates the following:

(1) Is needed to accommodate truck turning movements to the property to avoid impacts to the orderly flow of traffic on adjacent road. Applicant should supply:
   a. Size of vehicle and frequency of truck activity;
   b. Turning path exhibit for truck movements at the driveway; and
   c. Designation of primary access for truck traffic to the site.
(2) Will not have an adverse impact upon properties adjacent to the property upon which the proposed driveway is located;
(3) Has been designed to address all public safety impacts associated with the increased curb opening width.

The Director of Public Works may require special conditions for the additional curb opening width such as, but not limited to, pavement markings, colored concrete, or signage.

If the Director of Public Works declines to approve a request for a larger commercial or industrial curb opening width, such request shall be referred to the Board of Public Works for recommendation and to the Council for action.

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

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

Adopted this ____ day of_____, 2015.

_____
Stephen L. Arnold, Mayor

_____
Patti Anderson, City Clerk

Attested:_____

Published: _____, 2015

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred**: September 22, 2015** Ordinance Number: **2015-O-29**
Date to Report Back**: October 13, 2015** Resolution Number:

Sponsored by: Mayor Drafted by: Attorney Mark Sewell

TITLE: An Ordinance to Amend SEC. 35-3(a)1 – Permit Fees

Background: Recently, in 2003, the state legislature amended Wisconsin Statute 66.0268. That statute is attached and requires municipal fees may not exceed the actual direct cost to the City associated with a project subject to the fee. It also provides that the City bears the burden of proof. The Data Center has recently objected to the amount of fees being charged in connection with an alteration of its existing facility on Nobel Drive. The purpose of this ordinance is to allow the Director of Public Works to modify fees where they are not proportional to the actual City costs.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Finance	Misty Dodge	10/13/15	
2	Board of Public Works	Cory Horton	10/5/15	
3				
4				

Amendments:

525 Junction Road
Madison, WI 53717
www.tdstelcom.com

AUG 21 2015

August 20, 2015

Mark Sewell
City Attorney
The City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711

Re: 5515 Nobel Drive Building Permit Fee

Dear Mr. Sewell:

I am writing you on behalf of OneNeck IT Solutions LLC ("OneNeck") regarding permitting protocol for our 5515 Nobel Drive Building project. As discussed earlier this week, the currently contemplated installations we highlighted simply finish off the shell area previously permitted and partially constructed in 2011. Accordingly, the architectural plans for this work have already been reviewed by the City of Fitchburg (the "City") and approved as part of the new construction permit originally authorized to OneNeck. We are submitting payment of the related permit fees, in protest, pursuant to Section 66.0628 of the Wisconsin Statutes, as we believe this cost of permitting is excessive and exceeds the City's reasonable direct costs that are associated therewith.

Pursuant to the direction given us from the City, we propose to resolve this issue via an amendment to the City of Fitchburg ordinance Section 35-31 Permit Fees. We propose Section 35-31 (a) be amended so that it reads in its entirety as follows:

> Sec. 35-31. - Fee Schedule. A fee schedule for all permits issued by the building inspection department shall be as set forth in the annual budget appendix fee schedule. The fee schedule shall be kept on file in the building inspector's office and shall be referred to as the "building inspection permit fee schedule." The building inspection permit fee schedule shall be considered a supplement to this article and shall be made available for reference and public inspection during normal business hours. Notwithstanding the foregoing, in the event the City's work to review plans and grant a permit in a particular construction project is not proportionate to the fee provided in the inspection permit fee schedule, the Director of Public Works may make a special determination to lower or waive the permit fee.

As discussed earlier this week, in the event an amendment is not passed and this permit fee issue is not resolved within sixty (60) days, we will file a petition to appeal this permit fee with the Tax Appraisals Commission based on our belief that the fee does not bear a reasonable relationship to the service for which the fee was imposed, in accordance with Section 66.0628 of the Wisconsin Statutes.

Background and statutory basis of our argument:

1. In 2011, comprehensive plans were submitted, approved and permitted for the expansion by the City. The plans included all of the current contemplated installations.
    a. Full permit fees were paid in 2011. Approximately 50% of the interior shell finishes and equipment were installed at that time leaving 50% in an unfinished shell condition.
    b. As such, the State of Wisconsin has currently waived additional review and permitting of these installations by our Mechanical and Electrical contractors.
2. The proposed installations complete an additional 25% (Data Room #5) of the unfinished shell space. This is comparable to building out a Tenant space in a shell retail or office development.
3. The project is no more complicated for review than other Group IV or V classifications of construction (the parts are larger, more expensive and systems are redundant (duplicates), but the installation is no more complicated) and the cost of the permitting service the City provides (permit fee) should reflect that.
4. Several other municipalities within Dane County take the phases of construction into consideration in their permitting process and are reflected accordingly in their fee structures (see attached).

I appreciate your willingness to work with us on this important economic development matter and look forward to hearing from you at your earliest convenience. As we discussed, irregular permitting delays will significantly and negatively impact our ability to attract new Data Center users to the City of Fitchburg.

Respectfully requested,

Lisa Davenport
Corporate Attorney

Cc: Hank Koch
OneNeck IT Solutions LLC VP, Mission Critical Facilities

Robert Glasgow
OneNeck IT Solutions LLC, Project Manager, Large Facilities

Attachments:
Madison Permit Fee Schedule
Beloit Permit Fee Schedule
Middleton Permit Fee Schedule

INSPECTION FEES

New Buildings and Additions

Note: The fees in the table below are based on the total square footage of the building including all floor levels, attached garages, porches, balconies and decks.

Note: When an application is submitted for a property when only the shell of the building is to be completed, the fee will be calculated at 50% of the total fee for that particular fee group. When an application is submitted for construction of the interior of a building where the shell of the building has been previously granted a permit, the fees shall be based on the square footage of that space and the fee shall be calculated at 50% of the total fee for that particular fee group.

Building Types:

- **Group1:** Residential
- **Group 2:** Arenas, Armories, Assembly Halls, Banks, Barber shops, Beauty shops, Bowling, Cafeterias, Churches, Clinics, Dance Halls, Dry Cleaning, Educational Institutions, Exibition Buildings, Funeral Homes, Gyms, Halls, Hospitals, Hotels, Labs, Libraries, Motels, Natatorium Shelters, Nursing Homes, Offices, Places of Detention, Repair Garages, Restaurants, Retail, Service Garages, Skating Rinks, Taverns, Theaters
- **Group 3:** Factories, Freight Terminals, Mach. Shops, Sewage Plants, Storage Buildings, Storage Garages, Substations, Vaults, Warehouses, and all others not included in Group 1 or 2

Building Type	Building (Minimum Fee of $25.00)	Electricity (Minimum Fee of $10.00)	Plumbing (Minimum Fee of $10.00)	HVAC (Minimum Fee of $10.00)	Total:
Group 1	$.095/sq. ft.	$.075/sq. ft.	$.075/sq. ft.	$.075/sq. ft.	$.32/sq. ft.
Group 2	$.16/sq. ft.	$.10/sq. ft.	$.10/sq. ft.	$.10/sq. ft.	$.46/sq. ft.
Group 3	$.10/sq. ft.	$.05/sq. ft.	$.05/sq. ft.	$.05/sq. ft.	$.25/sq. ft.

Existing Buildings

(Alterations, Repairs, for Building Only and Parking Lots of Over 5 Stalls)

- $11.00 per $1,000.00 or fraction of the estimated cost of the project minus mechanicals. Minimum fee of $25.00.

Miscellaneous

- Accessory bldg used as equip storage $.06/sq. ft. or $25 Min
- Awnings $20.00
- Certificate of Occupancy
  - First Certificate $10.00
  - Each additional Certificate $75.00
  - Zoning only Change of Use $75.00
  - Mobile Home $15.00
  - Mobile Home re-inspection $5.00
- Moving of a structure
  - 20,000 cubic feet or less $250.00
  - each additional 20,000 cu ft $50.00
  - Maximum fee $450.00
- Private detached Garage $.06/sq. ft. or $25 Min
- Private in-ground pool $25
- Razing
  - Single Family Home $150.00

  - Two Family Home $250.00
  - Comm. Bldg first 20,000 cu ft $150.00
  - each additional 20,000 cu ft $100.00
  - Accessory bldg $20.00
- Solar Panels or collector system $21.00
- Street Occupancy Permit $50.00 per 100 ft
- Tents for merchandise display $50.00

Division of Housing Services Building Permits 364-6700

Purpose:
The purpose of the Building Code is to provide minimum standards for the protection of life, limb, health, property, environment, and for the safety and welfare of the general public, consumers, owners and occupants of residential, commercial, industrial and public buildings.

Scope:
Building Code/Permits control all matters concerning the construction, alteration, addition, repair, removal, demolition, use, location, occupancy and maintenance of all buildings and structures and their service equipment and appurtenances located in the city.

Permits:
A permit is required before beginning construction, alteration, repair, improvement, demolition or moving any building or structure, including mobile homes. A permit is also required for the installation of a satellite television antenna, repair and construction of a wireless communication tower or equipment facility. Permits are not required for minor repairs, maintenance, or alterations whose value does not exceed $500.00 and does not change the occupancy, area, structural strength, fire protection, exits, light or ventilation of a building structure. **A Building Permit application and Fence Permit application can be found under permit section of this website.**

BUILDING PERMITS ARE REQUIRED FOR THE FOLLWING WORK:

- New Buildings
- Addition to existing buildings
- Alterations
- Repairs including roofing, siding and all repairs exceeding $500.00 in material costs. (exempt from requiring permits are painting, insulation, decorating and floor coverings)
- Fencing
- Pools exceeding 2 feet in water height
- Signs, Canopies or Marquees
- Decks
- Moving Buildings
- Demolitions
- Early Starts (foundations only)

- Building Permits are good for a period of one year and may be renewed for a $15.00 fee

CITY OF BELOIT
FEE SCHEDULE FOR BUILDING ALTERATIONS, REPAIRS, ROOFING AND SIDING COMMERCIAL/RESIDENTIAL

Project Cost	Fee	Project Cost	Fee
$1,000	$15.00	$21,000	$95.00
$2,000	$19.00	$22,000	$99.00
$3,000	$23.00	$23,000	$103.00
$4,000	$27.00	$24,000	$107.00
$5,000	$31.00	$25,000	$111.00
$6,000	$35,00	$26,000	$115.00
$7,000	$39.00	$27,000	$119.00
$8,000	$43.00	$28,000	$123.00
$9,000	$47.00	$29,000	$127.00
$10,000	$51.00	$30,000	$131.00
$11,000	$55.00	$31,000	$135.00
$12,000	$59.00	$32,000	$139.00
$13,000	$63.00	$33,000	$143.00
$14,000	$67.00	$34,000	$147.00
$15,000	$71.00	$35,000	$151.00
$16,000	$75.00	$36,000	$155.00
$17,000	$79.00	$37,000	$159.00
$18,000	$83.00	$38,000	$163.00
$19,000	$87.00	$39,000	$167.00
$20,000	$91.00	$40,000	$171.00

COMMERCIAL MISCELLANEOUS FEES

FIRE ESCAPES	$15.00
OCCUPANCY OR CHANGE IN PERMIT	$100.00 for Non Residential
SIGN /PERMANENT	See Chapter 30
CANOPIES OR MARQUEES	$0.10 for every sq. ft. or surface area $25.00 Minimum
FAILURE TO CALL FOR AN INSPECTION	$15.00

REHAB PROJECTS EXEMPT ITEMS:
Insulation, Flooring, Carpeting, Painting, and Decorating

No permit required to repair or install: Gutters (only) Roof venting (only) Insulation (only) Painting.

CITY of BELOIT

COMMERCIAL BUILDING PERMIT FEES

$15.00 MINIMUM UNLESS OTHERWISE INDICATED

BUILDING ALTERATIONS AND REPAIRS

COMMERCIAL

1ST $1,000.00 OF VALUE	$15.00
NEXT $49,000 OF VALUE	$4.00 for every $1,000.00 or fraction thereof
$50,000.00 AND OVER	$211.00 plus $3.00 for every $1,000.00 of fraction thereof in excess of $50,000.00

MOVING BUILDINGS

BUILDINGS UNDER 500 SQ. FT. 20' WIDE OR 13' HIGH	$25.00 for each day or fraction of a day building in on public right of way
OTHER BUILDINGS	$50.00 plus $15.00 for each day or fraction of a day building is on public right of way

WRECKING

SMALL COMMERCIAL BUILDINGS OF NOT MORE THAN 3,000 SQ. FT.	$50.00
OTHER BUILDINGS	$50.00 for the 1st 3,000 sq. ft. $5.00 for every 1,000 sq. ft. or fraction thereof in excess of 3,000 sq. ft.

EARLY START

COMMERCIAL & INDUSTRIAL	$75.00
RENEWAL OF PERMIT	$15.00

City of Beloit

COMMERCIAL BUILDING PERMIT FEES
$15.00 MINIMUM UNLESS OTHERWISE INDICATED

NEW BUILDINGS

COMMERCIAL & INDUSTRIAL

1ST 1,000 SQ. FT. OF FLOOR AREA	$150.00
NEXT 9,000 SQ. FT. OF FLOOR AREA	$5.00 for every 100 sq. ft. or fraction thereof (total of all floors)
NEXT 40,000 SQ. FT.	$4.00 for every 100 sq. ft. or fraction thereof (total of all floors)
OVER 50,000 SQ. FT	$2,150.00 plus $2.50 for every 100 sq. ft. or fraction thereof in excess of 50,000 sq. ft.(total of all floors)
PLUS OCCUPANCY	$100.00

UNHEATED COMMERCIAL & INDUSTRIAL BUILDINGS

1ST 10,000 SQ. FT.	$5.00 for every 100 sq. ft. or fraction thereof. No less then $75.00
OVER 10,000 SQ. FT.	$500.00 plus $2.50 for every 100 sq. ft. or fraction thereof in excess of 10,000 sq. ft.
PLUS OCCUPANCY	$100.00

COMMERCIAL ADDITIONS

1ST 1,000 SQ. FT. OF FLOOR AREA	$100.00
NEXT 9,000 SQ. FT.	$5.00 for every 100 sq. ft. or fraction thereof
OVER 10,000 SQ. FT.	$525.00 plus $2.50 for every 100 sq. ft. or fraction thereof in excess of 10,000 sq. ft.
PLUS OCCUPANCY	$100.00

UNHEATED COMMERCIAL & INDUSTRIAL WAREHOUSE & STORAGE

1ST 10,000 SQ. FT. OF FLOOR AREA	$5.00 for every 100 sq. ft. or fraction thereof. Not less than $100.00
OVER 10,000 SQ. FT.	$450.00 plus $2.50 for every 100 sq. ft. or fraction thereof in excess of 10,000 sq. ft.
PLUS OCCUPANCY	$100.00

Town of Middleton

Office of the Inspector of Buildings

195 North Main Street
Middleton, Massachusetts 01949
978-777-2850
FAX 978-774-0718
www.townofmiddleton.org

COMMERCIAL BUILDING PERMIT FEE SCHEDULE

NEW CONSTRUCTION: The permit fees for all new commercial construction, including additions, and accessory buildings are based on the latest fee schedule published by Building Officials Code Administrators (BOCA).
Permit fee=Gross Area x Gross Area Modifier x Type of Construction x Permit Fee Multiplier (.0075).
The latest RS Means Commercial Cost Data will also be used to determine costs of construction when necessary.
Total Permit Fees are collected at the issuance of the Foundation Permit-BOCA Fee
All Building Costs And Fees Will Be Rounded Up

ALL OTHER BUILDING PERMITS

Alterations, Renovations, Remodeling, including Ramps, Demolition, Etc.
$12.00 per thousand for the first $10,000.00 of valuation and $8.00 per thousand thereafter.

PERMIT TYPE	FEES
Minimum Permit Fee	$75.00-Commercial
Swimming Pools, Tennis & Sports Courts	$50.00 Application fee & $15.00 per thousand construction cost
DEMOLITION	**FEES**
Commercial Demolition	$12.00 per thousand for the first $10,000.00 of contract and $8.00 per thousand thereafter- **$100.00-Minimum**
MOVING OF STRUCTURES	**FEES**
a) Large structures (over two story structures)	$300.00
b) One Story and Two Story structures	$200.00
c) Small structures (less than 200 square feet gross floor area)	$100.00
MISCELLANEOUS PERMITS	**FEES**
Chimneys	$25.00 Application fee & $15.00 per thousand construction cost
New Construction HVAC- (Heating Ventilating & Air Conditioning)	$10.00 for the first $10,000 of the value of building cost and $2.00 per thousand of building cost thereafter
Replacement HVAC- (Heating Ventilating & Air Conditioning)	$100.00 Application fee and $15.00 per thousand HVAC construction cost
Re-inspection Fee	$40.00 Per Trip
Duplicate Building Permit or Duplicate Certificate of Occupancy	$50.00
Permit Renewal	$100.00
Extension of Building Permit-(6 month-2x limit)	$100.00 (per time if construction is not started within 6 months)
Reissue of Revoked/Suspended Building Permit	$100.00 (per time)
Zoning Verification Letters	$75.00
Fences For Pools Only	$50.00 Application fee & $15.00 per thousand construction cost
Temporary Trailer for use as office space during rebuild	$100.00
Temporary Construction Trailer-6 month permit	$50.00
Temporary Construction Sign-6 month permit	$100.00
Tents-Commercial	$100.00
Occupancy Permit	$50.00

ANY WORK STARTED WITHOUT OBTAINING A BUILDING PERMIT
WILL BE SUBJECT TO A FINE AND DOUBLE PERMIT FEE

Submitted by admin on Wed, 08/19/2015 - 06:00

Demand for servers fuels growth

By: Scott Girard

Photo by Scott Girard. OneNeck Madison Data Center facility manager Eric Patterson talks about the different server set ups throughout the facility.

Eric Patterson waited for one door to s behind him before scanning his ID car leaning toward a retinal scanning mac get through the next.

Behind that second door were more s features, and the data center's prized possessions: servers.

"Companies come to us when they ha the very core of their business, some technology server or system that absc positively can't ever go down," Patters OneNeck IT Solutions' facility manage explained. "Those companies realize i if their server goes down, they simply tell their customers, 'Sorry, you can't make any transactions.' That goes over pretty poorly."

Security isn't the only feature OneNeck sees as a requirement for it to be successful – although the building is de to withstand an EF3 tornado. OneNeck also has redundancies built in at nearly every turn inside the Nobel Drive center to ensure its systems stay up and running no matter what. Customers are counting on OneNeck to provid reliable, off-site servers and cloud-computing solutions.

"It's our job to think of everything that could impact our customer's liability, and make sure it never happens," Pat said.

Those redundancies include two separate telecommunications rooms with fiber optics running in from four differe directions. There are also backup batteries all around the facility, and two backup generators in case the power g out.

The building itself is run mostly by a computer, though it's staffed 24 hours a day in case of emergencies.

The building's automation, though, is more reliable than humans and can respond much more quickly. For exam Patterson said, if there is a leak in a pipe somewhere, the system can turn off that valve and switch whatever wa running through there into a backup.

"It's determining when it needs to start an air conditioner, or if one of them fails it's shutting that down and startin backup," he explained. "People are one of the biggest causes of problems to our customers. We flip the wrong s we flip the wrong valve."

The company, which has nine data centers around the United States, provides off-site servers for companies tha have the space to house and maintain them. Patterson said having off-site servers is especially important for ind like medicine, where recent years have seen an explosion in what information is kept on computers.

"They're very good at what they do," he said. "They don't know (how big to make a data facility), and they would constantly be running out of space, and expanding it, and running out of space again, and now it's overheating."

The company also provides server solutions to other industries, including financial, retail, manufacturing and government.

OneNeck was created several years ago through a series of acquisitions by Chicago-based Telephone and Data Systems, Inc. Middleton-based TDS Telecommunications Corp., also owned by Telephone and Data Systems, I charge of operations for OneNeck, according to the company's website.

The Fitchburg data center was first constructed in 2008 and was built to have the space for three additions.

"Ultimately, data centers have a very short lifespan," Patterson said. "This allows us to fend that off."

The first of the additions was completed in 2011, and continued demand led to the new construction, expected t completed by early 2016.

"Already the largest commercially available data center in Wisconsin, the build-out will provide another 9,000 squ and increase the total available space in service to more than 50,000 square feet," the company announced in a release at the end of July.

"It validates what we do," Patterson said of the $5.2 million expansion.

The company also began offering cloud-based space in 2012, and has seen rapid growth in that part of the indus works well for industries like retail that need tons of space for a two-month period when shopping is most popula not need it the rest of the year.

The cloud option allows them to avoid investing in physical infrastructure for what amounts to a small window it w needed, Patterson said.

Rate this article:

No votes yet

City of Fitchburg
Building Inspection Department
5520 Lacy Road
Fitchburg, WI 53711

UNIFORM PERMIT APPLICATION

Rec. #10251 8/21/15 RB

PART I To Be Completed By Applicant (please print or type)

JOB ADDRESS (street number & name)	LOT #	SUBDIVISION
5515 Nobel Drive		

PROJECT	☐ NEW BUILDING ☐ ADDITION ☑ ALTERATION OR REPAIR TO EXISTING ☐ MOVING ☐ DEMOLITION ☐ OTHER
BUILDING TYPE	☐ SINGLE FAMILY ☐ DUPLEX ☐ MULTI-FAMILY ☑ COMMERCIAL/INDUSTRIAL ☐ GARAGE/STORAGE ☐ OTHER
WORK TYPE	☐ BUILDING CONSTRUCTION ☑ ELECTRICAL ☐ PLUMBING ☐ HVAC ☐ OTHER

ESTIMATED COSTS (LABOR & MATERIALS)	CONSTRUCTION($)	ELECTRICAL ($)	PLUMBING ($)	HVAC ($)	OTHER ($)	TOTAL ($)
		2,455,000				

JOB DESCRIPTION Adding (2) new electrical services, (6) new UPS's, (20) PDU's, and misc lights and receptacles in existing shell space

OWNER'S NAME	OWNER'S ADDRESS (include zip code)	CONTACT PHONE #
OneNeck IT Solutions	525 Junction Rd Madison WI 53717	608-663-3330

Contractor Name & Type	Lic/Cert#	Mailing Address	Contact Phone# & E-mail
Dwelling Contractor (Constructr.) Name			
Dwelling Contractor Qualifier Name		Dwelling Contractor Qualifier shall be an owner, CEO, COB or employee of Dwelling Contractor	
Electrical Contractor Name: Faith Technologies	250064	22 Transport Ct Madison WI 53704	608-472-2259 rob.guenther@faithtechnologies.com
Plumbing Contractor Name			
Heating/Cooling Contractor Name			

BUILDING FEATURES (NEW BUILDINGS AND ADDITIONS ONLY)		# Of Levels (include basement)	Foundation (concrete, masonry, etc.)	Site Constructed or Pre-Fab
Electrical Service Size (amps)	Overhead or Underground	Water (municipal or private)	Sewer (municipal or septic)	Sanitary Permit # (If applicable)
Attached or Detached Garage	Space Heating (forced, hot water, etc.)	Space Heating Fuel (natural gas, electric.)	Water Heating Fuel	Central Air Conditioning?

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE ABOVE INFORMATION IS CORRECT AND AGREE THAT IN THE PERFORMANCE OF THIS WORK I WILL BE BOUNDED BY AND SUBMIT TO ALL STATUTES OF THE STATE OF WISCONSIN, CONFIRM TO ALL APPLICABLE CODES AND ORDINANCES OF THE CITY OF FITCHBURG AND ABIDE BY ALL RULES AND REGULATIONS PRESCRIBED BY THE BUILDING INSPECTION DEPARTMENT.

SIGNATURE OF APPLICANT	APPLICATION DATE	CONSTRUCTION START DATE
	6-26-15	7-13-15

PART II To Be Completed By Building Official

Application #	Date Approved	PERMITS ISSUED
364-15	7-14-15	☐ BLDG ☒ ELEC ☐ PLBG ☐ HVAC ☐ OTHER

APPROVED BUILDING USE	BUILDING OFFICIAL	W.U.B.P.S#	AREAS (SQ. FT.)	BASEMENTS	LIVING AREA	GARAGE	OTHER
Data Storeage	J. Crook						

PERMIT FEES ($)	BUILDING	ELECTRICAL	PLUMBING	HVAC	ZONING	W.U.B.P.S.	UTILTIY	TOTAL
		44,190-						$44,190-
	WATER IMPACT	FIRE IMPACT	EROSION	PLAN REVIEW	OCCUPANCY	OTHER	OTHER	

CONDITIONS OF APPROVAL THIS PERMIT IS ISSUED PRUSUANT TO THE FOLLOWING CONDITIONS. FAILURE TO COMPLY MAY RESULT IN SUSPENSION OR REVOCATION OF THIS PERMIT OR OTHER PENALTIES.

RECEIVED Aug 26 '15

66.0628 Fees imposed by a political subdivision.

(1) In this section:

(a) "Political subdivision" means a city, village, town, or county.

(b) "Reasonable relationship" means that the cost charged by a political subdivision for a service provided to a person may not exceed the political subdivision's reasonable direct costs that are associated with any activity undertaken by the political subdivision that is related to the fee.

(2) Any fee that is imposed by a political subdivision shall bear a reasonable relationship to the service for which the fee is imposed.

(3) If a political subdivision enters into a contract to purchase engineering, legal, or other professional services from another person and the political subdivision passes along the cost for such professional services to another person under a separate contract between the political subdivision and that person, the rate charged that other person for the professional services may not exceed the rate customarily paid for similar services by the political subdivision.

(4)

(a) Any person aggrieved by a fee imposed by a political subdivision because the person does not believe that the fee bears a reasonable relationship to the service for which the fee is imposed may appeal the reasonableness of the fee to the tax appeals commission by filing a petition with the commission within 60 days after the fee's imposition, as provided under s. 73.01 (5) with respect to income or franchise tax cases, and the commission's decision may be reviewed under s. 73.015. For appeals brought under this subsection, the filing fee required under s. 73.01 (5) (a) does not apply.

(b) With regard to an appeal filed with the tax appeals commission under par. (a), the political subdivision shall bear the burden of proof to establish that a reasonable relationship exists between the fee imposed and the services for which the fee is imposed.

History: 2003 a. 134; 2007 a. 44; 2013 a. 20; 2013 a. 173 s. 33.

Stephen L. Arnold
Introduced by

Mark Sewell
Prepared by

Public Safety
Referred to

September 22, 2015
Date

ORDINANCE 2015-O-29

AN ORDINANCE TO AMEND SEC. 35-31(a) – PERMIT FEES

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

Sections 35-31(a) is hereby amended as follows:

> Sec. 35-31(a). – Fee Schedule. A fee schedule for all permits issued by the building inspection department shall be as set forth in the annual budget appendix fee schedule. The fee schedule shall be kept on file in the building inspector's office and shall be referred to as the "building inspection permit fee schedule." The building inspection permit fee schedule shall be considered a supplement to this article and shall be made available for reference and public inspection during normal business hours. *Notwithstanding the foregoing, in the event the City's work to review plans and grant a permit in a particular construction project is not proportionate to the fee provided in the inspection permit fee schedule, the Director of Public Works may make a special determination to lower or waive the permit fee.*

The ordinance shall take effect upon publication.

Adopted this _____ day of _____, 2015.

Approved by: _____
Stephen L. Arnold, Mayor

Attested by: _____
Patti Anderson, City Clerk

Published:

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred**: Sept 22, 2015** Ordinance Number:
Date to Report Back**: Oct 13, 2015** Resolution Number: **R-101-15**

Sponsored by: Mayor Drafted by:

TITLE: **APPROVING A TYPICAL SECTION FOR THE LACY ROAD RECONSTRUCTION PROJECT FROM THE COMMUNITY CENTER EAST TO S. SYENE ROAD**

Background: See Staff Memo

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Transportation and Transit Commission	Bizjak	Oct 8, 2015	
2	Board of Public Works	Horton	TBD	
3				
4				

Amendments:

Memo

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

To:	Board of Public Works, Transportation and Transit Commission, Common Council
From:	Cory Horton, PE – Director of Public Works Ahna Bizjak, P.E. – Transportation Project Engineer
Date:	Sept 17, 2015
Subject:	Resolution R-101-15, Lacy Road Typical Section

The Lacy Road reconstruction project, from the Community Center east to S. Syene Road, is at a critical point in the schedule. The City has accepted a two million dollar federal grant. In order for this project to avoid the potential loss of the grant funding, a decision is needed on the typical section by the October 13 council meeting. Staff has prepared this resolution in order to meet the minimum requirements of the grant, while being sensitive to the input received by the adjacent homeowners.

There has been a lot of public input on this project, with a variety of requests, concerns, and differing opinions on the project needs. The majority of concerns from adjacent home owners have been related to right-of-way impacts, lack of support for sidewalk or on-street parking, speed compliance, assessment costs, and impacts to trees. This resolution proposes a typical section that omits sidewalk and on-street parking, waives the assessment of the costs driveway aprons and curb and gutter, calms traffic, and minimizes acquisition of additional right of way. The proposed typical section also meets the federal grant requirement to accommodate bicycles and pedestrians.

Currently, staff and the design consultant are not far enough to provide a typical section recommendation for stormwater components. We anticipate that the incorporation of bioswales will be necessary to meet stormwater regulations. The stormwater design will focus on minimizing impacts to the surrounding homeowners.

It should be noted that, although the public opinion survey is still open for participation and the final results have not been prepared, staff has reviewed the preliminary results and is recommending a typical section that is consistent with the results of the survey at this time. Survey results will be compiled and delivered prior to action by commissions or council.

Federal funding is critical to enable sufficient funding for addressing project needs beyond pavement resurfacing. Other project goals include reducing the speed of travel, improving sight distance at driveways and intersections, addressing future traffic growth, and incorporating intersection improvements where needed (turn lanes, roundabout, signal, etc).

The Board of Public Works, Transportation and Transit Commission, and Council will have the ability to weigh in on the design at subsequent meetings once the preliminary plans are developed. Staff's recommendation is to approve Resolution R-101-15 and proceed with this project to take advantage of the available federal funding.

Stephen L. Arnold, Mayor
Introduced by

Public Works
Prepared by

Board of Public Works, Transportation
and Transit Commission
Referred to

Sept. 22, 2015
Date

RESOLUTION R-101-15
APPROVING A TYPICAL SECTION FOR THE LACY ROAD RECONSTRUCTION PROJECT FROM THE COMMUNITY CENTER EAST TO S. SYENE ROAD

WHEREAS, the Capital Improvement Program includes funds to reconstruct Lacy Road from the Community Center east to S. Syene Road, and

WHEREAS, Council passed Resolution R-46-15, Accepting a State/Municipal Agreement for the Reconstruction of Lacy Road including a 50% federal grant for construction costs up to a maximum of $2,000,000, and

WHEREAS, federally funded projects require the design to meet WisDOT standards and the inclusion of bicycle and pedestrian accommodations on reconstruction projects, and

WHEREAS, the City has held 2 public meetings, met with stakeholders, and has conducted a public opinion survey to collect input on the project goals and components of the typical section for the proposed roadway, and

WHEREAS, staff has reviewed the public input and has prepared a recommendation for the Lacy Road typical section, which balances the public input (minimize right-of-way acquisition, improved compliance with speed limit) while meeting the federal policy to include bicycle and pedestrian accommodation, and

WHEREAS, preliminary design will be based on the approved typical section components with additional decisions related to intersection improvements, traffic calming, street lighting, burying of overhead power lines, and storm water treatment methods made at a later date.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Fitchburg Common Council that it approves the staff recommendation for the Lacy Road typical section to include the following components:

- 2-ft curb and gutter (1’ gutter pan with 1’ curb head)
- 2 ~ 10’ travel lanes
- 2 ~ 5’ bike lanes with 2’ buffer
- 1 ~ 10’ shared-use path

BE IT FURTHER RESOLVED, to waive assessments for the initial construction of curb and gutter and driveway aprons as part of this project, and

BE IT FURTHER RESOLVED that staff is authorized to proceed with the design process in a manner that keeps the project on schedule for construction in 2017 and to update the CIP to reflect the construction year and budget based on the approved typical section.

Adopted this _____ day of _____, 2015.

_____
Stephen L. Arnold, Mayor

Approved:

_____

Patti Anderson, City Clerk

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred: **September 22, 2015** Ordinance Number:
Date to Report Back**: October 13th, 2015** Resolution Number: **R-102-15**

Sponsored by: Mayor Drafted by: Parks

TITLE: **A RESOLUTION ADOPTING THE HUEGEL-JAMESTOWN PARK MASTER PLAN UPDATE**

Background: In the fall of 2013, the Park Commission, with assistance from the Planning and Park Departments, in partnership with the City of Madison Park Planning Division, undertook an update master planning process for Huegel-Jamestown Park. The plan will be used by policy makers and city staff to help direct and guide facility, use, and recreation improvements to Huegel-Jamestown Park. This master plan update process involved several opportunities for public comment including a community survey.

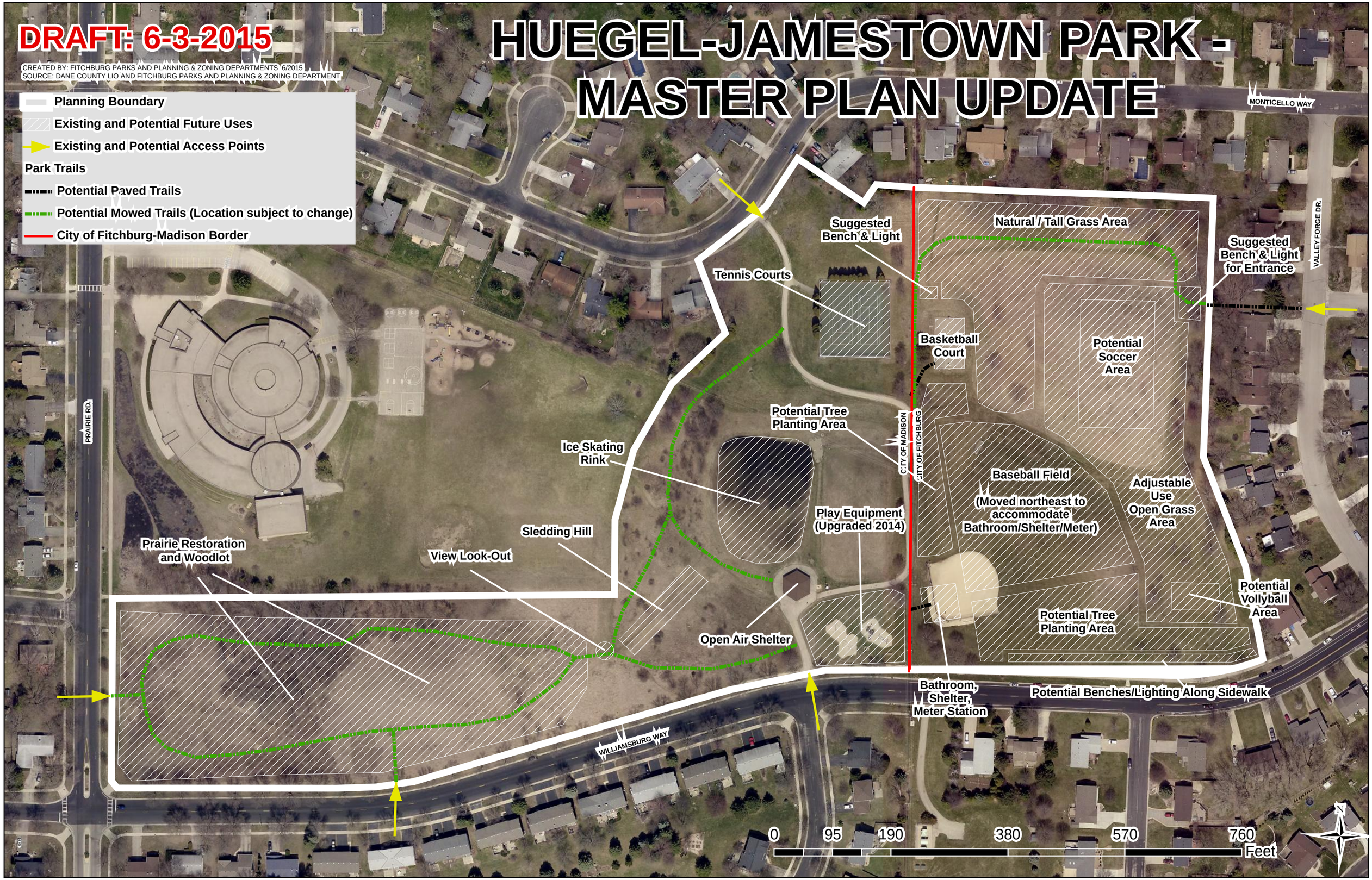
Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Park Commission	Endl	October 1, 2015	

Amendments:

HUEGEL-JAMESTOWN PARK - MASTER PLAN UPDATE

DRAFT: 6-3-2015

CREATED BY: FITCHBURG PARKS AND PLANNING & ZONING DEPARTMENTS 6/2015
SOURCE: DANE COUNTY LIO AND FITCHBURG PARKS AND PLANNING & ZONING DEPARTMENT



Angus
Young
Architecture | Engineering
Interiors | Landscape
Balance in Creativity

Mayor Arnold
Introduced By

Parks Dept.
Drafted By

Park Commissions
October 1, 2015

September 22, 2015
Date

RESOLUTION R-102-15

APPROVING HUEGEL-JAMESTOWN PARK MASTER PLAN UPDATE

WHEREAS, Parks, Recreation and Forestry Department, Planning and Zoning Department, and Park Commission, in partnership with the City of Madison Park Planning Department. have created a Park Master Plan Update for Huegel-Jamestown Park, to be presented to the Common Council and Park Commission for consideration; and

WHEREAS, a public plan development process, including community survey, has been undertaken to create this park plan update; and

WHEREAS, the Park Commission held a public hearing and recommended approval of the document titled: Huegel-Jamestown Park Master Plan Update; and

THEREFORE, BE IT RESOLVED by the Common Council of the City of Fitchburg that it hereby approves the Huegel-Jamestown Park Master Plan Update.

Adopted by the Common Council of the City of Fitchburg, Wisconsin on this 13th day of October, 2015

Approved by: _____
Stephen L. Arnold, Mayor

Attested by: _____
Patti Anderson, City Clerk

City of Fitchburg
Committee of Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred**: 9/22/2015** Ordinance Number:
Date to Report Back**: 10/13/2015** Resolution Number: **R-103-15**

Sponsored by: Mayor Arnold Drafted by: Planning Dept.

TITLE: A RESOLUTION APPROVING AGREEMENT BETWEEN SUB-ZERO WOLF, INC AND THE CITY OF FITCHBURG REGARDING PROVISION OF UTILITY EASEMENTS AND ROAD CONNECTIVITY

Background:
Follow up to R-66-2015 approving street discontinuance, and R-65-15 approving release of utility rights

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Public Works	Horton	10/5/2015	
2				
3				
4				

Amendments:

Agreement between Sub-Zero Wolf, Inc. and the City of Fitchburg Regarding Provision of Utility Easements and Road Connectivity

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

Parcel No's:
060908285752
060908385302
060908385602
060907481902

WHEREAS, The City of Fitchburg recently approved Resolutions which conditionally approved release of utility rights (R-65-2015) as well as discontinuance of Bud's Drive and a portion of Marketplace Drive (R-66-2015) to accommodate building expansion by Sub-Zero Group, Inc. (Sub-Zero), and

WHEREAS, an agreement is necessary to provide obligations for easements and public connectivity prior the discontinuance of the section of Marketplace Drive in R-66-2015, and

WHEREAS, private utility releases, among other requirements, are necessary to be submitted before the utility release and street discontinuance take effect, and

WHEREAS, Sub-Zero has requested approval of a certified survey map, city file number CS-2075-2015 (hereafter CSM), to create lots and dedicate easements and road right-of-way, which CSM was conditionally approved by the Common Council on August 25, 2015, and

WHEREAS, the CSM identifies location of streets and other public improvements required to assist in public service and movement near the property, including an extension of Commerce Park Drive and an east-west street identified in the filed certified survey map as Street A; both streets are hereafter referred to as Sub-Zero Public Improvements (generally identified in Attachment A), and

WHEREAS, to allow for public movement it is necessary to have streets east of the Badger Trail on land owned by a party different from Sub-Zero; these streets include an extension of the Street A of the Sub-Zero Public Improvements across the Badger Trail east to Seminole Highway, as well as a north--south relocation of Marketplace Drive located east of the Badger Trail through a storm water pond located in Outlot 1 Fitchburg Business Park south to the

proposed east-west street which will connect to Seminole Highway (both of which are hereafter referred to as Replacement Streets) the general location of which are identified in Attachment A.

WHEREAS, if the Replacement Streets are not available for public use by the time of the completion of the Sub-Zero Public Improvements, a temporary public access easement is necessary over the proposed Sub-Zero driveway east of the building addition, and west of the Badger Trail to allow sufficient public access until such Replacement Streets are opened for public use.

NOW THEREFORE, in consideration of the above recitals, which are hereby incorporated by reference, the mutual covenants hereinafter set forth, the conditional approval of the utility release and conditional approval of street discontinuance, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree:

1. A Subdivision Improvement Agreement for the provision of new utility easements has been approved, signed by all parties, and recorded.
2. In no case shall the discontinuance of the streets in R-66-2015 occur until private releases of utility rights have been received by the City Planning Department, and the signing and recording of this agreement.
3. Sub-Zero shall cause to be constructed and accepted by the City Council before November 1, 2016 the Sub-Zero Public Improvements as generally noted in Attachment A.
4. In accord with item F of R-66-2015, the existing north-south segment of Marketplace Drive running parallel to the Badger Trail (parcel 3 in Exhibit A of R-66-2015), shall not be discontinued until the Sub-Zero Public Improvements and the Replacement Streets have been completed and are open to the Public.
5. Sub-Zero shall provide a Temporary Access Easement within 10 days of approval of this agreement, acceptable to the city engineer and city attorney. The Temporary Access Easement shall be held by the City Engineer and recorded and take effect if the Replacement Streets have not been constructed, and opened for public use by the time of completion of the Sub-Zero Public Improvements. The Temporary Access Easement shall be over a drive way located on the east side of the proposed building and shall terminate upon the opening of the Replacement Streets for public use east of the Badger Trail. The area of the Temporary Public Access Easement shall be paved and available, if necessary, for public use by the time of the opening of the Sub-Zero Public Improvements.
6. After provision of the Temporary Access Easement as noted in point 5, the Easement shall be sent to Plan Commission and approved by the Common Council.
7. Upon the opening of the Sub-Zero Public Improvements and the Replacement Streets for public use, Sub-Zero shall, within 90 days of the opening of the Replacement streets or the Sub-Zero Public Improvements (whichever comes last), vacate the current Marketplace Drive crossing of the Badger Trail and eliminate all private or public use of such crossing.
8. The CSM as conditionally approved shall have all relevant conditions resolved, any necessary public improvement agreement entered into before the date of signing of the CSM by the City, and the CSM and public improvement agreement recorded before December 15, 2015.

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

_____, 2015.

City of Fitchburg

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: _____

Sub-Zero Wolf, Inc.

By: _____ _____
Scott LaFleur, Chief Operations Officer 4717 Hammersley Road, Madison, WI 53711

STATE OF WISCONSIN)ss.
COUNTY OF DANE

Personally came before me this ____ day of _____, 20____, the above named Scott LaFleur to me known to be the Chief Operations Officer and the person who executed the foregoing instrument and acknowledged the same.

_____

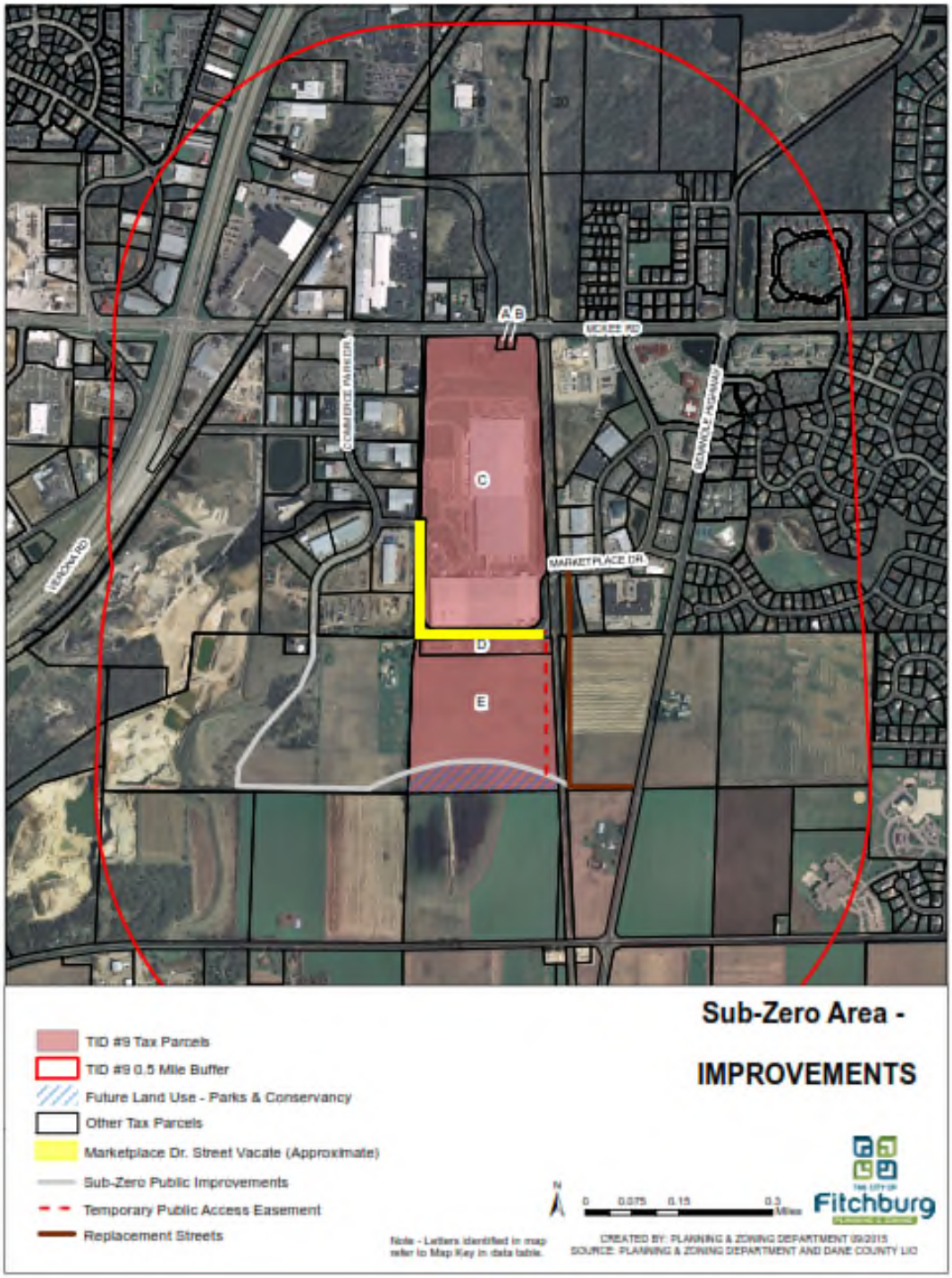
Notary Public, State of Wisconsin

Printed Name of Notary: _____

My Commission Expires: _____

Drafted by: Thomas D. Hovel, City Planner

Attachment A



Stephen L. Arnold
Introduced by

Planning
Drafted by

Public Works
Committee

September 15, 2015
Date

RESOLUTION R-103-15

A RESOLUTION APPROVING AGREEMENT BETWEEN SUB-ZERO WOLF, INC AND THE CITY OF FITCHBURG REGARDING PROVISION OF UTILITY EASEMENTS AND ROAD CONNECTIVITY

WHEREAS, The City of Fitchburg recently approved Resolutions which conditionally approved release of utility rights (R-65-2015) as well as discontinuance of Bud's Drive and a portion of Marketplace Drive (R-66-2015) to accommodate building expansion by Sub-Zero Wolf, Inc. (Sub-Zero), and

WHEREAS, an agreement is necessary to provide obligations for easements and public connectivity prior the discontinuance of the section of Marketplace Drive in R-66-2015.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Fitchburg that it approves the Agreement between Sub-Zero Wolf, Inc. and the City of Fitchburg Regarding Provision of Utility Easements and Road Connectivity

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign the necessary documents relative to the above noted agreement

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

Approved By:_____ _____
Stephen L. Arnold, Mayor

Attested By:_____
Patti Anderson, City Clerk

City of Fitchburg
Committee or Commission Referral

Referral Initiated by: Mayor
Referral Approved by:

Date Referred**: September 22, 2015** Ordinance Number:
Date to Report Back**: November 10, 2015** Resolution Number: **R-104-15**

Sponsored by: Mayor Drafted by: Misty Dodge

TITLE: **A RESOLUTION ADOPTING THE 2016 ANNUAL CITY OPERATING BUDGET**

Background: This resolution introduces the 2016 Annual City Budget for Committee Review and Council consideration.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Finance	Marsh/Dodge	**Work Sessions:** September 28, 2015 and September 29, 2015 **Adoption** November 10, 2015	
2				

Amendments:

2016 Budget

Steve Arnold
Mayor
ADOPTED AT THE
COMMON COUNCIL MEETING
OF JUNE 23, 2015

Month	Day	Date	Planned Action	Persons Involved
			DOR DATES ARE APPROXIMATE	
JUNE				
	Thursday	**June 4**	**Prepare Referral for Schedule**	**Finance Director**
	Tuesday	**June 9**	**Budget Schedule Referred to Finance Committee**	**Mayor**
	Tuesday	**June 23**	**Budget Schedule Adopted by Common Council**	**Mayor, Council**
JULY				
	Friday	**July 17**	**Budget Packets Distributed to Dept Heads**	**Finance Director**
	Friday	**July 31**	**DOR Releases EQ Value, TID Values, New Construction**	
AUGUST				
	Mon-Fri	**August 3-14**	**DRAFT of NEW PROPOSALS for accounting review by Finance Director prior to inclusion in budget proposal being submitted. DEADLINE: Aug. 14**	**Dept Heads Finance Director**
	Tuesday	**August 18**	**DEADLINE: BUDGET PROPOSALS**	**Dept Heads Departmental & Advisory Budgets**
	Wed-Wed	**Aug 19-26**	**Initial Compilation of Requests**	**Finance Director**
	Wednesday	**August 19**	**Library Board recommends Budget**	**Library Board**
	Thurs-Thurs	**Aug 27-Sept 3**	**Presentation of Departmental Budgets to Administrator & Finance Director**	**Administrator, Finance Dir. & Dept Heads**
SEPTEMBER				
	TBD		**ETF releases Pension and Health Rates**	**Finance Director**
	Tuesday	**Sept 1**	**DOR Sends out certified TID Values**	
	Thursday	**Sept 3**	**Prepare Referral for Library Exemption Resolution**	**Library Director**
	As Needed	**Sept 3-11**	**Budget Team Meetings & Departmental follow up as needed**	**Mayor, Administrator & Finance Director**
	As Needed	**Sept 3-11**	**Presentation of New Proposals to Mayor**	**Mayor, Administrator Fin. Director & Dept. Heads**
	Tuesday	**Sept 8**	**COUNCIL to Refer Exemption Resolution to Library Board**	**Library Board**
	Tuesday	**Sept 15**	**DOR Releases Shared Revenue & ERP Payment Estimates**	
	Tues-Tues	**Sept 8-22**	**Compile & Tabulate Mayoral Budget**	**Finance Director & Administrator**
	Tuesday	**Sept 15 (est)**	**DOT Releases Transportation Aids Estimate**	

2016 Budget

Month	Day	Date	Planned Action	Persons Involved
SEPTEMBER (continued)				
	Wednesday	**Sep 16**	**Library Board Approves Exemption Resolution**	**Library Board**
	Thursday	**Sept 17**	**Prepare Referral for 2016 Budget**	**Finance Director**
	Tuesday	**Sept 22**	**COUNCIL to Refer Budget to Finance Committee** **COUNCIL approves Library Exemption Resolution**	**Finance Director**
	Wednesday	**Sept 23**	**Budget Summary & Notice is Sent to Official Newspaper**	**Clerk & Finance Director**
	Wednesday	**Sept 23**	**Email Budget Summary & Notice of Public Hearing to Neighborhood Associations Identified on the City's Website**	**Finance Director**
	Friday	**Sept 25**	**Submit Mayoral Budget to Council**	**Finance Director**
	Friday	**Sept 25**	**Publication of Budget Summary & Notice of Public Hearing**	**(Wis State Journal)**
	Mon-Tues	**Sept 28-29**	**BUDGET PRESENTATION AT FINANCE COMMITTEE WORK SESSIONS (As needed)**	**Mayor, Administrator, Finance Director, Dept Heads Committees, Commissions**
OCTOBER				
	Friday	**Oct 2**	**DOR Releases Computer Exemption Estimates**	
	Tuesday	**Oct 13**	**PUBLIC HEARING**	**COMMON COUNCIL**
	Thursday	**Oct 15 (est)**	**DOR Releases Equated Mfg Assessment Roll/Posts Statistical Reports to Internet**	
	Thursday	**Oct 15**	**4:30 P.M. Deadline–COUNCIL AMENDMENTS (Submit to Finance Director in digital form) (Note deadline moved to close of following day)**	**COMMON COUNCIL**
	Thursday	**Oct 15**	**FitchRona EMS Annual Mtg, Budget Adoption FitchRona**	
	Monday	**Oct 19**	**Report on Fiscal Impact of Council Amendments submitted for Council Review**	**Finance Director**
	Wednesday	**Oct 28**	**Committee of the Whole Discussion of the 2016 Budget and Amendments**	**COMMON COUNCIL**
NOVEMBER				
	Tues-Wed	**Nov 10-11**	**ADOPT 2016 BUDGET & SET LEVY (Two nights only if needed)**	**COMMON COUNCIL**
	Tuesday	**Nov 24**	**(Alternate Adoption Date if required)**	

Note: Amendments from Finance Committee/Council are underlined.

Patrick Stern, Finance Chair
Introduced by

Staff
Drafted by

Finance, Committee of the Whole
Committees

September 22, 2015
Date

RESOLUTION R-104-15
ADOPTING THE 2016 ANNUAL CITY OPERATING BUDGET

WHEREAS, the Mayor has prepared and the Finance Committee has reviewed the proposed budget of the City of Fitchburg for the year 2016; and

WHEREAS, a Summary of the Budget and Notice of Public Hearing was published on September 25, 2015; and

WHEREAS, a public hearing was held on the budget on October 13, 2015 by the Common Council; and

WHEREAS, the Common Council has examined the budget and various items therein and finds the budget as presented and amended to date of this Resolution to represent the income anticipated and the expenditures for the various departments by major category as set forth therein;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Fitchburg, Dane County, Wisconsin does approve the following:

SECTION 1. **2016 Budget Adopted.**
There is hereby adopted the 2016 Budget for the City of Fitchburg and appropriated out of the receipts of the City of Fitchburg for the year 2016, including monies received from the general property tax levy, special assessments, fee schedule and other sources of revenue as therein provided, for the various purposes therein specified, the amounts set forth in said Budget presented, or attached thereto or referenced by it.

SECTION 2. **Tax Levy Adopted**
There is hereby certified to the City Clerk, a general property tax levy in the amount of $_____ on all of the taxable property within the City of Fitchburg for the year 2015 for the uses and purposes set for as expenditures in the Budget hereby adopted.

SECTION 3. **City Clerk Directed to Spread Tax on Roll.**
The City Clerk is hereby authorized and directed to spread the tax levied herein on the tax roll of the City of Fitchburg for the year 2015.

Approved this 10th day of November, 2015

APPROVED:_____
Stephen L. Arnold, Mayor

DATE: November 10, 2015

ATTEST:_____
Patti Anderson, City Clerk

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred**: September 22, 2015** Ordinance Number:
Date to Report Back**: October 27, 2015** Resolution Number: **R-105-15**

Sponsored by: Mayor Drafted by: Public Works

TITLE: **A RESOLUTION APPROVING THIRD-PARTY FINANCING AND OWNERSHIP OF SOLAR PHOTOVOLTAIC PANELS ON THE FITCHBURG PUBLIC LIBRARY ROOF**

Background:
The Fitchburg Public Library roof was designed in 2010 to accommodate a ballasted solar photovoltaic (PV) system, and electrical conduits were installed to connect the panels to the library's electrical system. At that time, a 50 kilowatt (kW) solar PV system was designed using Solyndra PV panels. Solyndra's demise and concerns about the roof warranty being invalidated led to the delay of the Library solar project. Plans were made to pursue solar PV once prices dropped in the future. Since 2010, PV prices have been cut nearly in half, but incentives through Focus on Energy, a State of Wisconsin energy incentive program, have also declined dramatically.

Because Focus on Energy grants have declined and are expected to end in 2015, the City's Solar Team evaluated financing the Library Solar Project through a third-party investor who is eligible for a 30% federal tax credit that is available only to businesses, and is set to expire at the end of 2016. The City of Monona used this option to fund 100kW of solar energy on four facilities in 2013.

Under this model, a solar broker is hired to find an investor who pays all the upfront costs of design and construction as well as operation and maintenance costs. The investor owns the system, but the City may also negotiate to purchase the system at half price after the federal tax credits are realized in five to six years. There is no cost to the City other than staff time to plan and coordinate the project. The City also will also save an estimated 50% in energy costs from energy generated on site.

Third-party financing provides the City a low-risk solution at a reduced cost as well all the extra benefits of solar energy like meeting our 25x25 Energy Independence Communities commitment and broader environmental goals. MGE electricity rates are projected to increase, so having a larger renewable energy portfolio will provide more certainty and help the City keep energy costs down.

The City of Monona led a tour of their solar project in August 2015 and also shared key information on roof warranty issues. After reviewing City of Fitchburg's roof warranty through Firestone, the City learned that the roof warranty would not be invalidated by placing solar panels on top of the roof using a ballast design. The ballasted system (racks holding panels) are set on top of roof and do not puncture the membrane. (The solar equipment actually prolongs the life of the roof by shielding it from sun, rain and hail.) The City may need to negotiate an extended warranty to accommodate solar panels, similar to City of Monona. Terms may include roof inspections one day before and one day after solar installation as well as annual inspections.

Next steps would include:

- Negotiating a connection agreement with Madison Gas & Electric
- Negotiating a warranty continuance letter from Firestone
- Coordinating with Fitchburg Design Center committee
- Hiring a solar project broker

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	10/7/15	
2	Finance Committee	Dodge	10/13/15	
3	Library Board	Rawson	10/21/15	
4				

Amendments:

Mayor
Introduced by

Public Works
Prepared by

Library, Public Works, Finance
Referred to

September 17, 2015
Date

RESOLUTION R-105-15

RESOLUTION APPROVING THIRD-PARTY FINANCING AND OWNERSHIP OF SOLAR PHOTOVOLTAIC PANELS ON THE FITCHBURG PUBLIC LIBRARY ROOF

WHEREAS, The City of Fitchburg has an opportunity to partner with a private investor who would own solar photovoltaic panels on the Fitchburg Public Library roof. The investor owner pays all upfront costs of design, installation and maintenance in order to receive federal tax credits available only to businesses. There would be no cost to the City other than staff time.

WHEREAS, The Fitchburg Public Library will realize a nearly 50 percent cut in energy costs based on the amount of solar energy produced and used on site; and

WHEREAS, The Library solar panels will help the City of Fitchburg meet its commitment to produce 25% of its energy from renewable resources by 2025 through its resolution to join the State of Wisconsin's 25x25 Energy Independent Community Partnership,

WHEREAS, The Fitchburg Public Library is solar ready with a roof designed to accommodate the weight of ballast-style solar panels, and with electrical conduits already in place to connect solar panels; and

WHEREAS, Federal solar tax credits that cover 30% of total project expenditures will expire on Dec. 31, 2016; and

WHEREAS, the project may require some outside assistance in the event the City does not have sufficient staff time available.

NOW BE IT HEREBY RESOLVED, BY THE Fitchburg Common Council that it authorizes staff to negotiate a third-party financing agreement for an investor owner to design, install, operate and maintain ballast-style solar photovoltaic panels on the Fitchburg Public Library roof.

BE IT FURTHER RESOLVED, by the Fitchburg Common Council that it will authorize staff to negotiate an extended roof warranty with Firestone Building Products.

Adopted this _____ day of _____, 2015.

_____
Patti Anderson, City Clerk

_____
Stephen L. Arnold, Mayor

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred**: September 22, 2015** Ordinance Number:
Date to Report Back**: October 13, 2015** Resolution Number: **R-107-15**

Sponsored by: Alders Patrick Stern and Carol Poole Drafted by: Alder Patrick Stern

TITLE: A Resolution Creating a Police Station Oversight Committee

Background: In a city council meeting our body was informed by the mayor that since the police station was no longer in the CIP, staff would not be allowed to begin working on a master plan for this facility.

This resolution would allow a proper evaluation process and any subsequent work to go on in a timely and responsible manner. These steps are needed well ahead of our projected construction so that we can be ready to propose the best site plan option and move forward on constructing the facility responsibly.

It is only reasonable to approve this prior preparation for one of the most expensive initiatives that the city has ever undertaken. This should be placed at a high priority level. This resolution does just that.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Public Safety & Human Services	Anderson	October 13, 2015	
2				
3				
4				

Amendments:

Alders Carol Poole and Patrick Stern
Introduced by

Patrick Stern
Prepared by

Public Safety & Human Services
Referred to

September 22, 2015
Date

RESOLUTION R-107-15

A RESOLUTION ESTABLISHING A POLICE AND MUNICIPAL BUILDING OVERSIGHT COMMITTEE TO BE APPOINTED BY THE COUNCIL PRESIDENT

WHEREAS, the City of Fitchburg and particularly its police staffing levels have increased since the building of City Hall; and

WHEREAS, there is no currently accepted plan or policy directive to add space and facilities to both the Municipal staff and Police departments, and no policy directive will be allowed by the current administration; and

NOW BE IT HEREBY RESOLVED, BY THE Fitchburg Common Council that it authorizes the following:

1. An Ad-hoc Police station construction oversight committee shall be established.
2. The Council President shall appoint a committee of 12 members: 3 lay-persons, 3 staff persons, 3 experts in planning, design or construction, 1 Alder from Public Safety, 1 Alder from Finance, and the council president or his designee.
3. Staff shall attend and oversee this committee as it would any other ad-hoc committee, and shall not be prevented to do so by administrative act.
4. The committee shall attempt to meet bi-monthly, and then monthly or as needed as the project moves forward
5. The committee shall deliver in a timely fashion a deliverable plan for next steps with the purpose of building or expanding a police or municipal building for construction year 2022.
6. This committee shall adhere to all other rules set forth for Ad-hoc committees in the Fitchburg General Ordinances.

Adopted this _____ day of _____, 2015.

_____
Patti Anderson, City Clerk

_____
Stephen L. Arnold, Mayor

City of Fitchburg
Committee of Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred**: September 22, 2015** Ordinance Number:
Date to Report Back**: October 13, 2015** Resolution Number: **R-108-14**

Sponsored by: Mayor Drafted by: Public Works

TITLE: **AUTHORIZING PURCHASE OF PLOW TRUCK EQUIPMENT**

Background: By resolution R-31-15, a replacement plow truck chassis was approved in the amount of $85,552 with a trade in of $25,000. This left a budget of $74,448 for the truck equipment build out. The required equipment for the plow chassis included the plow, dump body, wing, tailgate spreader and hydraulic system.

Public Works staff prepared equipment specification for the previously approved cab and chassis; and a legal notice was placed in the Wisconsin State Journal, and the equipment was publicly bid through DemandStar.

This year we received two bids for the truck equipment. The lowest bid from Madison Truck Equipment meets specifications. The lowest bid from Madison Truck Equipment including the alternate is $72,792.00. This package will keep the truck equipment consistent with what Fitchburg has used in the past.

Staff's recommendation is to award the contract to Madison Truck Equipment in the amount of $72,792.00

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	October 7, 2015	
2	Finance	Dodge	October 13, 2015	

Amendments:

Bids Received: *Date: September 4, 2015*
Time: 11:00 a.m.

2015 Proposals for Snow Plow & Truck Equipment -2015 International Diamond Spec 7400
CITY OF FITCHBURG, WISCONSIN

2015 International Diamond Spec 7400				Monroe Truck Equipment 1051 West 7th Street Monroe, WI 53566	Madison Truck Equipment, Inc. 2410 South Stoughton Road Madison, WI 53716
	Bid Item	Quantity			
	Monroe 12ft Reversible Plow with 8ft Patrol Wing	1		$25,630.000	
	Monroe 12ft Reversible Plow with 8ft Patrol Wing. Tailgate Spreader, Box & Hoist, and Hydraulic System, Pre Wet	1		$47,877.000	
	Universal UTA 12ft Reversible Plow with 8ft Patrol Wing	1			$22,039.00
	Universal 12ft Reversible Plow with 8ft Patrol Wing. Swenson Tailgate Spreader, Heil DuraClass Box & Hoist, and Hydraulic System, Pre Wet (Vari-Tech)	1			$50,753.00

Stephen L. Arnold, Mayor
Introduced by

Public Works
Prepared by

Board of Public Works and Finance
Referred to

September 22, 2015
Date

RESOLUTION R-108-15
AUTHORIZING PURCHASE OF
PLOW TRUCK EQUIPMENT

WHEREAS, the 2015 Capital Equipment Budget included funding for the replacement of plow truck equipment; and

WHEREAS, by Resolution R-31-15, the Common Council approved the purchase of a International Diamond Spec Cab and Chassis; and

WHEREAS, the Public Works staff prepared equipment specifications for a plow, wing, hitch, tailgate spreader, box, pre wet, hoist and hydraulic system for the previously approved cab and chassis; and

WHEREAS, a legal notice was placed in the Wisconsin State Journal, and potential bidders were notified through DemandStar; and

WHEREAS, on September 4, 2015, at 11:00 a.m., two bids were received and opened; and

WHEREAS, the lowest bid from Madison Truck Equipment with the addition of the alternate meets the specifications;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Common Council of the City of Fitchburg, Dane County, Wisconsin, hereby approves the purchase of the 12 foot reversible plow and front hitch, 8 foot patrol wing, rear hitch, tailgate spreader, box & hoist, pre wet and hydraulic system from Madison Truck Equipment in the amount of $72,792.00.

Adopted this __th day of October, 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: **August 25, 2015** Ordinance Number: **2015-O-30**
Date to Report Back**: September 22, 2015** Resolution Number:

Sponsored by: Mayor Drafted by: Planning / Zoning

TITLE: ZONING ORDINANCE AMENDMENT APPROVING REZONING REQUEST RZ-2077-15 BY BOB SIEGER, WITH AUTHORIZATION FROM JOANNE JENSEN AND ERNEST SCHUPENBACH, TO REZONE A PORTION OF PROPERTY FROM THE A-T (TRANSITIONAL AGRICULTURE) AND R-M (RESIDENTIAL – MEDIUM DENSITY) DISTRICTS TO THE R-H (RESIDENTIAL – HIGH DENSITY) AND A PORTION OF PROPERTY TO THE P-R (PARK & RECREATION) DISTRICT ON PROPERTY ASSOCIATED WITH 3046 AND 3048 ANDERBERG DRIVE.

Background: Rezone request, RZ-2077-15, by Bob Sieger, agent for Crespt LLC, to rezone from the A-T (Transitional Agriculture) and R-M (Residential – Medium Density) districts to the R-H (Residential – High Density) and P-R (Park & Recreation) districts, property along Anderberg Drive, associated with 3046 & 3048 Anderberg Drive and a possible conditional use permit to allow for more than two multi-family buildings per lot.

Applicant is requesting approval to rezone property along Anderberg Drive. There are four parcels associated with the project; the northern 3 parcels are proposed to be rezoned to R-H (Residential – High Density) to allow for 12 dwelling units in 3 buildings; the southern parcel is proposed to be rezoned to P-R (Park & Recreation). While there are three parcels for the multi-family development, parcel B is proposed to contain a portion of all three buildings and may require a conditional use permit.

Note: A Comprehensive Plan Amendment on these parcels is before the Council for action on August 25, 2015. This request follows this amendment.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Plan Commission	Hovel/Badtke	Sept. 15, 2015	

Amendments:

2015 Fee: $580.00

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

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

1. **Location of Property/Street Address:** Anderberg Dr.

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

See Attached.

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

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

12 Unit Apartment Project.

3. **Proposed Development Schedule:** Fall 2015

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

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

Type of Residential Development (If Applicable): Affordable/Designer Units.

Total Dwelling Units Proposed: 12 **No. Of Parking Stalls:** 31

Type of Non-residential Development (If Applicable):

Proposed Hours of Operation: **No. Of Employees:**

Floor Area: 14,976 **No. Of Parking Stalls:**

Sewer: Municipal ☒ **Private** ☐ **Water: Municipal** ☒ **Private** ☐

Current Owner of Property: Under Contract w/ Crespt LLC.

Address: 73 White Oaks Ln. **Phone No:** 608 347 7332

Contact Person: Bob Sieger

Email: siegerarchitects@sbcglobal.net.

Address: **Phone No:**

Respectfully Submitted By: [signature] ROBERT J. SIEGER

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

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

For City Use Only: **Date Received:** 8/10/15 **Publish:** _____ and _____

Ordinance Section No. **Fee Paid:** $580.00

Permit Request No. RZ-2077-15 R#1-10245

EXHIBIT A

Commitment No.: **115030060**

Parcel A:
Part of the Northwest 1/4 of the Northwest 1/4 of Section 1, Township 6 North, Range 9 East, in the City of Fitchburg, Dane County, Wisconsin, described as follows: Beginning in the centerline of U.S. Highway 13 which is 1599.6 feet Southeasterly from intersection of centerline with North line of section extended; thence North 67°15' East, 17.8 feet to the point of beginning; thence North 23°51' East, 84.2 feet; thence North 68°38' East, 137.9 feet; thence South 16°03' East to a point North 67°15' East, 200 feet from the point of beginning; thence South 67°15' West, 200 feet to the point of beginning.

Parcel B:
Part of the fractional Northwest 1/4 of the Northwest 1/4 of Section 1, Township 6 North, Range 9 East, (Township of Fitchburg), now in the City of Fitchburg, Dane County, Wisconsin, described as follows: Beginning at a point in the center of U.S. Highway 13 which is 1599.65 feet Southeasterly from the point of intersection of said center line of said U.S. Highway 13 with North line of said Section 1 extended; thence South 29°06' East, 97.1 feet along said center line; thence North 67°15' East, 178 feet to the center of an old highway; thence North 16°03' West, 96.8 feet along the center line of said highway; thence South 67°15' West, 200 feet to the place of beginning.

Parcel C:
Part of the West 1/2 of the Northwest 1/4 of Section 1, Township 6 North, Range 9 East, in the City of Fitchburg, Dane County, Wisconsin, and which is more particularly described as follows: Commencing at the intersection of the North line of Section 2, Township of Fitchburg, and the center line of U.S. Highway 14; thence Southeasterly along said center line of highway, 1696.75 feet to the point of beginning of this description; thence North 66°25' East, 178.5 feet to the center line of an old road; thence South 15°16' East along said center line of old road, 120.2 feet; thence Westerly to a point in the center line of U.S. Highways 13 and 14, that is North 29°06' West, 350 feet from the center of the Concrete Bridge spanning Nine Springs Drainage Ditch; thence North 29°06' West along said center line of highway, 98.7 feet to the point of beginning.

Parcel D:
Part of the West 1/2 of the Northwest 1/4 of Section 1, Township 6 North, Range 9 East, (Township of Fitchburg), now in the City of Fitchburg, Dane County, Wisconsin: Commencing at the centerline of highway at a point, which is 2170 feet South from the North line of the Township of Fitchburg; thence North 0°41' East, 202.4 feet along center line of old road; thence North 11°23' West, 147.6 feet along the center line of old road; thence Westerly 150 feet to the center of U.S. Highways 13 and 14; thence Southeasterly 350 feet along the centerline of said U.S. Highways 13 and 14 to the point of beginning.

August 29, 2015

Susan Badtke

City of Fitchburg Planning Department

5520 Lacy Road

Fitchburg, WI 53711-5318

RE: 3046-48 Anderberg Drive RZ-2077-15

We have reviewed Robert Sieger's request for rezoning of 3046-48 Anderberg Drive, Fitchburg, to R-H and P-R as submitted to your department on about August 18, 2015 and referred to the Plan Commission on August 25, 2015. As owners of the property, we support this request for re-zoning.

Joanne V. Jensen

Joanne Jensen, Trustee for the Jensen Revocable Trust, property owner

Ernest Schuepbach

Ernest Schuepbach, Personal Representative for Franklin D. Schuepbach, property owner

BUILDING INFORMATION:

DESCRIPTION: (1) 4-UNIT APARTMENT BUILDING "A"
(1) 4-UNIT APARTMENT BUILDING "B"
(1) 4-UNIT APARTMENT BUILDING "C

SITE AREA: 41,406 sq. ft.

UNIT AREA: BUILDING "A-B-C" - (each unit-2 Bedroom)
1st flr= (w/ garage) 576 SF 2nd flr= 672 sq. ft = 1480

TOTAL ENCLOSED SF **Units = 14,976 sq. ft.**

OCCUPANCY CLASSIFICATION: Residential, R-2

CLASS OF CONSTRUCTION: Type VB

BUILDING HEIGHT: 22'-9"

FIRE PROTECTION: Building shall have smoke detectors and fire alarms per governing code. Life safety per 2000 NFPA 101 Life safety code. SPRINKLERS PER NFPA 13R

SITE INFORMATION

Residential Multifamily

41,406 sq.ft SITE AREA .

(12) 2-BEDROOM- 672 sf
(EXCLUDING GARAGE)
(12) 2 CAR GARAGE - 576 SF

12 UNITS (24 BEDROOMS)
576 SF/UNIT FOOTPRINT-2BEDR

TOTAL: 6,912 sq.ft. = 16.6% SITE COVERAGE

PERVIOUS AREA: 29650 sq.ft. (71.7%)

IMPERVIOUS AREA: 11,756 sq.ft. (28.3%)

IMPERVIOUS AREA:

STAINED CONC = 3330 SF
CONC PARKING = 1334 SF
DUMPSTER PAD = 180 SF
BLDG FOOTPRINT = 6912 SF

TOTAL 11,756 sq ft

PARKING STALLS

GARAGES = 24 STALLS
ON SITE = 7 STALL (1 ADA)

LOT A = 7191 SF
LOT B = 12,147 SF
LOT C =11, 068 SF
LOT D = 11,000 SF (TO BE PARK LAND)

PROJECT

12 UNIT E-WAY VIEW APARTMENTS

ANDERBERG DRIVE
FITCHBURG, WI

DEVELOPER/OWNER
SALiving
P.O Box 45724
Madison, WI 53744

Phone: 608 274-3121
email: siegerarchitects@sbcglobal.net

ARCHITECT

SiegerARCHITECTS
73 Whie Oaks Ln
Madison, WI 53711
Phone: 608.347.7332
email: siegerarchitects@sbcglobal.net
Bob Sieger

PROJECT #
1510

CITY OF FITCHBURG PLANNING COMMISSION REZONING REQUEST

AUGUST18, 14, 2015

SHEET INDEX

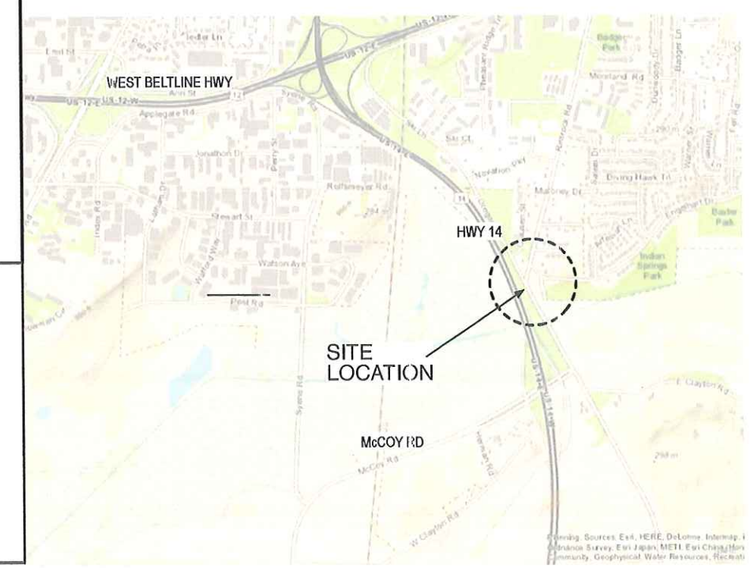
C1.0 Existing Site Survey (JSD Engr.)
C1.0a Existing Site Arial Photo
C1.0b Existing Site Photos
C1.0 Existing Site w/ Multi Family setbacks
C1.1 Proposed Site Plan
C1.4 Grading - Utility Concept -

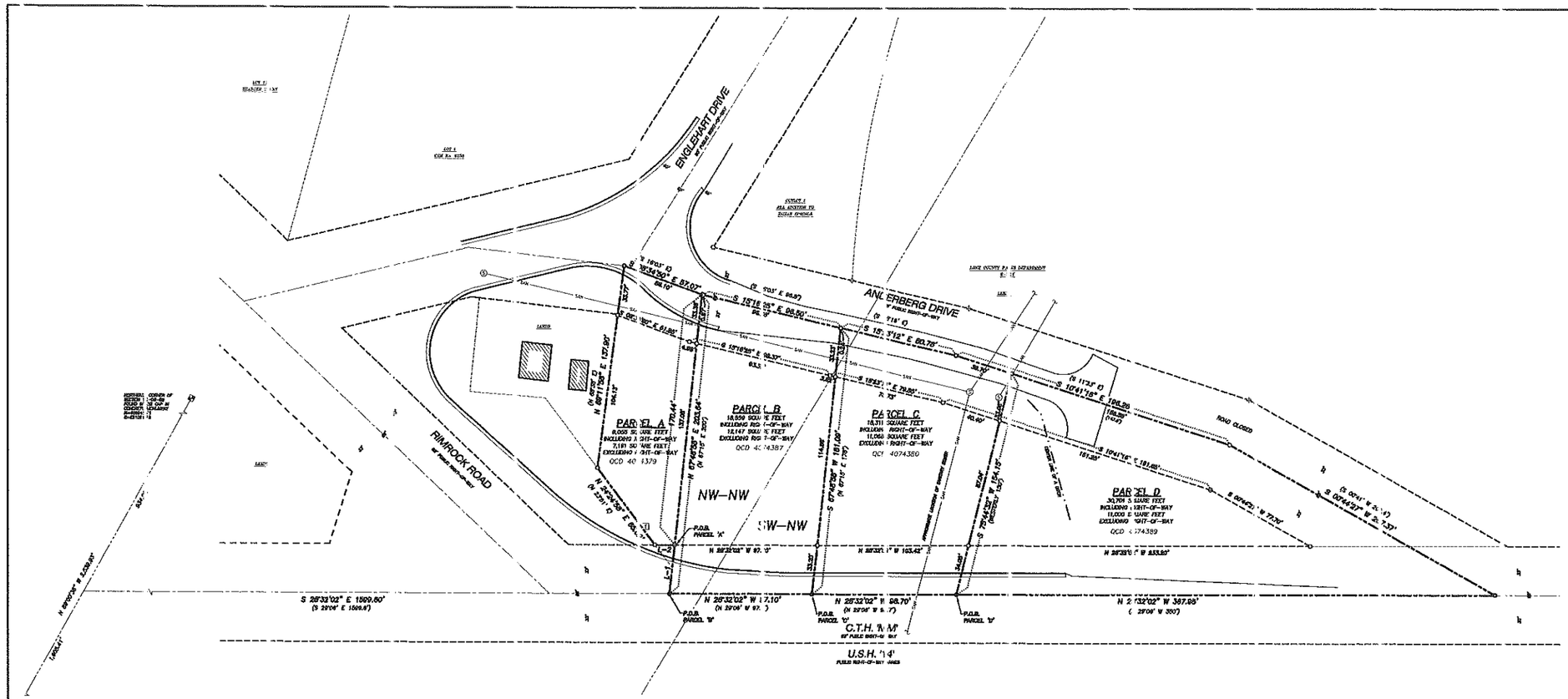
C1.5 Landscaping Plan
C1.6 Lighting Plan

C2.1 Architectural Site Details
C2.2 Landscape Details

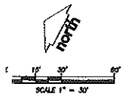
A1.1 Unit Floor Plans
A4.1 Front / Side / Rear Elevations

Attached lighting cut sheets





LINE TABLE		
LINE	BEAR NG	DISTANCE
L-1	N 6°58'04" E	33.93'
L-2	N 73°[illegible]	[illegible]
L-3	N 31°04'[illegible]	13.26'



LEGEND

- GOVERNMENT CORNER
- 2" IRON PIPE FOUND
- ALUMINUM CAP FOUND
- 3/4" x 24" REBAR SET (1.50 LBS/LF)
- COTTON SPINDLE SET
- M.A.G. NAIL SET
- SANITARY MANHOLE
- TELEPHONE PEDESTAL
- PARCEL BOUNDARY
- RIGHT-OF-WAY LINE
- CENTERLINE
- PLATTED LOT LINE
- SECTION LINE
- SANITARY SEWER
- BUILDING
- EDGE OF BITUMINOUS
- CONCRETE CURB & GUTTER
- DITCH LINE
- ( ) RECORDED INFORMATION

NOTES

1. FIELD WORK PERFORMED BY JSD PROFESSIONAL SERVICES, INC. ON MAY 10, 2013.
2. BEARINGS FOR THIS SURVEY AND MAP ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM, (WCCS), DANE COUNTY.
3. THESE PARCELS ARE SUBJECT TO ALL EASEMENTS AND AGREEMENTS, BOTH RECORDED AND UNRECORDED.

LEGAL DESCRIPTION (AS FURNISHED)–PARCEL A

QUIT CLAIM DEED, DOCUMENT No. 4074379

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 6 NORTH, RANGE 9 EAST, IN THE CITY OF FITCHBURG, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: BEGINNING IN THE CENTERLINE OF U.S. HIGHWAY #14 WHICH IS 1599.6 FEET SOUTHEASTERLY FROM INTERSECTION OF CENTERLINE W/ NORTH LINE OF SECTION EXTENDED; THENCE NORTH (RECORDED AS SOUTH) 87 DEGREES 15 MINUTES EAST (RECORDED AS WEST), 17.8 FEET; THE POINT OF BEGINNING; THENCE NORTH 23 DEGREES 51 MINUTES EAST, 84.2 FEET; THEN E NORTH 66 DEGREES 38 MINUTES EAST, 17.8 FEET; THENCE SOUTH 16 DEGREES 0. MINUTES EAST (RECORDED AS WEST) TO A POINT NORTH 87 DEGREES 15 MINUTES EAST 17. 200 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 15 MINUTES W 17. 200 FEET TO THE POINT OF BEGINNING.

SUBJECT TO HIGHWAYS.

TAX KEY NO: 225/0609-012-6820-8

LEGAL DESCRIPTION (AS FURNISHED)–PARCEL B

QUIT CLAIM DEED, DOCUMENT No. 4074387

PART OF THE FRACTIONAL NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 6 NORTH, RANGE 9 EAST, CITY OF FITCHBURG, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER OF U.S. HIGHWAY #14 WHICH IS 1599.60 FEET SOUTHEASTERLY FROM THE POINT OF INTERSECTION OF SAID CENTER LINE OF U.S. HIGHWAY #14 WITH THE NORTH LINE OF SAID SECTION 1 EXTENDED; THENCE SOUTH 26 DEGREES 32 MINUTES EAST, 97.1 FEET ALONG SAID CENTER LINE; THENCE NORTH 87 DEGREES 15 MINUTES EAST, 17.8 FEET TO THE CENTER OF AN OLD HIGHWAY; THENCE NORTH 16 DEGREES 33 MINUTES WEST, 84.8 FEET ALONG THE CENTER LINE OF SAID HIGHWAY; THENCE SOUTH 87 DEGREES 15 MINUTES WEST, 200 FEET TO THE PLACE OF BEGINNING.

TAX KEY NO: 225/0609-012-6830-6

LEGAL DESCRIPTION (AS FURNISHED)–PARCEL C

QUIT CLAIM DEED–DOCUMENT No. 4074380

PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 6 NORTH, RANGE 9 EAST, IN THE CITY OF FITCHBURG, DANE COUNTY, WISCONSIN, AND NO. 21 IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SECTION 2, TOWNSHIP 6 NORTH OF FITCHBURG, AND THE CENTER LINE OF U.S. HIGHWAY #14; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF HIGHWAY, 1599.9 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 84 DEGREES 23 MINUTES EAST, 178.0 FEET TO THE CENTER LINE OF AN OLD ROAD; THENCE SOUTH 15 DEGREES 16 MINUTES EAST ALONG SAID CENTER LINE OF OLD ROAD, 120.2 FEET; THENCE WESTERLY TO A POINT IN THE CENTER LINE OF U.S. HIGHWAY 14 & 14, THAT IS NORTH 26 DEGREES 32 MINUTES WEST, 200 FEET FROM THE CENTER OF THE CONCRETE BRIDGE SPANNING NINE SPRINGS DRAINAGE DITCH; THENCE NORTH 26 DEGREES 32 OR MINUTES WEST ALONG SAID CENTER LINE OF HIGHWAY, 167 FEET TO THE POINT OF BEGINNING.

SUBJECT TO HIGHWAYS.

TAX KEY NO: 225/0609-12-6850-2

LEGAL DESCRIPTION (AS FURNISHED)–PARCEL D

QUIT CLAIM DEED–DOCUMENT No. 4074389

SEC 1-6-9 PRT NW/4 NW /4 COM QL VERT AT VT BRGN 16 ZEYP FT. 1 FROM N LN TRN TH NOOD4TIMNE 202.4 T HTI VEGSMNW 147.8 FT NLY 100 FT SLY 300 FT ALS QL TO POBL CITY OF FITCHBURG, DANE COUNTY, WI

TAX KEY NO: 225/0609-12-6000-8

SURVEYOR'S CERTIFICATE

I, JOHN KREBS, WISCONSIN REGISTERED LAND SURVEYOR NO. S-1878, HEREBY CERTIFY THAT THIS PLAT OF SURVEY AND MAP IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF IN ACCORDANCE WITH THE INFORMATION PROVIDED.

JOHN KREBS, S-1878
REGISTERED LAND SURVEYOR

DATE

PREPARED FOR:

JOANNE JOCHUM
2832 S. PIPER ROAD
MADISON, WI 53711

DRAWN BY	JK	DATE	05-09-2013
CHECKED BY	PRK	DATE	05-24-2013
APPROVED BY	CWR	DATE	05-24-2013
FILENAME	K:\2013\133587\Dwg\133587-PLOS.dwg		

REVISION NO.	DESCRIPTION	DATE	BY

PLAT OF SURVEY

PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 06 NORTH, RANGE 09 EAST, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners
161 NORTH DRIVE, SUITE 101
VERONA, WISCONSIN 53593
608.845.9500 FAX 845.2820

PROJECT NO. 13-858
FILE NO. E-154
SURVEYOR: JK
F.B. NO./PG: 225/18
SHEET NO: 1 OF 1

PLOT DATE: 5/21/2013 10:35:15 AM

architect: SIEGER ARCHITECTS ARCHITECTURE, 73 WHITE OAKS L'I Madison, WI 53711, Phone: 608 347.7132, siegerarchitects@sbcglobal.net	ARIAL PHOTO	C1.0a
	project: Fitchburg 6 Unit, Anderberg & Oregon Rd, Fitchburg, WI	
	owner: SALiving LLC Group, P.O Box 45724, Madison, WI 53744	8. 18.15

VIEW SOUTH FROM ENGLEHART STREET

VIEW SOUTH TO CREEK

VIEW EAST TO PARK AND E-WAY

VIEW NORTH ALONG ANDERBERG

SIEGER ARCHITECTS
ARCHITECTURE
73 WHITE OAKS LN Madison, WI 53711
Phone: 608.347 7332
siegerarchitects@sbcglobal.net

SITE PHOTO

Fitchburg 6 Unit
Anderberg & Oregon Rd
Fitchburg, WI

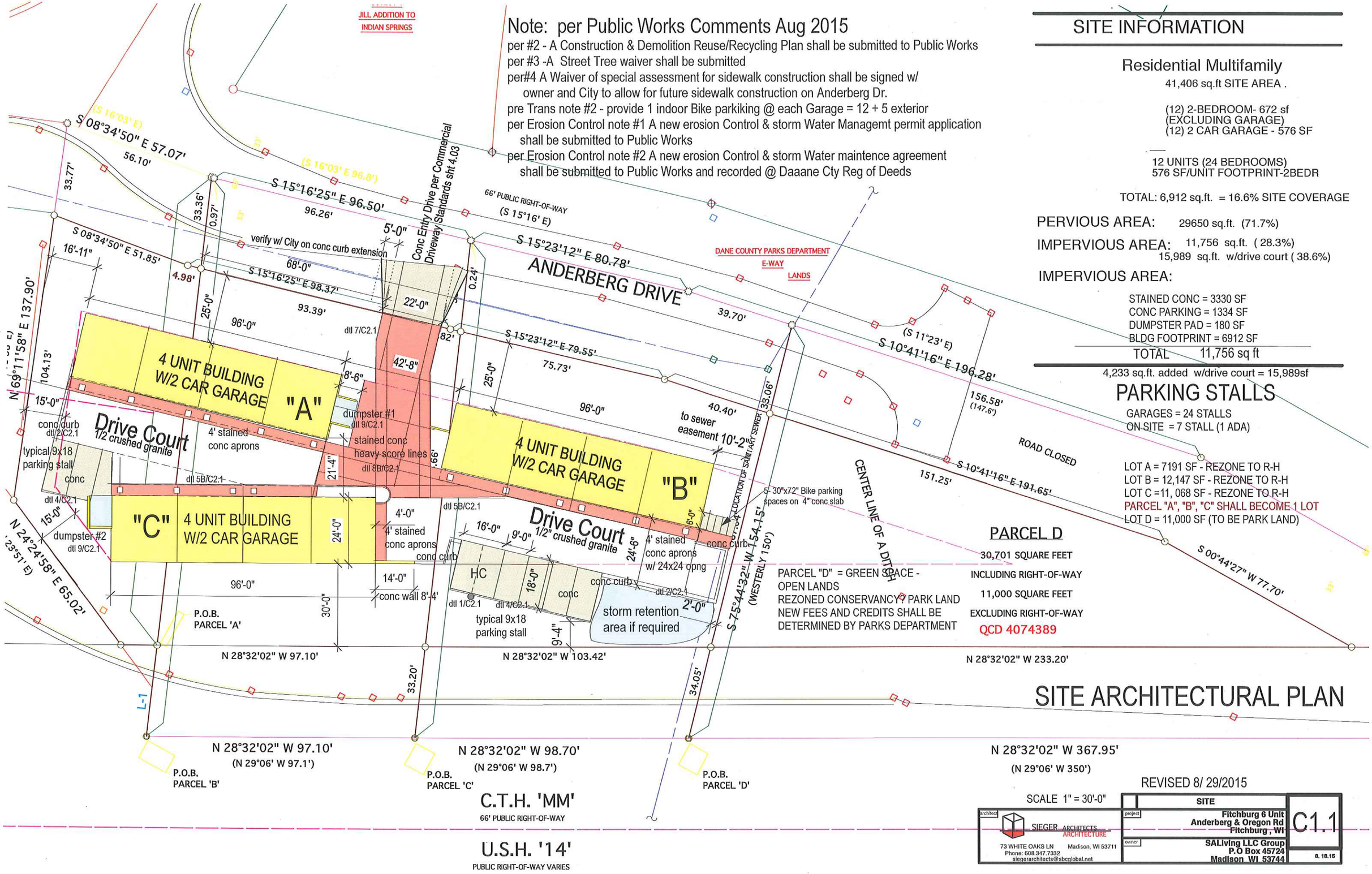
SALiving LLC Group
P.O Box 45724
Madison, WI 53744

C1.0b

8.18.16

Note: per Public Works Comments Aug 2015

per #2 - A Construction & Demolition Reuse/Recycling Plan shall be submitted to Public Works
per #3 -A Street Tree waiver shall be submitted
per#4 A Waiver of special assessment for sidewalk construction shall be signed w/ owner and City to allow for future sidewalk construction on Anderberg Dr.
pre Trans note #2 - provide 1 indoor Bike parkiking @ each Garage = 12 + 5 exterior
per Erosion Control note #1 A new erosion Control & storm Water Managemt permit application shall be submitted to Public Works
per Erosion Control note #2 A new erosion Control & storm Water maintence agreement shall be submitted to Public Works and recorded @ Daaane Cty Reg of Deeds



SITE INFORMATION

Residential Multifamily

41,406 sq.ft SITE AREA .

(12) 2-BEDROOM- 672 sf
(EXCLUDING GARAGE)
(12) 2 CAR GARAGE - 576 SF

12 UNITS (24 BEDROOMS)
576 SF/UNIT FOOTPRINT-2BEDR

TOTAL: 6,912 sq.ft. = 16.6% SITE COVERAGE

PERVIOUS AREA: 29650 sq.ft. (71.7%)

IMPERVIOUS AREA: 11,756 sq.ft. (28.3%)
15,989 sq.ft. w/drive court (38.6%)

IMPERVIOUS AREA:

STAINED CONC = 3330 SF
CONC PARKING = 1334 SF
DUMPSTER PAD = 180 SF
BLDG FOOTPRINT = 6912 SF
TOTAL 11,756 sq ft

4,233 sq.ft. added w/drive court = 15,989sf

PARKING STALLS

GARAGES = 24 STALLS
ON SITE = 7 STALL (1 ADA)

LOT A = 7191 SF - REZONE TO R-H
LOT B = 12,147 SF - REZONE TO R-H
LOT C =11, 068 SF - REZONE TO R-H
PARCEL "A", "B", "C" SHALL BECOME 1 LOT
LOT D = 11,000 SF (TO BE PARK LAND)

SITE ARCHITECTURAL PLAN

REVISED 8/ 29/2015

SCALE 1" = 30'-0"

architect
SIEGER ARCHITECTS ARCHITECTURE
73 WHITE OAKS LN Madison, WI 53711
Phone: 608.347.7332
siegerarchitects@sbcglobal.net

SITE

project
Fitchburg 6 Unit
Anderberg & Oregon Rd
Fitchburg , WI

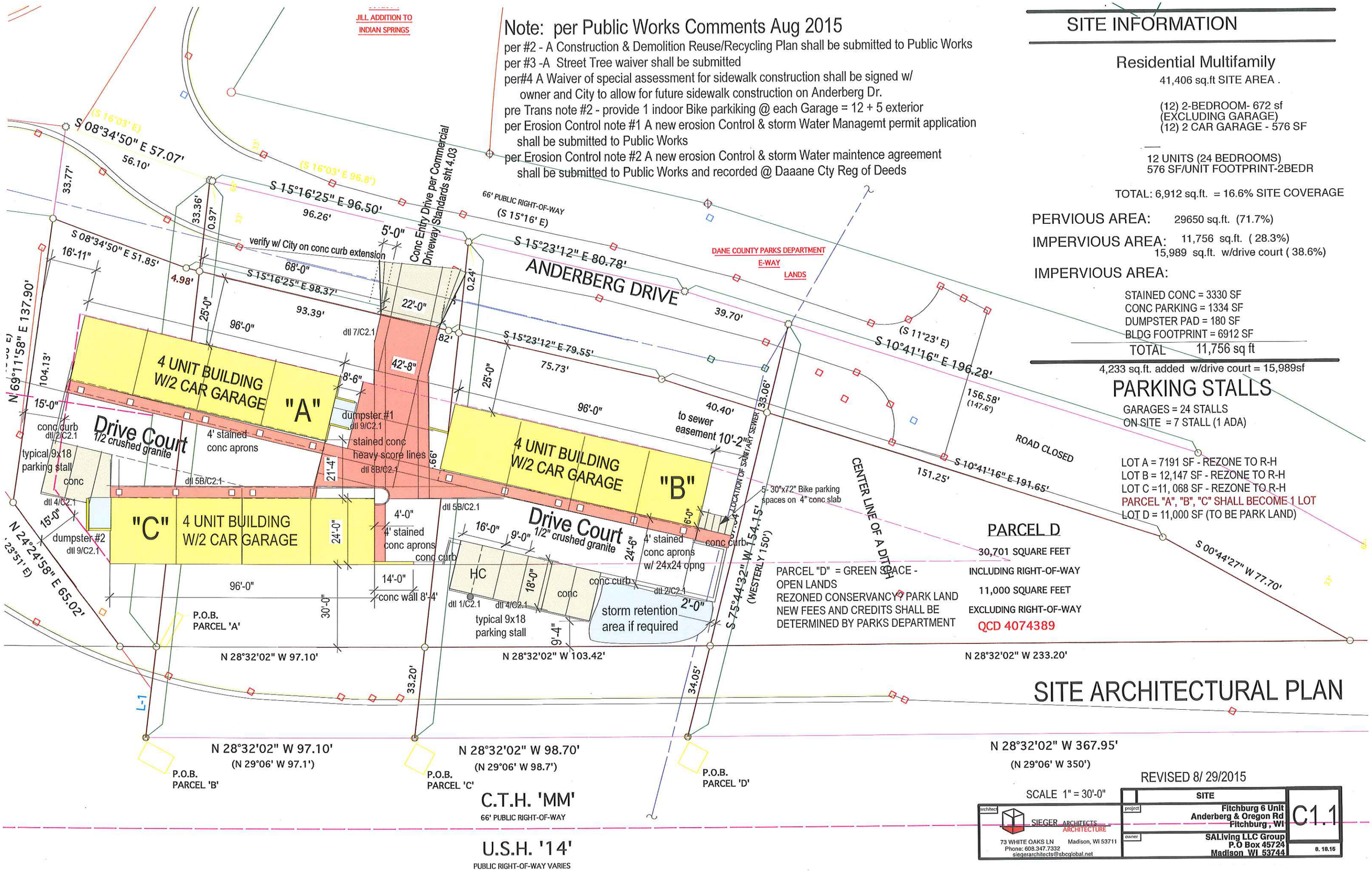
owner
SALiving LLC Group
P.O Box 45724
Madison WI 53744

C1.1

8. 18.15

Note: per Public Works Comments Aug 2015

per #2 - A Construction & Demolition Reuse/Recycling Plan shall be submitted to Public Works
per #3 -A Street Tree waiver shall be submitted
per#4 A Waiver of special assessment for sidewalk construction shall be signed w/ owner and City to allow for future sidewalk construction on Anderberg Dr.
pre Trans note #2 - provide 1 indoor Bike parkiking @ each Garage = 12 + 5 exterior
per Erosion Control note #1 A new erosion Control & storm Water Managemt permit application shall be submitted to Public Works
per Erosion Control note #2 A new erosion Control & storm Water maintence agreement shall be submitted to Public Works and recorded @ Daaane Cty Reg of Deeds



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PARCEL "A", "B", "C" SHALL BECOME 1 LOT
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SITE ARCHITECTURAL PLAN

REVISED 8/ 29/2015

SCALE 1" = 30'-0"

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C1.1

8. 18.15

UTILITY REQUIREMENTS:

2. AN AGREEMENT & LETTER OF CREDITSHALL BE REQUIRED FOR THE SUBDIVISION IMPROVEMENTS NECESARY TOT DEVELO THIS LOT
3. WATER IMPACT FEES ARE REQUIRED W/ WATER ACCESS AGREEMENT
4. MMSD FEES SHALL BE PAID AS REQUIRED TO START CONSTRUCTION

SITE INFORMATION

Residential Multifamily

41,406 sq.ft SITE AREA .

LOT A = 7191 SF
LOT B = 12,147 SF
LOT C =11, 068 SF
LOT D = 11,000 SF (TO BE PARK LAND)

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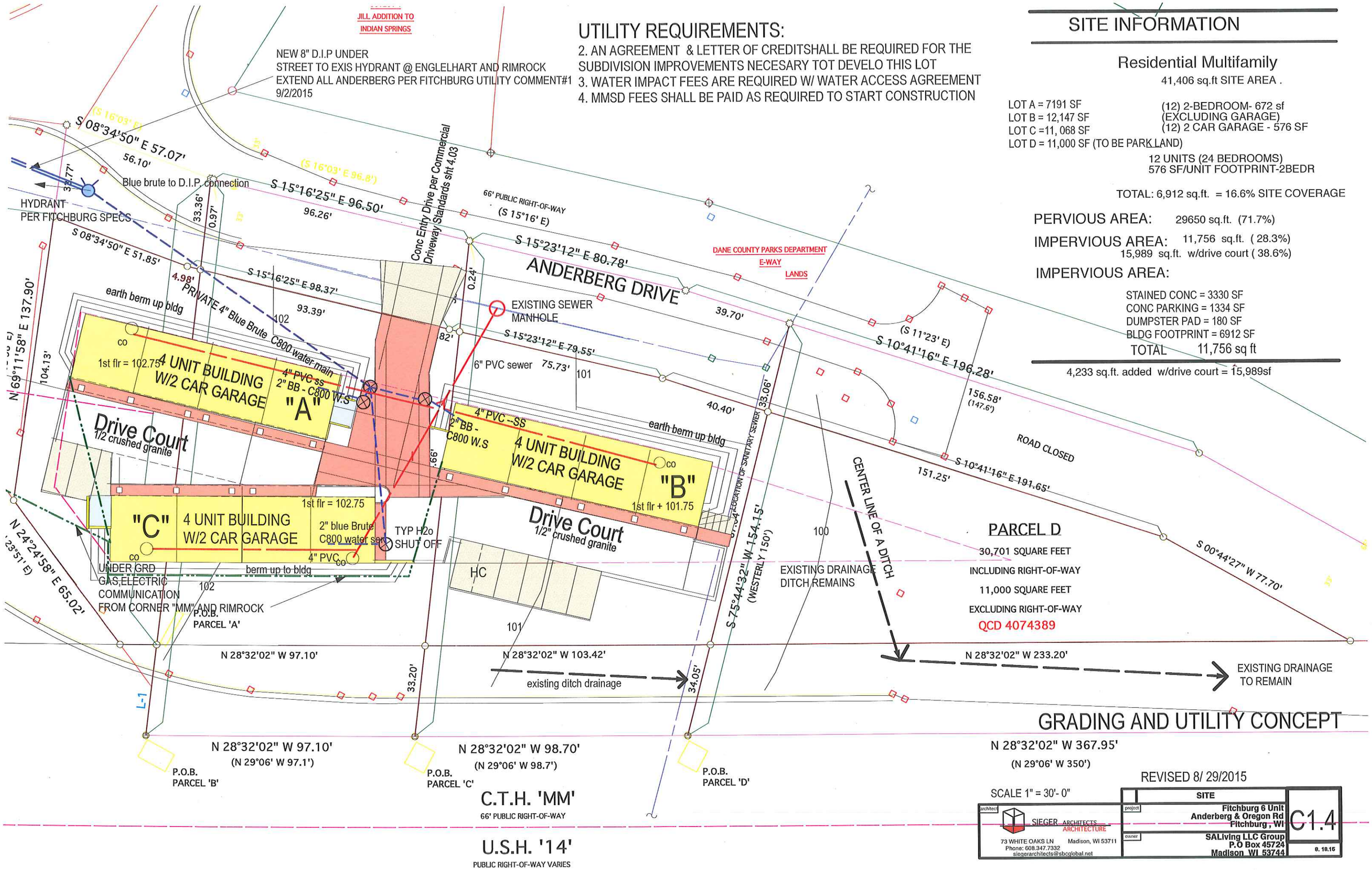
4,233 sq.ft. added w/drive court = 15,989sf



GRADING AND UTILITY CONCEPT

REVISED 8/ 29/2015

SCALE 1" = 30'- 0"

architect: SIEGER ARCHITECTS ARCHITECTURE
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project: SITE
Fitchburg 6 Unit
Anderberg & Oregon Rd
Fitchburg , WI

owner: SALiving LLC Group
P.O Box 45724
Madison WI 53744

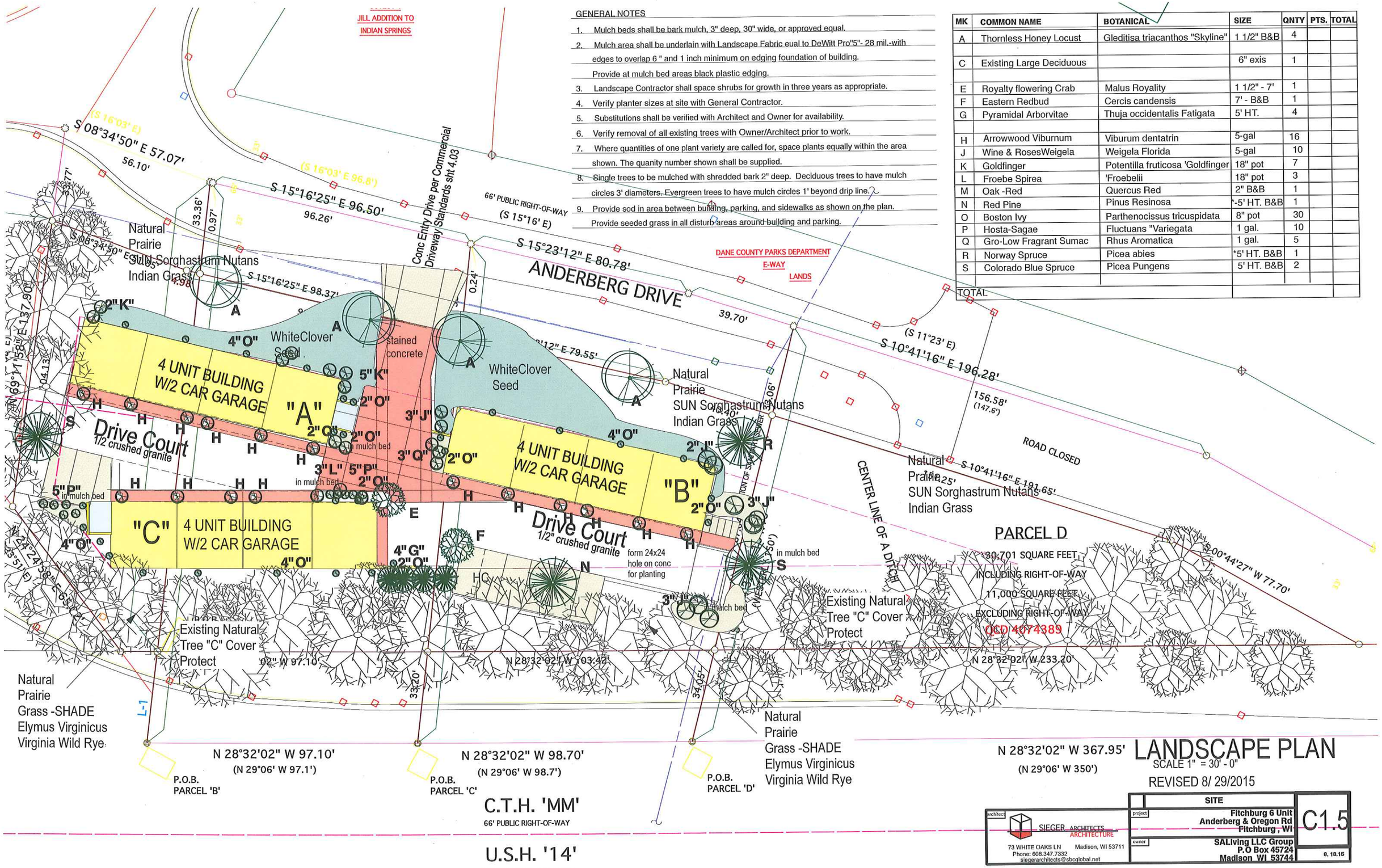
C1.4

8. 18.15

GENERAL NOTES

1. Mulch beds shall be bark mulch, 3" deep, 30" wide, or approved equal.
2. Mulch area shall be underlain with Landscape Fabric eual to DeWitt Pro"5"- 28 mil.-with edges to overlap 6 " and 1 inch minimum on edging foundation of building. Provide at mulch bed areas black plastic edging.
3. Landscape Contractor shall space shrubs for growth in three years as appropriate.
4. Verify planter sizes at site with General Contractor.
5. Substitutions shall be verified with Architect and Owner for availability.
6. Verify removal of all existing trees with Owner/Architect prior to work.
7. Where quantities of one plant variety are called for, space plants equally within the area shown. The quanity number shown shall be supplied.
8. Single trees to be mulched with shredded bark 2" deep. Deciduous trees to have mulch circles 3' diameters. Evergreen trees to have mulch circles 1' beyond drip line.
9. Provide sod in area between building, parking, and sidewalks as shown on the plan. Provide seeded grass in all disturb areas around building and parking.

MK	COMMON NAME	BOTANICAL	SIZE	QNTY	PTS.	TOTAL
A	Thornless Honey Locust	Gleditisa triacanthos "Skyline"	1 1/2" B&B	4		
C	Existing Large Deciduous		6" exis	1		
E	Royalty flowering Crab	Malus Royality	1 1/2" - 7'	1		
F	Eastern Redbud	Cercis candensis	7' - B&B	1		
G	Pyramidal Arborvitae	Thuja occidentalis Fatigata	5' HT.	4		
H	Arrowwood Viburnum	Viburum dentatrin	5-gal	16		
J	Wine & RosesWeigela	Weigela Florida	5-gal	10		
K	Goldfinger	Potentilla fruticosa 'Goldfinger	18" pot	7		
L	Froebe Spirea	'Froebelii	18" pot	3		
M	Oak -Red	Quercus Red	2" B&B	1		
N	Red Pine	Pinus Resinosa	*-5' HT. B&B	1		
O	Boston Ivy	Parthenocissus tricuspidata	8" pot	30		
P	Hosta-Sagae	Fluctuans "Variegata	1 gal.	10		
Q	Gro-Low Fragrant Sumac	Rhus Aromatica	1 gal.	5		
R	Norway Spruce	Picea abies	*5' HT. B&B	1		
S	Colorado Blue Spruce	Picea Pungens	5' HT. B&B	2		
TOTAL						



LANDSCAPE PLAN

SCALE 1" = 30' - 0"

REVISED 8/ 29/2015

architect: SIEGER ARCHITECTS ARCHITECTURE
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project: SITE
Fitchburg 6 Unit
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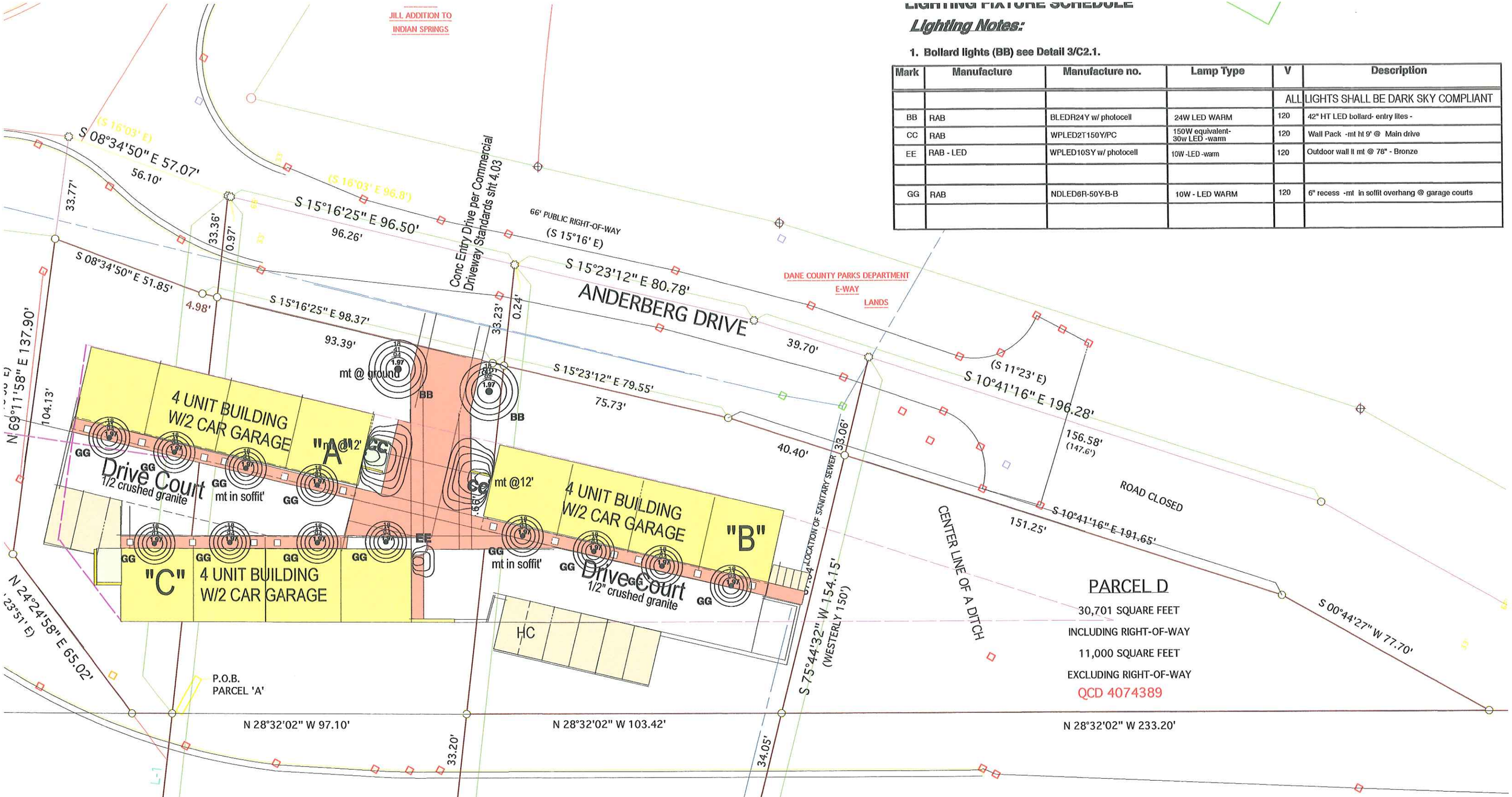
Fitchburg , WI

owner: SALiving LLC Group
P.O Box 45724
Madison WI 53744

C1.5

8. 18.15



LIGHTING FIXTURE SCHEDULE

Lighting Notes:

1. **Bollard lights (BB) see Detail 3/C2.1.**

Mark	Manufacture	Manufacture no.	Lamp Type	V	Description
				ALL	LIGHTS SHALL BE DARK SKY COMPLIANT
BB	RAB	BLEDR24Y w/ photocell	24W LED WARM	120	42" HT LED bollard- entry lites -
CC	RAB	WPLED2T150Y/PC	150W equivalent-30w LED -warm	120	Wall Pack -mt ht 9' @ Main drive
EE	RAB - LED	WPLED10SY w/ photocell	10W -LED -warm	120	Outdoor wall lt mt @ 78" - Bronze
GG	RAB	NDLED6R-50Y-B-B	10W - LED WARM	120	6" recess -mt in soffit overhang @ garage courts

LIGHTING PLAN

SCALE 1" =30'0
REVISED 8/ 29/2015

architect
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C1.6

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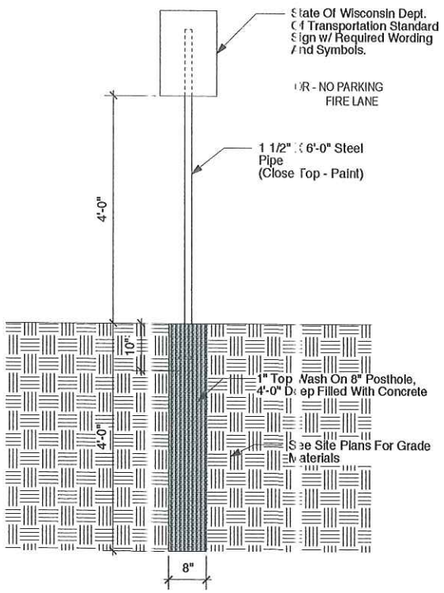
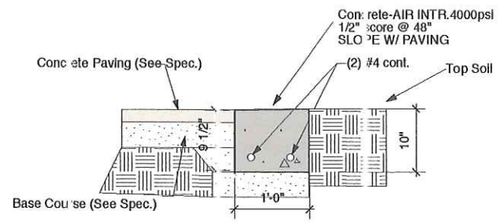
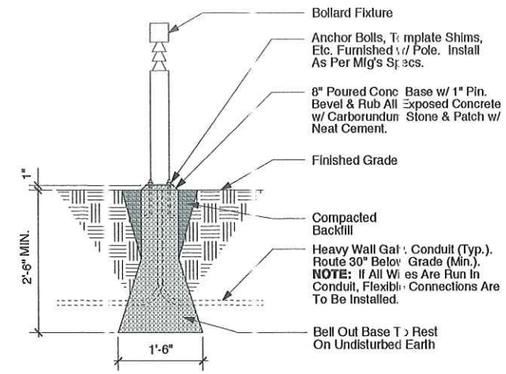


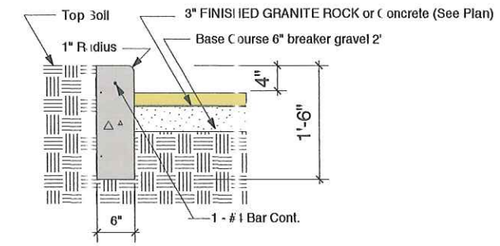
1 **HANDICAP PARKING SIGN TYPICAL - "NO PARKING" SIGN**
Scale: 1" = 1'-0"



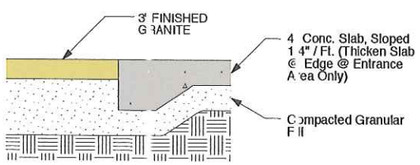
2 **CURB DETAIL**
Scale: 1" = 1'-0"



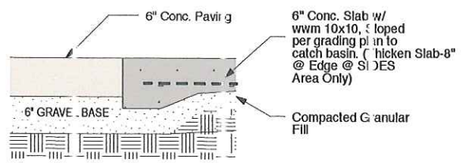
3 **BOLLARD BASE**
Scale: 3/4" = 1'-0"



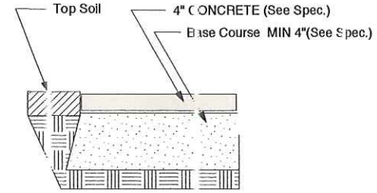
4 **CURB**
Scale: 1" = 1'-0"



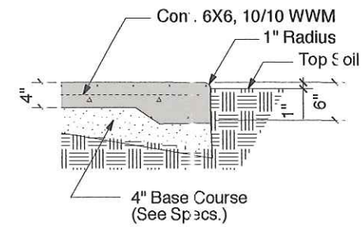
5 **CONCRETE WALK EDGE DETAIL**
Scale: 1" = 1'-0"



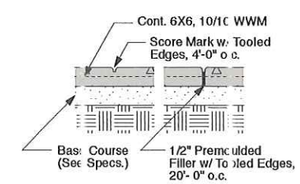
6 **CONCRETE EDGE @ DUMPSTER APRON**
Scale: 1" = 1'-0"



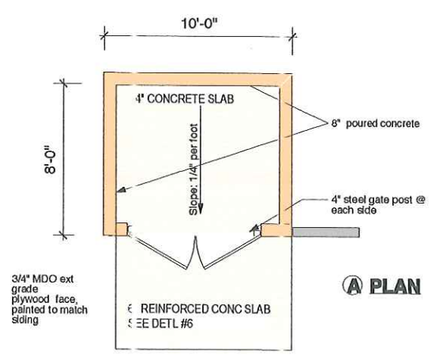
7 **PAVEMENT @ GRASS**
Scale: 1" = 1'-0"



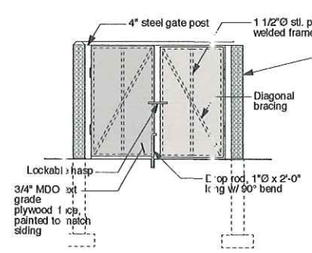
8A **WALK & LAWN**
Scale: 3/4" = 1'-0"



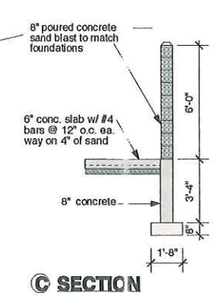
8B **WALK JOINT**
Scale: 3/4" = 1'-0"



A **PLAN**



B **ELEVATION**



C **SECTION**

9 **TRASH ENCLOSURE**
Scale: 1/4" = 1'-0"

architect: SEGER ARCHITECTS, ARCHITECTURE 73 WHITE OAKS LN Madison, WI 53711 Phone: 608.247.7332 segerarchitects@sbcglobal.net	project: SITE PLAN DETAILS Fitchburg 6 Unit Anderberg & Oregon Rd Fitchburg, WI	C2.1
	owner: SALiving LLC Group P.O Box 45721 Madison WI 53745	9.18.15

Plant Specifications

General Information

is hereinafter referred to as the Owner and may be represented by an approved representative. Sieger Architecture hereinafter referred to as the Landscape Architect.

The Contractor signing this Agreement, or his duly appointed representative is hereinafter referred to as the Contractor.

Bidding is based on sheets dated and specifications.

The competency and responsibility of Bidders will be considered in making the award. The Owner reserves the right to reject any or all bids, and to waive informality in bids recieved.

Responsibilities of Contractor

Laws and Ordinances: The Contractor and all Subcontractors shall bind themselves to comply with all laws and ordinances and requirements of all authorities having jurisdiction over this property, and shall protect the owners from damage arising from violation thereof.

The Contractor shall give his personal supervision to the work, and have a responsible superintendent continuously on the job to act for him.

Terms of payment will be as established by the Owner.

Public liability and property damage insurance will be as determined by the Owner.

Approval and Rejection of Materials

Approval: The selection of all materials and execution of all operations required under these drawings and specifications are subject to approval of the Landscape Architect or Owner.

Rejection: The Landscape Architect or Owner shall have the right to reject all material and all work which in his opinion does not meet the requirements of the drawings and specifications at any stage of the operation, All rejected material shall be removed by the Contractor as directed.

Layout

The Contractor shall layout his work and set necessary markers and stakes, and be responsible for the corrections. The Landscape Architect, or Owner, reserves the right to relocate shrubs and trees from positions on the plans prior to planting. The Contractor shall notify the Landscape Architect, Owner at least three (3) days in advance that the locations are staked and ready for approval prior to planting.

Extra or Omitted Work

When no new or unforseen items are anticipate, they shall be classed as extra work in they cannot be covered by any of the specifications or drawings. The Contractor shall submit detailed prices for any extras to the Landscape Architect, and shall perform extras upon written acceptance from the Owner or Landscape Architect. In the absence of such written order, he shall not be entitled to payment for such extra work. All bids for extra work shall be submitted monthly.

Changes in the Work

The Landscape Architect shall have authority to order minor changes in the work not involving an adjustment in the contract sum or and extension of the contract documents. Such changes may be ordered by field order or by written order. Such changes shall be binding on the Owner and Contractor.

The Owner without invalidating the contract, may order changes in the work consisting of additions, deletions or the other revisions, with the contract time being adjusted accordingly. All changes in the work shall be authorized by change order and shall be executed under the applicable conditions to the contract documents.

Landscape Architect's Status

The Landscape Architect is the agent of the Owner. He has authority to stop work whenever such stoppage may be necessary to insure the proper execution of the Contract.

The Landscape Architect is the interpreter of the conditions of the contract and the judge of its performance; he shall side neither with the Owner nor with the Contractor, but shall use his powers under the Contract to enforce its faithful performance by both.

Drawings and Specifications

Should there be anything shown on the drawings but not described in the specifications, or not shown on the drawings but described in specifications, the same shall be fully executed and carried out as if drawn, shown, or described in both. The Contractor is not to make any alterations or corrections on the drawings or in the specifications. Should any error appear, the same is to be referred to the Landscape Architect before the bids are submitted, or the work is commenced, or as otherwise specified herein.

Landscape contractor to verify all plant quantities prior to bid.

Examination of Site

All contractors submitting proposals for this work shall first examine the site and all conditions at the site. All proposals shall take into consideration such conditions as may effect the work under this contract.

Measurements, Layouts and Levels

All lines and levels necessary for the location and erection of the landscape construction and for the excavation, filling, and grading work shall be established by the Contractor. The Contractor shall take his own measurements of the site, verifying it with the drawings, and shall be responsible for the proper fit of his portion of the completed work.

Extra changes or compensation will not be allowed on the account of differences between actual measurements and the dimensions shown on the drawings, but any such differences that may be found shall be submitted to the Landscape Architect for adjustment before proceeding with the work.

Substitution of Materials

The Contractor, before submitting his bid, shall locate all necessary materials as called for in the plans and specifications, and shall be assured of their availability for use on the job.

The Contract bids shall be based upon providing the specified materials, processes, products, etc. identified in the specifications, and/or indicated on the drawings.

Substitutes will be permitted only upon admission of proof that specified plants are not obtainable, and with the authorization of the Landscape Architect. Written requests with nearest available size, and variety of plant, and price adjustments, are to be submitted to the Landscape Architect.

Supervision

The Landscape Architect will not emgage in any way to superintend so as to relieve the Contractor of responsibility for the consequences of neglect or carelessness by him or his subordinates.

Scope

Perform all work required to complete the landscape installation including all labor, materials, services, and equipment necessary and described herein and shown on the accompanying drawings.

Applicable Standards

American Standard for Nursery Stock, latest edition.

American Joint Committee on Horticultural Nomenclature, edition of STandardized Plant Names.

General Notes

All plants shall conform to the standards as given in Grades and Standards of Nursery Plants published by the AAN.

The Landscape Contractor is responsible for verification of all quantities. Any discrepancies shall be brought to the attention of the Landscape Architect; however, it's the Contractor's responsibility to provide all trees as shown on the plans, and plant beds so that each has the proper quantity of shrubs for the areas as designated.

Proposed trees are to be located either completely in or completely out of the planting beds. Bedlines are not to be obstructed.

The Landscape Contractor is responsible for all staking and guying of trees.

Existing Trees & Areas Outside of Grading Limits

Trees and vegetation to be saved shall be protected from damage by a wood fence barricade prior to or during cleaning operations. Trees to be saved will be designated by the Owner. No trees are to be removed from areas outside the limits of grading from specifically designated undistrubed areas within the constructions area. If, in the opinion of the Landscape Architect, a contractor damages a tree not to be removed, the Contractor will be fined $100.00 per caliper inch for each damaged tree. The Contractor will also be responsible for all costs in removing the damaged tree from the site.

Water

Water will be available on the site at no expense to the Contractor. Hoses and other watering equipment required for the work shall be furnished by the Contractor at his expense.

Berms

The Contractor is responsible for the construction of all berms shown on the landscape planting plans or berm plans. Berms may be built of excavated soil from bed preparation and/or stockpile material should follow contour according to plans. If more material is necessary for berm construction, Contractor is responsible for additional material. All grades should be smooth slopes to allow for mowing without scalping lawn areas. Settling and refilling should be accomplished before planting grass, or other plant materials.

Clean-up

During the work, the premises are to be kept neat and orderly at all times. Storage areas for plants and other materials shall be so organized that they too are neat and orderly. All trash including debris resulting from removing weeds or from planting areas, preparing beds, or planting plants shall be removed from the site daily as the work progresses. All walks and drives shall be kept clean by sweeping and/or hosing. excavated soil may be distributed on the site as directed by the owner.

Acceptance

Acceptance for all landscape work shall be given after final inspection by the Owner and/or Landscape Architect, provided the job is in a completed, undamaged condition, and there is grass (substantial coverage) in all grass areas. At this time, the Owner will assume maintenance on the accepted work. Acceptance of partial phases will be considered by the Owner.

Maintenance

The Contractor shall maintain all trees, shrubs, and groundcover under this Contract until acceptance, by watering, mowing, spraying and replacing as necessary to keep plants in a healthy, vigorous condition, and shall rake bed areas as may be required to keep neat.

The Contractor shall maintain all grass areas under this Contract until acceptance by watering, mowing, spraying, etc. Occasional weeding may be required; however, it is anticipated that mowing will be sufficient to control weeds.

Cultivating: Shall consist of scarifying the two inches so lumps of soil are less the 2" diameter, and all weeds are removed.

Weeding: Shall consist of digging out all plant material other than the desired shrubs and groundcovers every two weeks. Weeding may be handled by herbicide spraying at the Contractor's expense if it is acceptable to all parties concerned.

Guarantee

All plants shall be guaranteed by the Contractor, for a twelve (12) month period after date of acceptance. The Contractor shall replace all dead materials and all materials not in a vigorous, thriving condition, as soon as weather permits and on notification by the Landscape Architect. Plants, including trees, which have partially died so that shape, size, or symmetry have been damaged, shall be considered subject to replacement. In such cases, the opinion of the Landscape Architect shall be final.

Plants used for replacement shall be of the same kind or size as those originally planted, and shall be planted as originally specified, replacements shall carry a twelve (12) month guarantee from date of replacement. Any damage, including runs in lawn and bed areas, incurred in making replacements shall be immediately repaired.

At the direction of the Landscape Architect, plants may be replaced at the start of next year's planting or digging season; but in such cases, dead plants shall be removed from the premises as soon as they are designated to be replaced.

The Owner agrees for the guarantee to be effective, he will water plants at least twice a week during dry periods and cultivate beds once a month after final acceptance.

To insure that proper maintenance is being performed by the Owner during the guarantee period, the Contractor shall:

1. Make at least one site inspeciton every month to ascertain any maintenance deficiencies.
2. Inform Owner's maintenance supervisor of any maintenance deficiencies.
3. Prepare written documentation of the site inspection, noting all deficiencies encountered, maintenance personnel who are made aware of deficiencies, suggested remedy methods, and any other pertinent comments on maintenance.
4. Submit this written documentation of the monthly inspection to the Landscape Architect as well as to the Owner.

The Above guarantee shall not apply where plants die after acceptance because of injury by storms, drowning from floods, hail, freeze insects, disease, injury by humans, machines or theft. These items are to be negotiated between the Owner and Contractor.

Plants (General)

Plant material shall be delivered to the site only after the beds are prepared and are ready for planting all shipments of nursery materials shall be thoroughly protected from the sun and from drying winds during transit. All plants that cannot be planted at once, after delivery to the site, shall be well protected against the possibility of drying by wind and sun. Balled earth on B&B plants shall be kept covered with soil or other acceptable material. All plants remain property of the Contractor until final acceptance.

Plants shall be nursery grown, healthy, vigorous, bushy, well balanced, of normal habit of growth for the species, and shall be free from disease, insect eggs and larvae. they shall have crown and root ball sizes that meet or exceed the standards set forth in "Grades & Standards for Nursery Plants by the AAN. The specified sizes shall be before pruning and plants shall be measured with their branches in normal position. Plants shall not be pruned prior to delivery, except upon special approval All pruning of new trees and shrubs, as directed by the landscape Architect, shall be executed by the Contractor at no additional cost to the Owner.

Trees shall be healthy vigorous, full-branched, single leader, well shaped, and shall meet the trunk diameter, height, and spread requirements of the plant list, and meet the standards of "Grades & Standards for Nursery Plants". Balls shall be firm, neat, slightly tapered and well burlapped. Any tree loose in the ball or with broken ball at time of planting will be rejected. Balls shall be sized in accordance with the AAN Standards.

All shrubs and groundcovers shall be of "specimen" quality, full and bushy to the ground, and of compact growth.

All plants shall be hardy underclimatic conditions similar to those in locality of the project.

Should the Contractor encounter soil condition that is inhospitable to normal planting, it is his responsibility to modify the soil so that the plants will thrive. These modifications may include providing any extra soil as may be required for planting.

Tree & Shrub Planting

Plant deciduous trees in tree-pit 2'-0" greater in diameter than ball and at a height that assures proper drainage and vigorous growth. Plant evergreen trees in tree-pits 2'-0" greater in diameter than all at a height for proper drainage an vigorous growth. Fill bottom of pit (to depth of root ball) with mixture of soil that shall be one (1) part existing top soil, to one (1) part peat moss, to one (1) part clean sand. After settling the tree, the pit shall be backfilled with soil mix, then carefully settled by watering to prevent air pockets. Form a 4" watering ring for each tree. Fertilize with Osmacote at the rate recommended by the manufacturer.

Plant shrubs in beds 6" larger than the root ball and at a height which assures proper drainage and vigorous growth. Backfill with soil mixture in the same proportions as for tree planting. Osmacote fertilizer shall be applied at the rate recommended by the manufacturer.

All plant beds plus an area three feet greater in diameter than the ball around each tree shall be mulched with 3" of clean organic mulch.

Groundcover / Seasonal Color

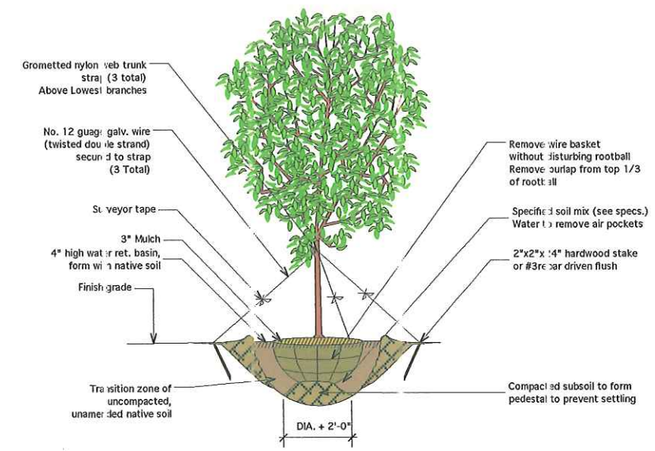
Groundcover beds shall be excavated to a depth of 6" Remove all stones, roots hardpan, debris, etc.. Roto-till excavated bed to a depth of 6". Add sufficient planting soil (1part organic, 1part sand, 2 part top soil) to raise entire bed 6" above original grade. Fertilize with Osmacote fertilizer at the rate of four pounts per 100 square feet. Add 1 lb. of bonemeal per50 square feet, rake in top 2" of planting soil, rake smoothly. Mulch with 3" mini bark chips.

Grass Planting

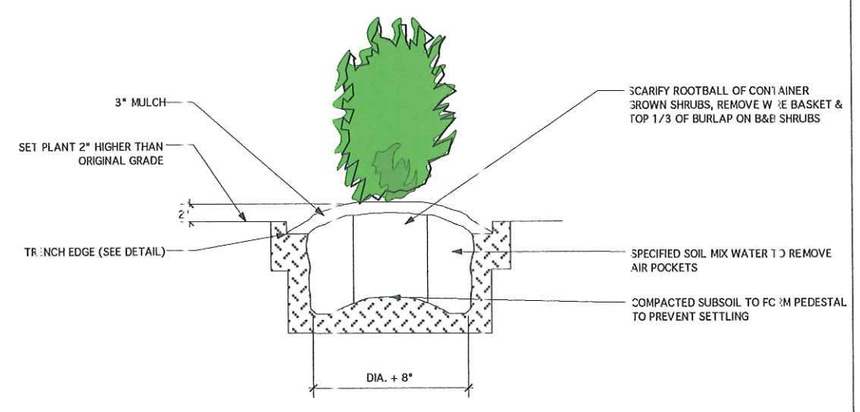
All areas to be sodded shall be raked to a depth of 2" below finished grade of seed or sod beds and raked smoothly. Areas next to sidewalks and curbs shall be graded down one inch below finish grade to allow for thickness of grass build-up. All grass areas shall be fertilized with a commercial fertilizer at the rate as recommended by grass seed supplier.

Sod areas will be planted with sod as indicated on the plans. All sod shall be placed closely so joints are flush between blocks. Sodded areas shall be rolled with a 200 pound roller, watered thoroughly and re-rolled.

Notes: Detail shown for 2 1/2" cal. & larger deciduous trees, 7" & larger evergreen trees, & multi-trunk trees.
Contractor to remove all tree staking accessories at the end of the first year of maintenance.
Plant trees at a depth which will ensure proper drainage and vigorous growth for individual soil conditions.



1 / L - 2 DECIDUOUS/ MULTI-TRUNK TREE PLANTING
ELEVATION NOT TO SCALE



2 / L - 2 SHRUB PLANTING
ELEVATION NOT TO SCALE

SIEGER LLC ARCHITECTURE
1501 Monroe St. Madison, WI 53711
Phone: 608.283.6100 Fax: 608.283.6101

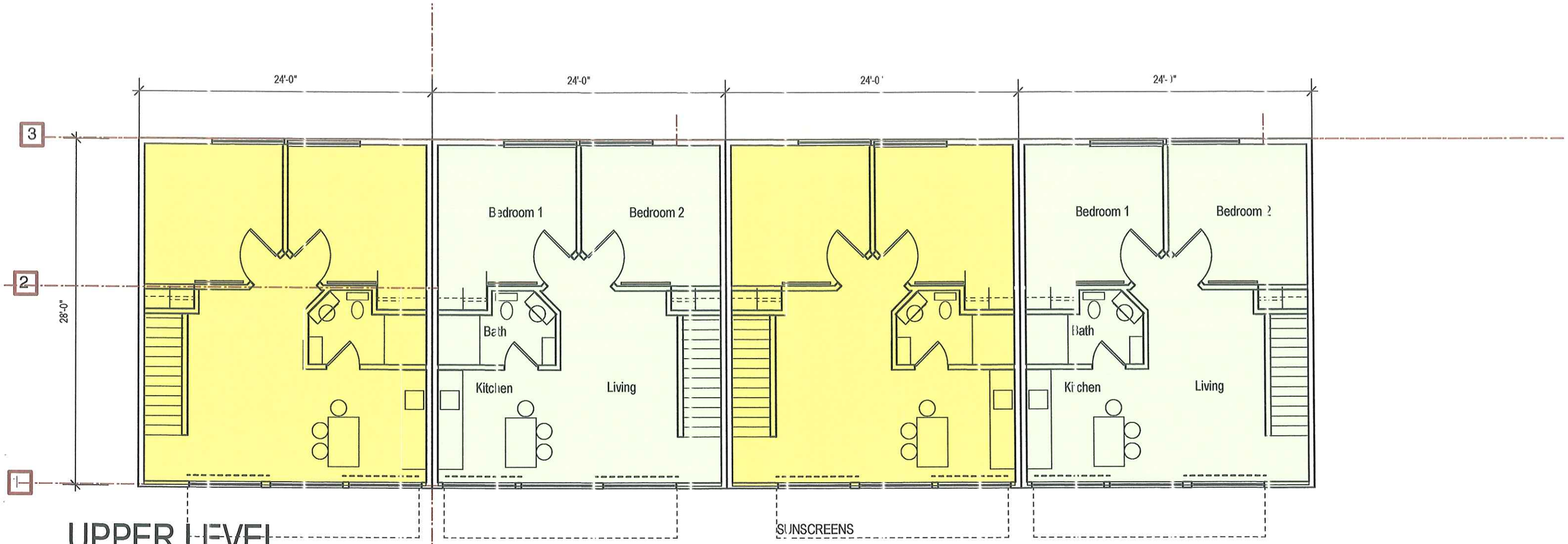
OWNER: SALiving LLC Madison, WI 53744

PROJECT: 12 UNIT E-WAY VIEW ANDERBERG DRIVE FITCHBURG WI

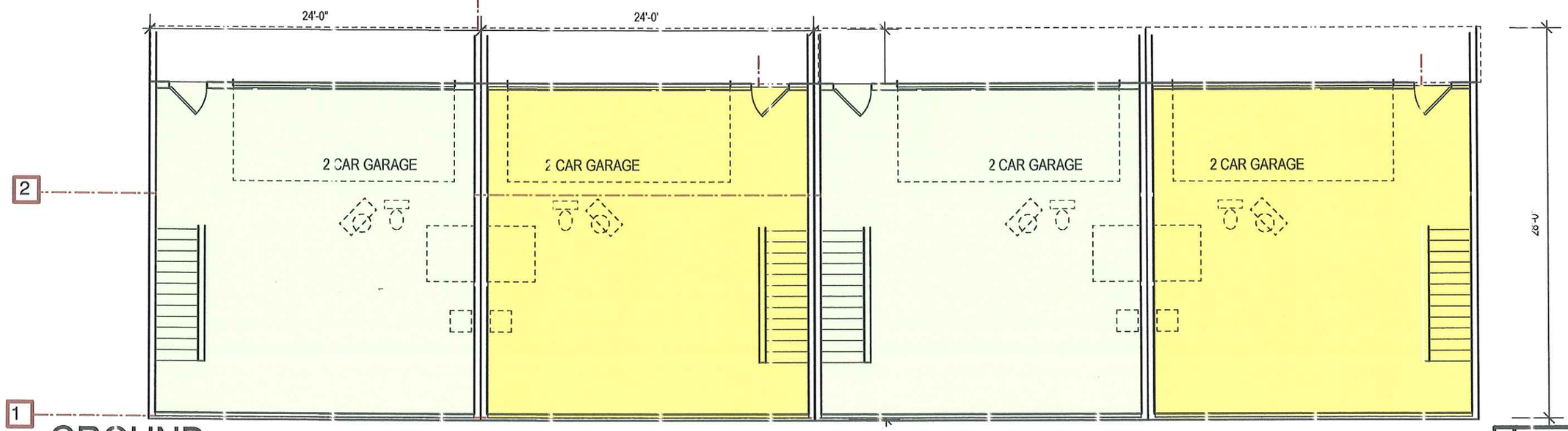
REVISIONS

DATE: 8.18.15 PROJECT# 1510

SHEET # C2.3



UPPER LEVEL



GROUND FLOOR LEVEL

architect
SIEGER ARCHITECTS
ARCHITECTURE
73 WHITE OAKS LN Madison, WI 53711
Phone: 608.347.7332
siegerarchitects@sbcglobal.net

project
owner

- PLANS

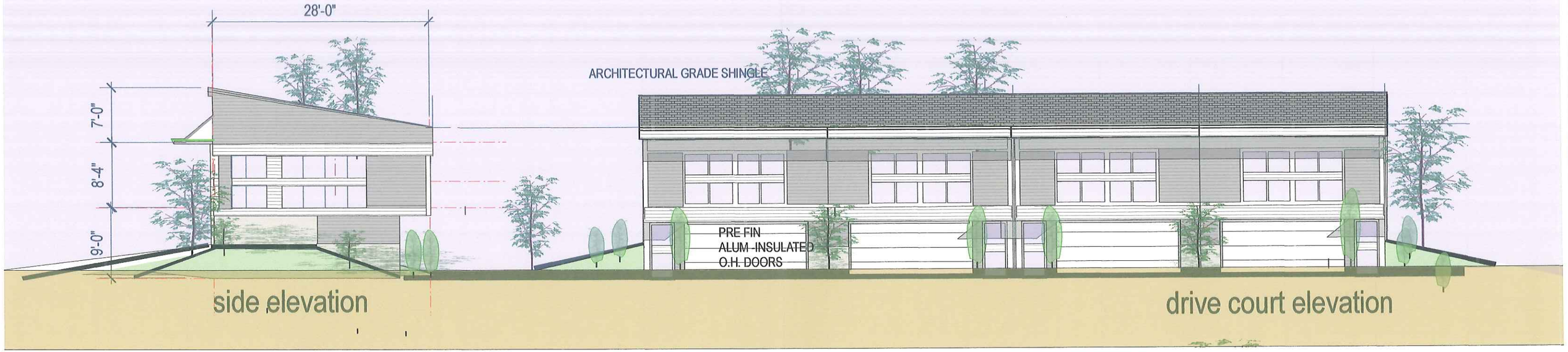
Fitchburg 12 Unit
Anderberg & Oregon Rd
Fitchburg, WI

SALiving LLC Group
P.O Box 45724
Madison, WI 53744

A1.1

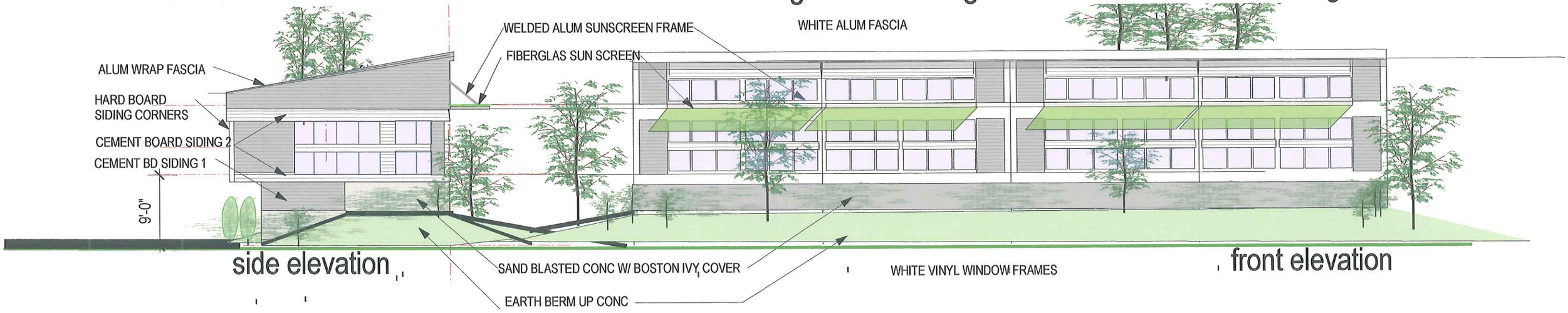
3.1.15

*NOTE: Drawings are 50% scale for 11x17 print sets.



AFFORDABLE DESIGNER HOUSING - Anderberg Dr. Fitchburg WI

SiegerARCHITECTS



revised 8/28 / 2015 -- bldg hts

architect: SIEGER ARCHITECTS ARCHITECTURE 73 WHITE OAKS LN Madison, WI 53711 Phone: 608.347.7332 siegerarchitects@sbcglobal.net	- PLANS project: Fitchburg 12 Unit Anderberg & Oregon Rd Fitchburg , WI	A4.1
	owner: SALiving LLC Group P.O Box 45724 Madison WI 53744	3.1.15

*NOTE: Drawings are 50% scale for 11x17 print sets.

BLEDR24Y

Patent-pending base mount design for super sturdy installation
Durable construction and vandal-resistant polycarbonate lens
3 configurations to provide 360°, 270°, 180° or 90° lighting pattern
Precision-engineered optics deliver maximum downward lighting w/o glare
Four leveling screws provided for easy installation
100,000-hour LED lifespan

Color: Bronze

Need Help?
Chat live with one of our lighting specialists
Chat

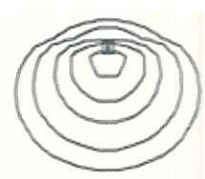
LED Info

Watts:	24W
Color Temp:	3000K (Warm)
Color Accuracy:	82 CRI
L70 Lifespan:	100,000
LM79 Lumens:	1,161
Efficacy:	38 LPW

Driver Info

Type:	Constant Current
120V:	0.26A
208V:	0.18A
240V:	0.15A
277V:	0.14A
Input Watts:	30W
Efficiency:	79%

EZ Layout



Design a custom lighting layout

Technical Specifications

UL Listing:
Suitable for wet locations.

LEDs:
6W multi-chip, long-life LEDs

Lifespan:
100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

Driver:
Two Drivers, Constant Current, Class 2, 100-277V, 50/60 Hz, 4kV Surge Protection, 100-240VAC 0.3 - 0.15 A, 277VAC 0.03 A.

THD:
10.9% at 120V

Ambient Temperature:
Suitable for use in 40°C (104°F) ambient temperatures

Cold Weather Starting:
Minimum starting temperature is -40°F/-40°C

Thermal Management:
Cast aluminum Thermal Management system for optimal heat sinking. The BLED is designed for cool operation, maximum efficiency and long life by minimizing LED junction temperature.

Reflector:
Specular polycarbonate

Gaskets:
High-temperature silicone gaskets seal out moisture

Color Consistency:
3-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color.

Color Stability:
LED color temperature is warrantied to shift no more than 200K in CCT over a 5 year period.

Color Uniformity:
RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2011

Finish:
Our environmentally friendly polyester powder coatings are formulated for high-durability and long-lasting color, and contain no VOC or toxic heavy metals.

Green Technology:
Mercury and UV free, and RoHS compliant. Polyester powder coat finish formulated without the use of VOC or toxic heavy metals.

WPLED2T78N/PC

High performance LED light engine
Maintains 70% of initial lumens at 100,000 hours
Weatherproof high temperature silicone gaskets
Superior heat sinking with die cast aluminum housing and external fins
Replaces 400W MH
100 up to 277 Volts
5-year warranty

Color: Bronze

Need Help?
Chat live with one of
our lighting specialists
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LED Info

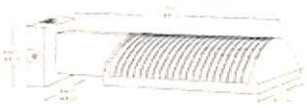
Watts:	78W
Color Temp:	4000K (Neutral)
Color Accuracy:	82 CRI
L70 Lifespan:	100,000
LM79 Lumens:	6,301
Efficacy:	80 LPW

Driver Info

Type:	Constant Current
120V:	0.66A
208V:	N/A
240V:	N/A
277V:	N/A
Input Watts:	79W
Efficiency:	99%

Dimensions

Weight: 34.8 lbs



EZ Layout

Design a custom lighting layout

Technical Specifications

WPLED2T78 with Photocell:
120V Button Photocell Included. Photocell is only compatible with 120V.

UL Listing:
Suitable for wet locations as a downlight.

Lumen Maintenance:
100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

IP Rating:
Ingress Protection rating of IP66 for dust and water.

Specification Grade Optics:
The Type II distribution is ideal for wide walkways, on ramps and entrance roadways, bike paths and other long and narrow lighting applications. This type is meant for lighting larger areas and usually is located near the roadside. This type of lighting is commonly found on smaller side streets or jogging paths.

LEDs:
Six (6) multi-chip, 13W, high-output, long-life LEDs.

Driver:
Constant Current, Class 2, 2000mA, 100-277V, 50-60Hz, 1.1A, Power Factor 99%

THD:

Gaskets:
High temperature silicone gaskets.

Finish:
Our environmentally friendly polyester powder coatings are formulated for high-durability and long-lasting color, and contains no VOC or toxic heavy metals.

Green Technology:
Mercury and UV free.

IESNA LM-79 & IESNA LM-80 Testing:
RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and 80, and have received the Department of Energy "Lighting Facts" label.

DLC Listed:
This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities.

Replacement:
The WPLED78 replaces 400W Metal Halide Wallpacks.

California Title 24:
WPLED2T78/PC complies with 2013 California Title 24 building and electrical codes as a commercial outdoor pole-mounted fixture > 30 Watts mounted at height greater than 24 feet.ë_For mounting heights < 24 feet see WPLED2T78/BL with bi-level operation; additional component requirements will be listed in the Title 24 section under technical

WPLED10SY

High performance LED light engine
Maintains 70% of initial lumens at 100,000 hours
Weatherproof high temperature silicone gaskets
Superior heat sinking with die cast aluminum housing and external fins
5-year warranty

Color: Bronze

Need Help?
Chat live with one of
our lighting specialists
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LED Info

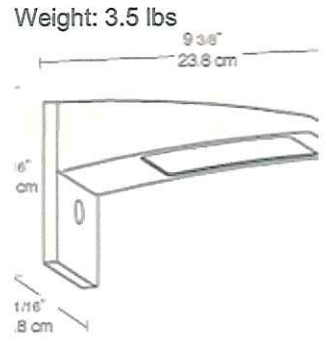
Watts:	10W
Color Temp:	3000K (Warm)
Color Accuracy:	45 CRI
L70 Lifespan:	100,000
LM79 Lumens:	410
Efficacy:	31 LPW

Driver Info

Type:	Constant Current
120V:	0.21A
208V:	0.14A
240V:	0.12A
277V:	N/A
Input Watts:	13W
Efficiency:	76%

Dimensions

Weight: 3.5 lbs



EZ Layout

Design a custom lighting layout

Technical Specifications

UL Listing:
Suitable for Wet Locations as a Downlight. Suitable for Damp Locations as an Uplight. Wall Mount only. Suitable for Mounting within 4ft. of ground.

Lifespan:
100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

Finish:
Our environmentally friendly polyester powder coatings are formulated for high-durability and long-lasting color, and contains no VOC or toxic heavy metals.

Color Consistency:
3-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color.

Color Stability:
LED color temperature is warrantied to shift no more than 200K in CCT over a 5 year period.

Color Uniformity:
RAB's range of CCT (Correlated color temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2008.

Cold Weather Starting:
The minimum starting temperature is -40°F/-40°C.

Mounting:
Surface mount.

California Title 24:
See WPLED10/PC for a 2013 California Title 23 compliant model.

Green Technology:
RAB LEDs are Mercury, Arsenic and UV free.

Patents:
The LPACK design is protected under patents in the U.S. Pat. D608,040, Canada Pat. 130,243, China Pat. 200930183252.2, and pending patents in Taiwan and Mexico.

Dark Sky Approved:
The International Dark Sky Association has approved this product as a full cutoff, fully shielded luminaire.

For use on LEED Buildings:
IDA Dark Sky Approval means that this fixture can be used to achieve LEED Credits for Light Pollution Reduction.

IESNA LM-79 & IESNA LM-80 Testing:
RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and 80, and have received the Department of Energy "Lighting Facts" label.

Gaskets:

NDLED6R-50Y-B-B

Butterfly bracket allows mounting with bar stock, "C" channel, 1/2" conduit or nailer bars
Low-profile design allows for installation in ceilings with limited space
Absolute White 3-step consistency and black body accurate
Nanostructure lens eliminates "hot spots" providing smooth and efficient light

Color: Black trim black cone

Need Help?
Chat live with one of
our lighting specialists
Chat

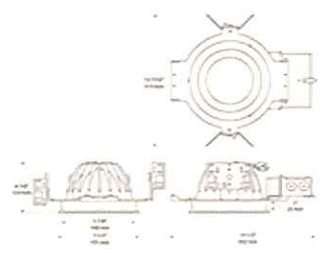
LED Info

Watts:	N/A
Color Temp:	3000K (Warm)
Color Accuracy:	N/A CRI
L70 Lifespan:	100,000
LM79 Lumens:	N/A
Efficacy:	N/A

Driver Info

Type:	Sold Separately
120V:	N/A
208V:	N/A
240V:	N/A
277V:	N/A
Input Watts:	N/A

Dimensions



Technical Specifications

UL Listed:
Suitable for wet locations covered ceiling.

Photometrics:
Photometrics are based on prorated reports. Contact the RAB Lighting Design department for the most up-to-date data.
See photometric data and download IES files here.

Trim Component:
This component must be ordered with New Construction Round Rough-In in order to make a complete fixture.
See here for New Construction Round Rough-In.

Housing:
Professional-grade, die-cast aluminum construction.

Trim Ring:
Black powder coated die cast trim ring.

Trim Cone:
Black round trim cone.

Drop Ceiling Installation:
NDLED can be installed in drop ceiling tiles when using optional c-channel bars and following local construction codes.

Aperture Size:
6" Trim Module.

Easy Installation:
The EZ-Connector makes installation easy.

Air Tight:
Housing certified Air Tight as per ASTM E283

Color Consistency:
3-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color.

California Title 24:
NDLED6R complies with 2013 California Title 24 building and electrical codes as a residential indoor fixture and commercial indoor fixture for general spaces.

Warranty:
RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. See our full warranty here.

Country of Origin:
Designed by RAB in New Jersey and assembled in the USA by RAB's IBEW Local 3 workers.

Buy American Act Compliant:
This product is a COTS item manufactured in the United States, and is compliant with the Buy American Act.

Emailed 8/27/15

12-Unit Apartment Project
3046-3052 Anderberg Drive
Public Works Review #1

The following comments are based on the plans submitted for a rezone request and Architectural Design Review for Lot 117 of Swan Creek of Nine Springs, dated January 23, 2015. RE, 8-26-15; AB, 8-27-15; CH, 8-27-15. Additional comments beyond these may be required on future reviews.

General Comments

1. Please confirm that refuse and recycling container(s) are located and sized properly.
2. The applicant will need to submit a Construction & Demolition Reuse/Recycling Plan to Public Works.
3. A street tree waiver will need to be signed by the Owner for street trees to be planted by the City along Anderberg Drive.
4. A waiver of special assessment for sidewalk will need to be signed by the Owner, to allow for the potential for future sidewalk construction on Anderberg Drive.

Transportation Comments

1. The driveway should follow the Commercial Driveway Standards of the City of Fitchburg, consisting of a concrete apron and straight tapers to meet the public street. This drawing can be found in the City's Standard Specifications document, available on our website: http://www.city.fitchburg.wi.us/departments/cityHall/publicWorks/documents/StandardSpecifications.pdf
2. Provide outdoor bicycle parking. Outdoor parking should follow the standards of the City's Bicycle and Pedestrian Plan (on the city's website at: http://www.city.fitchburg.wi.us/departments/cityHall/publicWorks/transportation/BicycleTransportation.php) with regards to location and style. Indoor bike parking should also be considered to accommodate convenient, safe, and secure bicycle storage for residents.

Water Main and Sanitary Sewer

Utility comments will follow under separate cover.

Erosion Control and Stormwater Management (ECSWM) Comments

1. A new Erosion Control & Storm Water Management permit application will need to be submitted to the Fitchburg Public Works Department for review and approval (The ECSWM application and information on requirements can be found at: http://www.fitchburgwi.gov/231/ECSWM-Requirements.
2. A stormwater maintenance agreement (recorded at the Dane County Register of Deeds office) will be required for the necessary private stormwater management practices approved by the City (e.g. private storm sewer, rain gardens, etc.). The owner(s) would be eligible for up to a 50% reduction in stormwater utility rates for the proposed stormwater practices. The following

link: http://www.fitchburgwi.gov/230/Credit-Opportunities provides the application form and details on this program.

3. The designer may contact Fitchburg's Environmental Engineer at 270-4264 or rick.eilertson@fitchburgwi.gov if he/she has any questions on ECSWM performance standards for this site.

9/2/15
emailed to
Bob Sieger

12-Unit Apartment Project
3046-3052 Anderberg Drive
Public Works Review #1

The following utility comments are based on the plans submitted for a rezone request and Architectural Design Review for 3046-3052 Anderberg Drive, dated August 18, 2015. TF, 9-2-15; CH, 9-2-15. Additional comments beyond these may be required on future reviews.

Utility Comments

1. Public water main shall be extended along Anderberg Drive to service this development. The Designer shall meet with the Fitchburg Utility to review layout for public utilities as well as private utilities. Additional comments will follow based on this meeting. Plan and profile drawings for the public water main will need to be submitted to the City and to DNR for review and approval.
2. An agreement for subdivision improvements shall be executed for the public improvements necessary to develop this lot. A letter of credit in the amount of 115% of the public improvement cost is required as part of this agreement.
3. Water impact fees shall be paid and a water access agreement shall be executed prior to the release of a building permit.
4. MMSD Fees shall be paid prior to the start of installation of public improvements or prior to release of a building permit, whichever comes first.

Emailed 8/26/15

THE CITY OF
Fitchburg
PLANNING & ZONING

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

Application: RZ/CU-2077-15
Property Address: TBD
Property Location: Anderberg Drive
Review Date: August 26, 2015
Planning Staff Review #1

Planning staff has reviewed your submitted pre-application request for a land division on Lot 3 CSM 10695, submitted on August 18, 2015. The following comments are based on this review. Please respond to these comments with a detailed narrative response, along with appropriate revised plans, by 4:00 p.m. on Tuesday, September 1, 2015. Further comments or questions may arise as additional review occurs.

1. The proposed buildings do not meet the setbacks required for the R-H zoning district for each individual lot. Given this, the three parcels will need to be treated together as one lot.
2. A Conditional Use Permit (CUP) is needed as there are three proposed buildings on one lot; the R-H Zoning district allows a maximum of two multi-family dwelling unit structures unless a great number is approved by Conditional Use.
3. Sheet C1.1 shows two proposed parking stalls extending onto parcel D, which is the land to be dedicated for parkland. These stalls will need to be a minimum of two feet from the property line. There are two options:
    a. Adjust the parcel line for parcel D
    b. Shift the parking stalls to the north
4. Please update the elevation drawing, sheet A4.1, to detail the building height as there is no scale on the drawing.
5. Please provide written authorization from the current property owners authorizing your submittal of these requests.
6. Park fees
    a. Parkland dedication: 2,900 sq ft per dwelling unit; 2015 fee in-lieu of parkland dedication is $4,330 per dwelling unit
    b. Park Improvement fee: $145 per multi-family residential dwelling unit
    c. Park Street Frontage (will need to be calculated)
7. Lighting – please confirm that all exterior lighting is full cut-off or dark sky compliant.
8. Please provide a colors & materials board to the Plan Commission meeting.
9. Stormwater is not identified on the plan sheets. Please provide details as to where the stormwater facilities will be located.
10. The turn in between buildings A & C appears to be rather tight. Is this space sufficient to accommodate vehicular turning movements?
11. Please add some permanent shrubs along the building.
12. What are you using for the Natural Prairie Grass seed?

THE CITY OF Fitchburg PARKS

Scott Endl, Director
Parks, Recreation and Forestry
5520 Lacy Road
Fitchburg, WI 53711-5318
Phone: (608)270-4288
Scott.Endl@city.fitchburg.wi.us

Memo
To: Susan Sloper – Community Planner
From: Endl – PRF
Ref.: Comments RZ-2077-15 & ADR – Anderberg Drive
Date: August 26, 2015

Please find below Parks Department comments, per your request, on RZ-2077-15 & ADR – Anderberg Drive.

- Parkland Dedication per Ordinance 24-2(d)(2)(a); Dedication of parks, playgrounds, recreation and open spaces – 2,900 square feet per dwelling unit. Park dedication required for 12 units proposed with is 34,800 sq. ft. (.8 acres).
- Fee in lieu of Parkland Dedication per Ordinance 24-2(d)(2)(e); $4,330 per dwelling unit. 12 units = $51,960. It would be my recommendation to take Parcel D as the parkland dedication – unless they are designated to be wetlands.
- Parkland Improvement fee per Ordinance 24-15(e), 22-647(2); $145 per dwelling unit (2015 price) 12 units = $1,740
- Fee in lieu of Street Frontage for Parks per Ordinance 24-15(e), 22-647(3).

Additional comments:

- Will there be public parking opportunities near Parcel D for access to the E-way canoe access?
- What is the physical make up of Parcel D – designated wetlands? Wetlands will not be credited towards parkland dedication

Please feel free to contact me with any questions.

Respectfully,
Scott Endl

Susan Badtke

From: Chad Grossen
Sent: Monday, August 24, 2015 9:58 AM
To: Susan Badtke
Subject: RE: Comment Request: RZ-2077-15 & ADR (Anderberg Drive)

Susan, fire apparatus access and fire hydrants shall comply to Fitchburg Ordinance Ch. 44. A meeting may be required to discuss the issues. Chad

From: Susan Badtke
Sent: Thursday, August 20, 2015 11:07 AM
To: Thomas Hovel; Jill Igl; Dell Zwieg; John Crook; Chad Brecklin; Chad Grossen; Scott Endl; Michael Zimmerman; Steve Arnold; Tony Hartmann; Johnson, Jake
Cc: Donald Bates; Cory Horton
Subject: Comment Request: RZ-2077-15 & ADR (Anderberg Drive)

See attached comment request and application materials for RZ-2077-15 & ADR; a copy is also available for review on the third floor light table.

Please review and provide all comments to me by 4:00 p.m. on August 26, 2015.

Thanks,

Susan Badtke
Community Planner
City of Fitchburg, WI | 5520 Lacy Road | Fitchburg, WI 53711
susan.badtke@fitchburgwi.gov
ph: 608.270.4256
fax: 608.270.4275

Fitchburg

Plan Commission
Initiated by

Planning/Zoning
Drafted by

September 15, 2015
Date

ORDINANCE NO. 2015-O-30

ZONING ORDINANCE AMENDMENT
APPROVING REZONING REQUEST RZ-2077-15 BY BOB SIEGER, WITH AUTHORIZATION FROM JOANNE JENSEN AND ERNEST SCHUPENBACH, TO REZONE A PORTION OF PROPERTY FROM THE A-T (TRANSITIONAL AGRICULTURE) AND R-M (RESIDENTIAL – MEDIUM DENSITY) DISTRICTS TO THE R-H (RESIDENTIAL – HIGH DENSITY) AND A PORTION OF PROPERTY TO THE P-R (PARK & RECREATION) DISTRICT ON PROPERTY ASSOCIATED WITH 3046 AND 3048 ANDERBERG DRIVE.

WHEREAS, pursuant to Fitchburg Ordinance No. 87-0-06, Section 3, Zoning District Maps were adopted within the corporate limits of the City of Fitchburg until expressly altered by the City Council, and

WHEREAS, the Plan Commission of the City has recommended approval of the rezoning request RZ-2077-15, submitted by Bob Sieger, with conditions, following a public hearing held on September 15, 2015,

NOW THEREFORE the Common Council of the City of Fitchburg, Dane County, Wisconsin does ordain that:

(1) The Zoning district maps of the City of Fitchburg shall be amended to include in the R-H (Residential – High Density) District property fully described as:

Part of the Northwest ¼ of the Northwest ¼ of Section 1, Township 6 North, Range 9 East, in the City of Fitchburg, Dane County, Wisconsin, described as follows: Beginning in the centerline of U.S. Highway 13 which is 1599.6 feet Southeasterly from intersection of centerline with North line of section extended; thence North 67°15' East, 17.8 feet to the point of beginning; thence North 23°51' East, 84.2 feet; thence North 68°38' East, 137.9 feet; thence South 16°03' East to a point North 67°15' East, 200 feet from the point of beginning; thence South 67°15' West, 200 feet to the point of beginning; AND

Part of the West ½ of the Northwest ¼ of Section 1, Township 6 North, Range 9 East, in the City of Fitchburg, Dane County Wisconsin, and which is more particularly described as follows: Commencing at the intersection of the North line of Section 2, Township of Fitchburg, and the center line of U.S. Highway 14; thence Southeasterly along said center line of highway, 1696.75 feet to the point of beginning of this description; thence North 66°25' East, 178.5 feet to the center line of an old road; thence South 15°16' East along said center line of old road, 120.2 feet; thence Westerly to a point in the center line of U.S. Highways 13 and 14, that is North 29°06' West, 350 feet from the center of the Concrete Bridge spanning Nine Springs Drainage Ditch; thence North 29°06' West along said center line of highway, 98.7 feet to the point of beginning; AND

Part of the fractional Northwest ¼ of the Northwest ¼ of Section1, Township 6 North, Range 9 East, (Township of Fitchburg), now in the City of Fitchburg, Dane County, Wisconsin, described as follows: Beginning at a point in the center of U.S. Highway 13 which is 1599.65 feet Southeasterly from the point of intersection of said center line of said U.S. Highway 13 with North line of said Section 1 extended; thence South 29°06' East, 97.1 feet along said center line; thence North 67°15' East, 178 feet to the center of an old highway; thence North 16°03' West, 96.8 feet along the center line of said highway; thence South 67°15' West, 200 feet to the place of beginning.

(2) The Zoning district maps of the City of Fitchburg shall be amended to include in the P-R (Park & Recreation) District property fully described as:

Part of the West ½ of the Northwest ¼ of Section 1, Township 6 North, Range 9 East, (Township of Fitchburg) now in the City of Fitchburg, Dane County, Wisconsin: Commencing at the centerline of highway at a point, which is 2170 feet South from the North line of the Township of Fitchburg; thence North 0°41' East, 202.4 feet along center line of old road; thence North 11°23' West, 147.6 feet, along the center line of old road; thence Westerly 150 feet to the center of U.S Highways 13 and 14; thence Southeasterly 350 feet along the centerline of said U.S. Highways 13 and 14 to the point of beginning.

(3) No other permit or approval is waived or deemed satisfied except for the approval provided herein.

(4) Applicant shall record a statement at the Dane County Register of Deeds treating the three multi-family parcels as one.

(5) All park fees shall be paid in order for this rezoning to take effect.

(6) Applicant shall address all park requirements prior to this rezoning taking effect. Wetlands will not be accepted as park dedication. With this rezoning, the Council accepts parcel D as park dedication, provided that no wetlands are on-site.

The above and foregoing ordinance was duly adopted by the Common Council of the City of Fitchburg, at a regular meeting held on the _____day of _____, 2015.

_____
Patti Anderson, City Clerk

Approved: _____ _____
Stephen L. Arnold, Mayor

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-97-15**

Sponsored by: Mayor Drafted by: Public Works

TITLE: **A RESOLUTION GRANTING A PRIVATE ACCESS EASEMENT ON LOT 2 OF CSM 445 (MCGAW PARK) FOR 5267 LACY ROAD, CITY OF FITCHBURG, WISCONSIN**

Background:

In 1975 the City purchased land for McGaw Park. At that time there was access across the land from the adjoining Lot 1, CSM 445 to Lacy Road. The ownership of Lot 1 has changed and the new owner would like an easement to insure that they will have access to their property.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Planning Commission	Hovel	September 15, 2015	Approved
2				
3				
4				

Amendments:

ACCESS EASEMENT FOR INGRESS AND EGRESS

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

Parcel Number:
225/0609-142-8591-2

CITY OF FITCHBURG grants to the **owner of Lot 1 CSM 445**, access easement for ingress and egress.

RECITALS:

A. **CITY OF FITCHBURG** is the fee holder of certain real property in the City of Fitchburg, County of Dane, State of Wisconsin, and more particularly described in recital B below and depicted on Exhibit A attached hereto and made a part hereof (the "Property").

B. The owner of Lot 1, CSM 445 has requested that **CITY OF FITCHBURG** grant access over the portion of the Property owned by the City as depicted on Exhibit A and more fully described as follows (the "Access Easement Area"):

Access Easement Area Description:
Part of Lot 2, CSM 445 located the Northwest ¼ of the Northwest ¼ of Section 14, T6N, R9E, City of Fitchburg, Dane County, Wisconsin.
Commencing at the southeast corner of Lot 1, CSM 445;
Thence N00°12'34"E, 30.00' along the east line of said Lot 1 to the point of beginning;
Thence N00°12'34"E, 60.00' along the east line of said Lot 1;
Thence S88°34'50"E, 60.00';
Thence N00°12'34"E, 154.94' to the southerly Right of Way of Lacy Road;
Thence S88°34'50"E, 60.00' along the southerly Right of Way of Lacy Road;
Thence S00°12'34"W, 214.94';
Thence N88°34'50"W, 120.00' to the point of beginning

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby agrees as follows:

1. Grant of Access. Access for ingress and egress, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress.

2. Reversion. If this access easement ceases to be used and maintained for the purposes and intent under this easement for a period of 3 years, then the City, its successors or assigns, reserves the right to all title and interest of the grantee in the above-described part of Lot 2, and said easement shall cease and revert immediately to the City, its successors or assigns.

3. Consistent Uses Allowed. The City reserves the right to use the Property for existing and future outdoor recreational purposes that will not interfere with the Grantee's full enjoyment of the easement rights granted in this Agreement.

4. Covenants Run with Land. All of the terms and conditions in this agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of,

and be enforceable by the City and the Grantee and their respective successors and assigns. The party named as "City" in this Agreement and any successor or assign to the City as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.

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

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

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

Dated this ____ day of _____, 2015.

_____

By:_____

STATE OF WISCONSIN

COUNTY OF DANE

The forgoing instrument was acknowledged before me on this ____ day of _____, 2015, by the above-named _____ to me known to be the person who executed and acknowledged the foregoing instrument, being duly authorized to do so.

_____
Printed name of Notary Public, State of Wisconsin

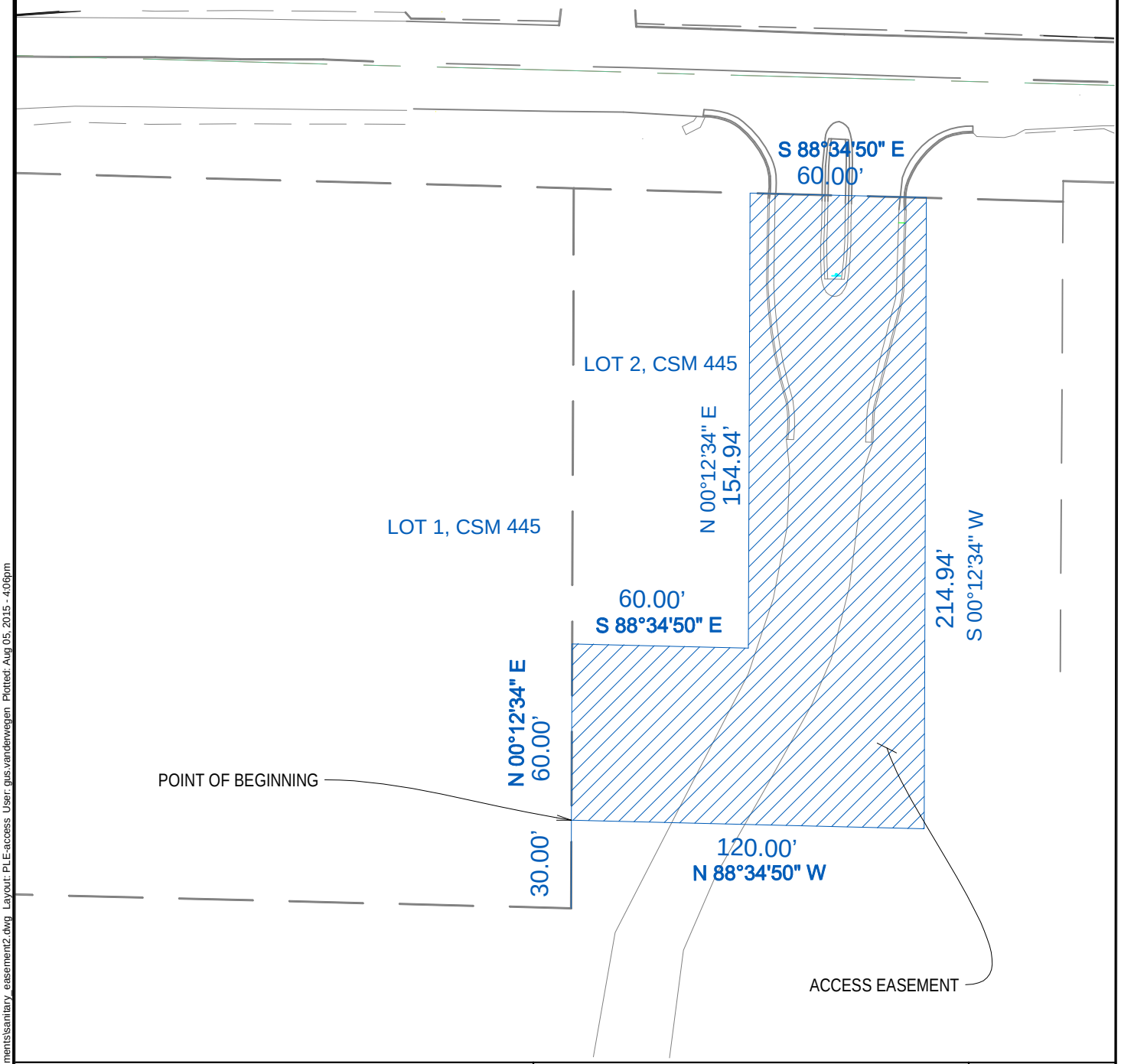
`

_____
Signature of Notary Public, State of Wisconsin
My Commission Expires:_____ .

This document is authorized by Resolution R-97-15 adopted on _____, 2015.
This document was drafted by Department of Public Works, City of Fitchburg.

EXHIBIT A
ACCESS EASEMENT

PART OF LOT 2,CSM 445 IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 9 EAST, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN



THE CITY OF Fitchburg PUBLIC WORKS

DRAWN BY: G VanderWegen REVIEWED BY: T. FOSS

GRAPHIC SCALE
0 25 50
1" = 50 FEET

File: M:\GIS\DATA\Plats_CSMs\eEasements\sanitary_easement2.dwg Layout: PLE-access User: gus.vanderwegen Plotted: Aug 05, 2015 - 4:06pm

Stephen L. Arnold
Introduced by

Public Works
Drafted by

Planning
Committee

September 8, 2015
Date

RESOLUTION R-97-15

A RESOLUTION GRANTING A PRIVATE ACCESS EASEMENT ON LOT 2 OF CSM 445 (MCGAW PARK) FOR 5267 LACY ROAD, CITY OF FITCHBURG, WISCONSIN

WHEREAS, the owner of Lot 1 of CSM 445 has had access through Lot 2 since before the City purchased the property in 1975; and

WHEREAS, the DNR has indicated that they are in support of granting such easement as written; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Fitchburg that it approves granting a private access easement on Lot 2 of CSM 445 (McGaw Park) for 5267 Lacy Road.

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

Adopted by the Common Council of the City of Fitchburg this ___day of 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-100-15**

Sponsored by: Mayor Drafted by: Public Works

TITLE: **A RESOLUTION RELEASING A PLATTED PUBLIC SANITARY SEWER EASEMENT ON LOT 21 IN FIRST ADDITION TO FITCHBURG TECHNOLOGY CAMPUS CITY OF FITCHBURG, WISCONSIN**

Background:

As part of the TechLands plat improvements sanitary sewer servicing properties along Nobel Drive within the First Addition to Fitchburg Technology Campus plat, east of Research Park, was rerouted from Lot 21 in the First Addition to Fitchburg Technology Campus plat to Nobel Drive within the TechLands plat. The platted public easement on Lot 21 in First Addition to Fitchburg Technology Campus is no longer necessary.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Planning Commission	Hovel	9/15/15	Approved
2	Board of Public Works	Horton	9/21/15	
3				
4				

Amendments:

RELEASE OF PLATTED PUBLIC SANITARY SEWER EASEMENT

Recording Area

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

Parcel Number:
225/0609-152-4302-2

1. The undersigned, hereby releases all right, title and interest which it may have in a certain public utility easement, depicted on the Easement Exhibit and more particularly described as follows:

   A 20 foot wide sanitary sewer easement located in Lot 21, First Addition to Fitchburg Technology Campus, Recorded in Volume 58-025A, Plats, Pages 135-139, Document Number 3708613 in the Dane County Register of Deeds Office. Located in Section 15, Township 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin, bound by the following described line:

   Commencing at the Southeast Corner of Lot 21, First Addition to Fitchburg Technology Campus, said point being the Point of Beginning of this release of a 20 foot wide sanitary sewer easement description; thence S57°31'51"W, 23.73 feet along the south line of said Lot 21; Thence N0°06'12"E, 313.52 feet, parallel to the east line of said Lot 21; Thence N58°35'56"W, 125.55 feet; Thence N31°24'04"E, 20.00 feet; Thence S58°35'56"E, 129.59 feet, to the easterly line of said Lot 21; Thence S33°11'35"E, 11.21 feet, along the easterly line of said Lot 21; Thence S0°06'12"W, 306.36 feet, along the easterly line of said Lot 21 to the Point of Beginning;

   Said release of a 20 foot wide sanitary sewer easement containing 0.20 acres, more or less.

2. Attached hereto as Easement Exhibit is a map showing the portion of the public utility easement to which the undersigned is relinquishing its rights.

   Dated this ____ day of _____, 2015

_____
Stephen L. Arnold, Mayor

_____
Patti Anderson, City Clerk

STATE OF WISCONSIN

COUNTY OF DANE

The forgoing instrument was acknowledged before me on this ____ day of _____, 2015, by the above-named _____ to me known to be the person who executed and acknowledged the foregoing instrument, being duly authorized to do so.

_____
Notary Public, State of Wisconsin

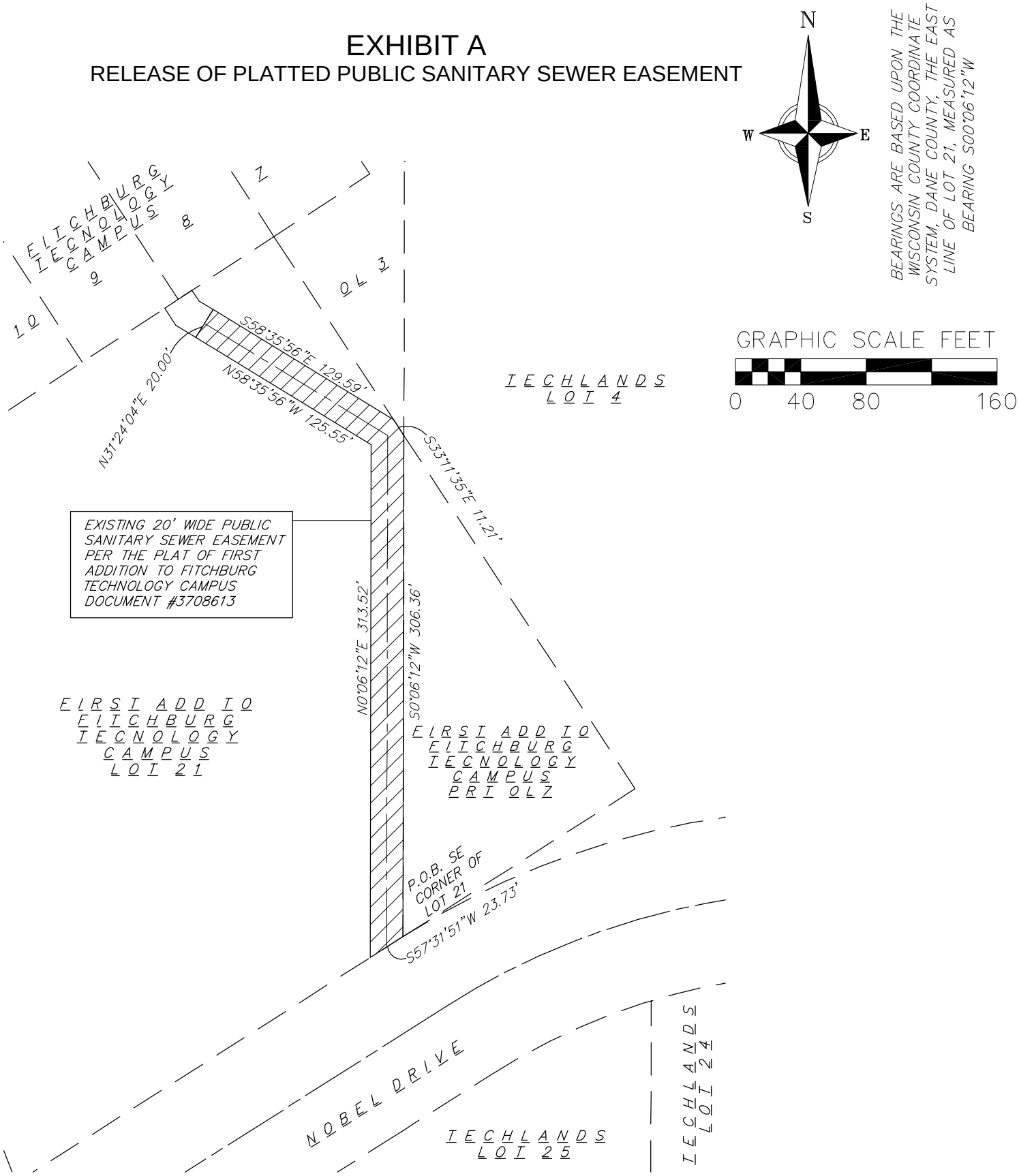
_____
Printed Name of Notary Public

My commission expires:_____.

This documents is authorized by Resolution R-__-15 adopted on _____,2015.
This document was drafted by Department of Public Works, City of Fitchburg.

EXHIBIT A

RELEASE OF PLATTED PUBLIC SANITARY SEWER EASEMENT



22 Dec 2014 - 10:03a M:\Ruedebusch\33107490_FTC Phase II\AutoCAD\Sanitary Release Exhibit_7490.dwg by: mmar

vierbicher
planners | engineers | advisors
REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201 Madison, Wisconsin 53717
Phone: (608) 826-0532 Fax: (608) 826-0530

EXHIBIT A

SCALE	1"=80'
CHECKED	MMAR
DRAFTER	WBUL
DATE	2014-12-22
JOB NO.	33107490

SHEET 3 OF 3

Stephen L. Arnold
Introduced by

Public Works
Drafted by

Board of Public Works & Planning
Committee

September 8, 2015
Date

RESOLUTION R-100-15

A RESOLUTION RELEASING A PLATTED PUBLIC SANITARY SEWER EASEMENT ON LOT 21 IN FIRST ADDITION TO FITCHBURG TECHNOLOGY CAMPUS CITY OF FITCHBURG, WISCONSIN

WHEREAS, the developer of the TechLands plat has put together a comprehensive development for this plat; and

WHEREAS, as part of the TechLands plat improvements sanitary sewer servicing properties along Nobel Drive within the First Addition to Fitchburg Technology Campus plat, east of Research Park, was rerouted from Lot 21 in the First Addition to Fitchburg Technology Campus plat to Nobel Drive within the TechLands plat; and

WHEREAS, the public sanitary sewer easement on Lot 21 in the First Addition to Fitchburg Technology Campus is no longer necessary; and

WHEREAS, the developer of TechLands has agreed to convey the sanitary sewer through their plat and the owner of Lot 21 in First Addition to Fitchburg Technology Campus has agreed to the abandonment of the sanitary sewer on their lot.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Fitchburg that it approves the release of platted public sanitary sewer easement on Lot 21 in the First Addition to Fitchburg Technology Campus plat.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign the necessary documents for the recording of the easement release.

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: 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 $50,601 plus the option for the hydraulic discharge chute $2,354 for a total cost of $52,955. The budget for the new chipper is 50,000. Staff anticipates that the sale of the existing chipper will exceed the amount budgeted by more than the $2,955 and that the net budget will 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	Approved
2	Finance Committee	Dodge	September 22, 2015	
3				

Amendments:

2014 Vermeer Global Account Pricing

NJPA Landscape Equipment Contract # 070313-VRM

☐ **QUOTE**
☐ **ORDER**

National Joint Powers Alliance®

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: $50,601.00**

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)	**$3,494.00**
☑	Hydraulic Discharge Chute (rotation & deflector) (080)	**$2,354.00**
☑	Lockable Instrument Panel Cover (110)	**$135.00**
☑	Biodegradeable Oil (998)	**$310.00**
☑	Miscellaneous Features: sales code _ _ _	**$_____.___**

SubTotal: _____
Dealer Freight & Prep: _____
Quantity: _____

Total: _____
Enter Sales Tax %: _____ **Sales Tax:** _____

Grand Total: _____

Pricing effective 11/01/14
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

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, staff anticipates that the trade allowance for the old brush chipper will be more than $3,000 over the amount budgeted.

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 $52,955.00 .

BE IT FURTHER RESOLVED, that it approves as surplus the 2002 Vermeer BC 1400 chipper and authorizes the City Administrator to obtain bids at www.publicsurplus.com for the sale of the equipment with the minimum bid of $8,000.

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

DRAFT

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	Approved
2	Planning Commission	Hovel	September 15, 2015	Approved
3				
4				

Amendments:

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.

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 _____

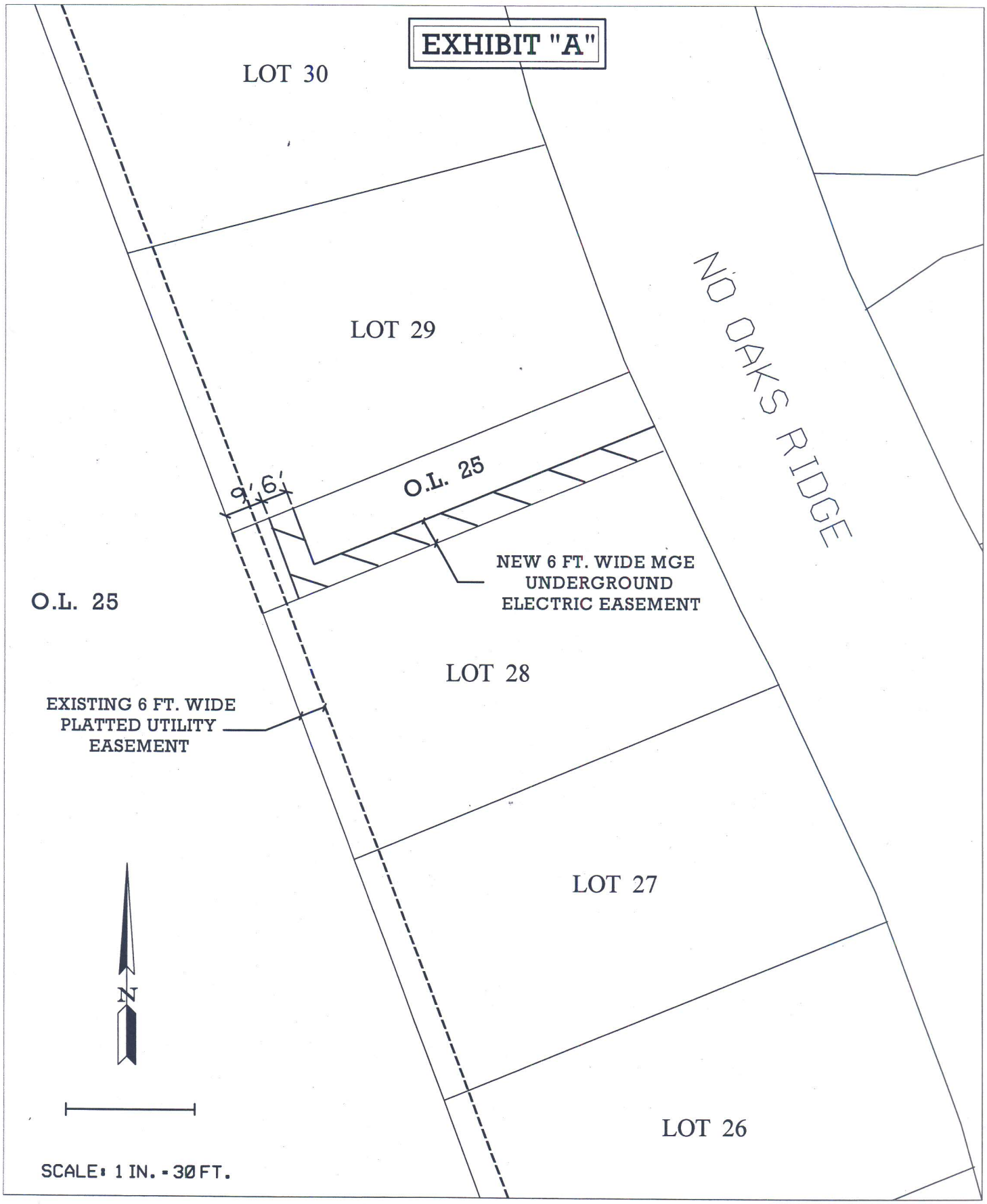


EXHIBIT "A"
LOT 30
LOT 29
NO OAKS RIDGE
O.L. 25
9'
6'
NEW 6 FT. WIDE MGE
UNDERGROUND
ELECTRIC EASEMENT
O.L. 25
LOT 28
EXISTING 6 FT. WIDE
PLATTED UTILITY
EASEMENT
LOT 27
N
LOT 26
SCALE: 1 IN. = 30 FT.

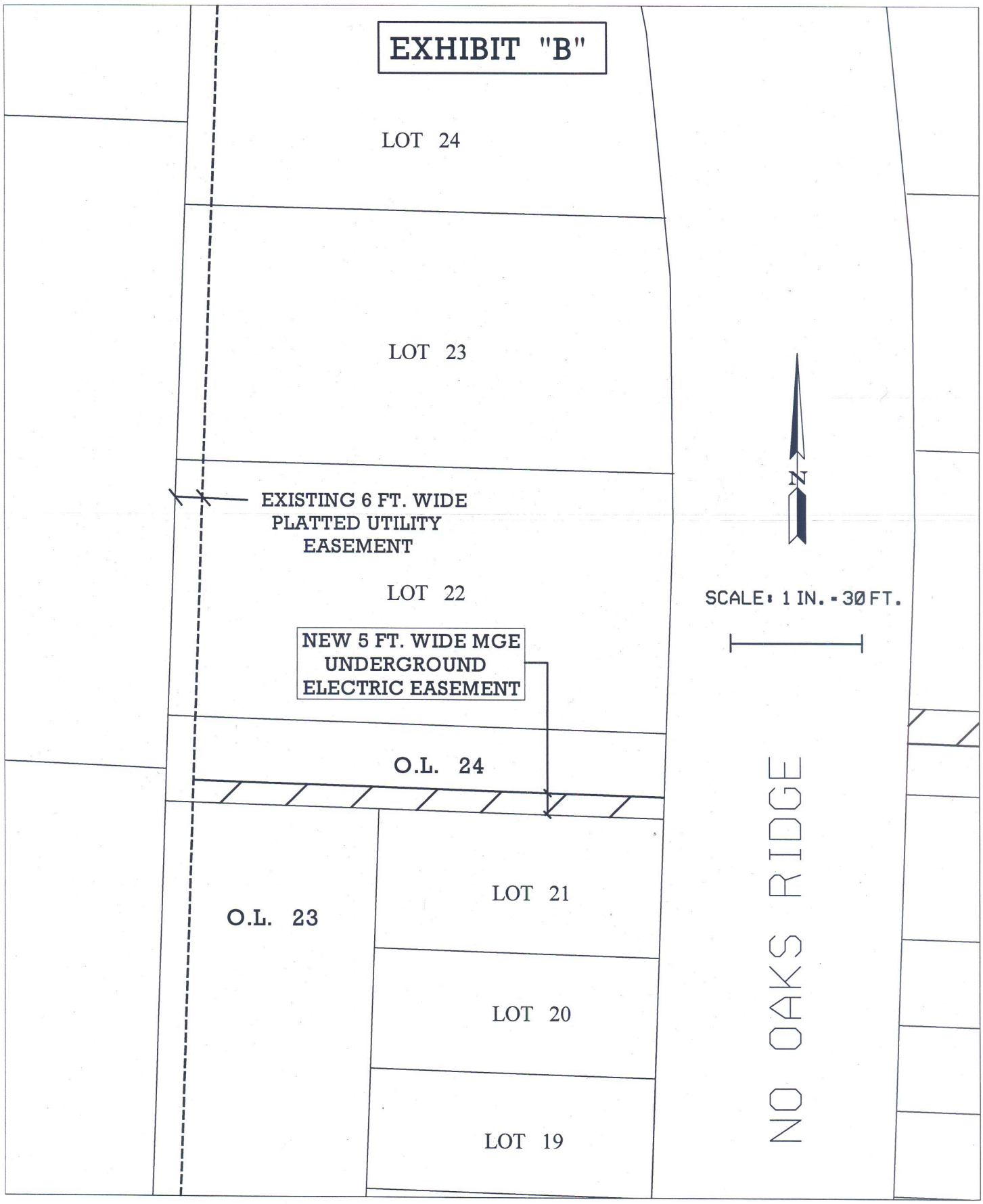
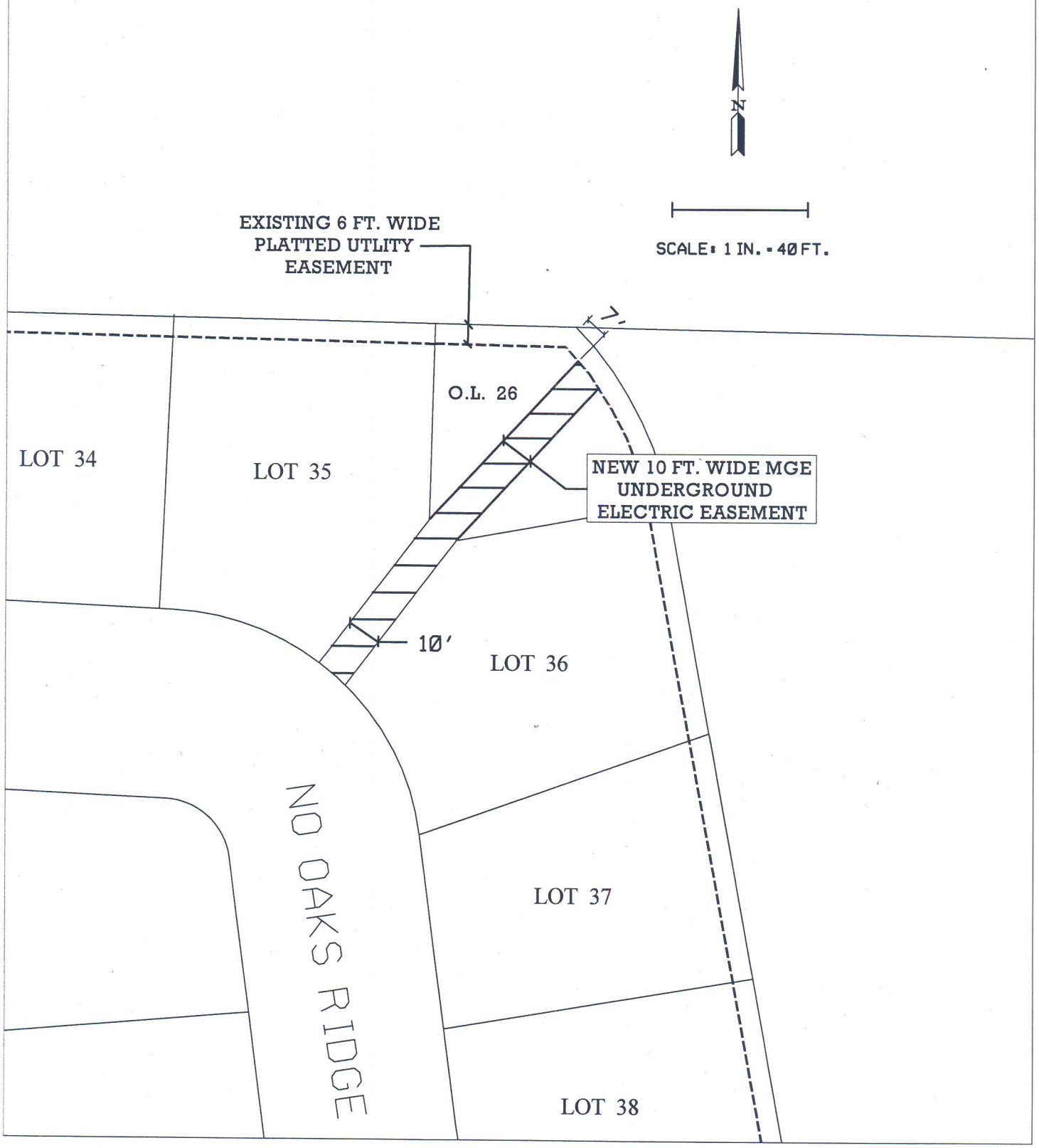


EXHIBIT "B"
LOT 24
LOT 23
EXISTING 6 FT. WIDE
PLATTED UTILITY
EASEMENT
LOT 22
NEW 5 FT. WIDE MGE
UNDERGROUND
ELECTRIC EASEMENT
O.L. 24
O.L. 23
LOT 21
LOT 20
LOT 19
N
SCALE: 1 IN. = 30 FT.
NO OAKS RIDGE

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

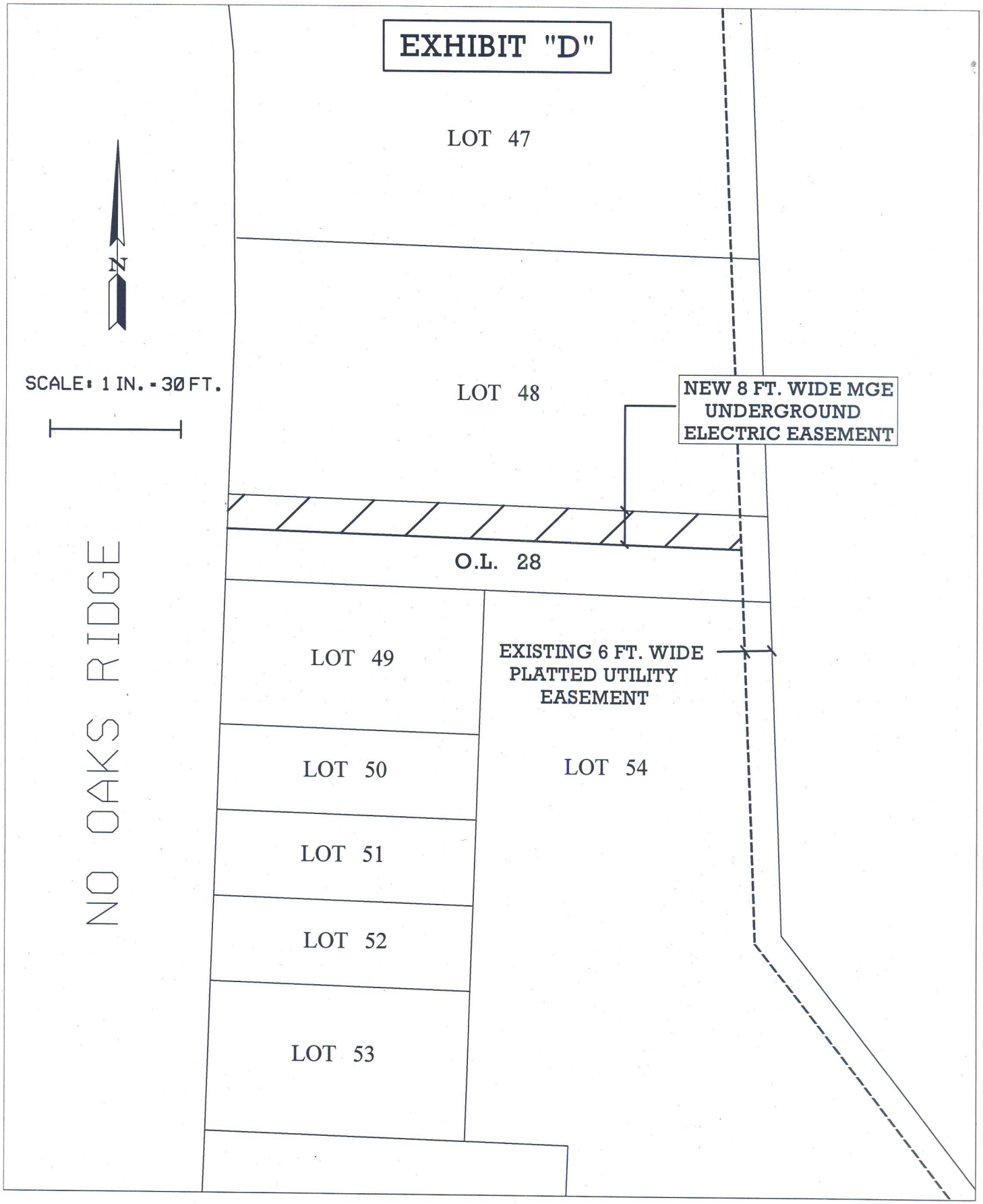


EXHIBIT "D"
LOT 47
LOT 48
SCALE: 1 IN. = 30 FT.
NEW 8 FT. WIDE MGE UNDERGROUND ELECTRIC EASEMENT
O.L. 28
NO OAKS RIDGE
LOT 49
EXISTING 6 FT. WIDE PLATTED UTILITY EASEMENT
LOT 50
LOT 54
LOT 51
LOT 52
LOT 53

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	Approved
2				
3				
4				

Amendments:

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** Ordinance Number:
Date to Report Back**: September 22, 2015** 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	Approved

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

City of Fitchburg
Committee or Commission Referral

Direct Referral by Mayor to:

Date Referred**: September 8, 2015** Ordinance Number:
Date to Report Back**: September 22, 2014** Resolution Number: **R-91-15**
Sponsored by: Mayor Pfaff Drafted by: Parks Department

TITLE: **Permitting the Parks Department to Apply for a DNR Urban Forestry Grant for 2016**

Background:
This application proposes urban forestry projects with a total cost of approximately $27,500, half of which ($13,750) will be reimbursed in 2017 - once the 2016 projects are completed and reconciled.

See additional information attached.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Parks, Recreation, & Forestry	Endl	August 6, 2015 **Grant due October 1, 2015**	Approved
2				
3				
4				

Amendments:

2016 DNR Urban Forestry Matching Grant Application

Project: EAB Treatment and Canopy Improvement

Component 1. EAB Treatment -- Component Cost $19,200

- Fourth year of EAB treatments of all healthy, well-formed public ash
- Treatment program is on a 3 year cycle
    - 2016 is first year of second round
- 156 trees to assess and a subset of those to treat: ~2300 DBH inches
    - Specimen trees and Save-an-Ash trees
- Injections will be done by city public works and parks employees
- 2015 cost was $6.97 per diameter inch
    - Assessment, insecticide, materials, labor, equipment

The long term outcome will be the preservation of mature trees and canopy. The selective removal of unhealthy or poorly-formed ash trees will slowly reduce the number in the urban forest avoiding an acute negative impact on the forest canopy and provide the opportunity to continue to improve the diversity of our forest.

Component 2. Arbor Day, Migratory Bird Day and Earth Day Celebration – Component Cost $3600

- Annual Event usually at Mckee Farms Park.
- 8 AM – 1 PM Saturday, May 7, 2016
- Agenda
    - Bird Walk
    - Tree Planting
    - Tree City, Growth Award and Bird City Award Presentations
    - 'Tree of the Year' Play
    - Tree and Bird Activities for Kids
    - Tree Walk
    - Pruning Demonstration
    - Refreshments
- Neighborhood Association Presentations
    - Arrange for presentation on EAB and various Urban Forestry topics at annual meetings.

Component 3. Staff Training – Component Cost $4700

- Urban Forester and Parks and Forestry Assistant attend WAA Conference in Green Bay
- Urban Forester and Parks and Forestry Assistant attend UW-Extension Winter Series Workshop

.

Project Total: $27,500
City Share: $13,750
Grant Share: $13,750

Grant Project Ranking

Urban Forestry Grant applications will be ranked according to how well the projects align with the DNR program objectives and priorities for last year.

These include:
A) Long-term effect on urban tree canopy and the benefits it provides;
B) Emerald ash borer plans or insecticide treatment to preserve canopy;
C) Alignment with DNR urban forestry program goals;
D) Developing or enhancing municipal tree management programs; and,
E) Projects that could serve as a model for others to adopt.

While these priorities do not preclude funding any eligible project, applications that address the 2015 objectives and priorities will rank higher compared to those that do not.

Arnold Steve, Mayor
Introduced By

Parks Department
Drafted By

Parks Commission
Committees

September 8, 2015
Date

Resolution R-91-15

PERMITTING THE PARKS DEPARTMENT TO APPLY FOR A DNR URBAN FORESTRY GRANT FOR 2016

WHEREAS, the City of Fitchburg is interested in further development and improvements of its urban forestry program; and

WHEREAS, financial aid is required to carry out the project;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City of Fitchburg has budgeted a sum sufficient to complete the project and hereby authorizes Scott Endl, Director of Parks, Recreation and Forestry to act on behalf of the City of Fitchburg to submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available; sign documents; and take necessary actions to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED, that the City of Fitchburg will comply with state and federal rules for the programs; may perform force account work; will provide or be responsible for 100% of updating plans or ongoing operations and will obtain from the State of Wisconsin Department of Natural Resources approval in writing before any changes are made in the proposed project.

Adopted 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-92-15**

Sponsored by: Mayor Drafted by: Wendy Rawson

TITLE: Exemption from the County Library Tax

Background: This is an annual resolution to exempt the City of Fitchburg from the Dane County Library Tax. Now that we are providing library service to city residents, we no longer need to pay the county to provide these services. This exemption is provisional, due to the fact that we do not yet meet all of the Dane County Library Standards. We plan to meet all of the standards by the end of 2014.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Library Board	Wendy Rawson	September 16, 2015	Approved
2				
3				
4				

Amendments:

Resolution R-92-15
Requesting Exemption from County Library Tax

WHEREAS the Dane County Board has established a county library and levies a county library tax as authorized under Section 43.57 (3) of the Wisconsin Statutes, and

WHEREAS the Dane County Library Board has determined that the library serving the city of Fitchburg meets the minimum standards of operation established by County Board Resolution 185, 2011-2012 and later amended by County Board Resolution 98, 2013-2014 in compliance with Section 43.11 (3) (d) of the Wisconsin Statutes, and

WHEREAS Section 43.64 (2) (b) of the Wisconsin Statutes provides that a village or city which levies a tax for public library service and appropriates and expends for a library fund as defined by s.43.52 (1) during the year for which the county tax levy is made a sum at least equal to the county tax rate in the prior year multiplied by the equalized valuation of property in the city or village for the current year, and

WHEREAS the city of Fitchburg will appropriate in 2015 and expend in 2016 an amount in excess of that calculated above in support of its library,

NOW THEREFORE BE IT RESOLVED that the city of Fitchburg hereby requests of the Dane County Board of Supervisors that the city of Fitchburg be exempted from the payment of any tax for the support of the County Library Service as provided in Section 43.64 (2).

BE IT FURTHER RESOLVED that confirmed copies of this resolution be forwarded by the city clerk to the following party:

Tracy Herold, Director
Dane County Library Service
1819 Aberg Av.
Madison, WI 53704

Date Passed:_____

Vote:_____

_____ _____
Authorized Signature Title of Person signing

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**: Sept. 22, 2015** Resolution Number: **R-96-15**

Sponsored by: Mayor Drafted by: Public Works

TITLE: **A RESOLUTION TO SET THE 2016 SOLID WASTE COLLECTION RATES**

Background: This resolution sets the 2016 Residential Unit Solid Waste (Refuse, Recycling, Yardwaste, and Brush) Collection Charge and the 2016 Apartment/Condominium Unit Brush Collection Charge. A spreadsheet analysis on the effect of the proposed rate is attached.

1. Attachment 1 includes the projected contractor costs for 2015 and 2016,
2. Attachment 2 includes the historic and projected status quo revenue and expenses for 2016, and
3. Attachment 3 includes an analysis that various unit charges would have on remaining fund balance projected at the end of 2016.

The level of service is proposed to be the same for 2016 as it has been for the last several years (weekly refuse collections, every other week recycling collections, 4 yardwaste collections and 14 brush collections).

The status quo collection fee of $142/ household would result in a reduction of fund balance of $38,198. In order to not deplete fund balance, Staff recommends increasing the collection fee to $150/household which would slightly increase our fund balance by $4,042. This would leave ~$241k in projected fund balance reserve at the end of 2016 (approximately 27% Reserve of Annual Budget).

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Resource Conservation Commission	Eilertson	September 21, 2015	
2	Board of Public Works	Horton	September 21, 2015	
3	Finance	Marsh	September 22, 2015	

Amendments:

CONTRACTOR COSTS

FOR CURBSIDE SOLID WASTE COLLECTION

(REFUSE, RECYCLING, BRUSH, & YARDWASTE)

2015 Estimated Solid Waste Contract Costs

Item	Unit cost	Units 1/1/15 - 6/30/15	Sub Total 1/1/15 - 6/30/15	Units 7/1/15 - 12/31/15	Sub Total 7/1/15 - 12/31/15
Refuse 52 total	$6.70	5280	$212,256.00	5300	$213,060.00
Recycling 26 total	$1.42	5280	$44,985.60	5300	$45,156.00
Yardwaste 4 total	$2.55	5280	$26,928.00	5300	$27,030.00
Brush 14 total	$1.49	5280	$47,203.20	5300	$63,176.00
Recycling Cart	$15.00	5	$75.00	5	$75.00
		Sub Total	$331,447.80		$348,497.00

12.29% Decrease in Collection Contract Costs (2014 to 2015)

Total Pell. End Year Estimate	$679,944.80	
Brush, Yardwaste, Sharps, MedDrop, Battery	$39,000.00	
Total		$718,944.80

2016 Estimated Solid Waste Contract Costs

Item	Unit cost	Units 1/1/16 - 6/30/16	Sub Total 1/1/16 - 6/30/16	Units 7/1/16 - 12/31/16	Sub Total 7/1/16 - 12/31/16
Refuse 52 total	$6.85	5300	$217,830.00	5320	$218,652.00
Recycling 26 total	$1.52	5300	$48,336.00	5320	$48,518.40
Yardwaste 4 total	$2.60	5300	$27,560.00	5320	$27,664.00
Brush 14 total	$1.54	5300	$48,972.00	5320	$65,542.40
Recycling Cart	$15.00	5	$75.00	5	$75.00
		Sub Total	$342,773.00		$360,451.80

4.40% Increase in Collection Contract Costs (2015 to 2016)

Total Pell. End Year Estimate	$703,224.80	
Brush, Yardwaste, Sharps, MedDrop, Battery	$47,335.00	
Total		$750,559.80

City of Fitchburg
Refuse & Recycle Collection Fund #213
2016 Operating Budget

Acct #	Account Name	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Actual	5 Year Average	2015 Budget	06/2015 YTD Actual	2015 Estimate	2016 Budget	Budget Change
213-4354-213	RECYCLING GRANT - ST OF WISC	$ 149,344	$ 96,507	$ 103,331	$ 103,365	$ 103,355	$ 111,181	$ 103,355	$ 103,524	$ 103,524	$ 81,650	$ (21,705)
213-4642-000	REFUSE & RECYCLE COLLECTION	$ 705,331	$ 708,969	$ 762,064	$ 764,147	$ 820,893	$ 752,281	$ 771,442	$ 770,201	$ 770,201	$ 774,522	$ 3,080
213-4800-000	MISCELLANEOUS REVENUES	$ 3,261	$ 2,272	$ 1,336	$ 2,232	$ 5,919	$ 3,004	$ 2,000	$ 2,782	$ 3,000	$ 3,000	$ 1,000
213-4800-001	C&D REUSE/RECYCLE DEPOSIT FEES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
213-4810-000	INTEREST ON TEMP INVESTMENTS	$ -	$ -	$ -	$ -	$ 1,015	$ 203	$ -	$ -	$ 1,000	$ 1,000	$ 1,000
213-4830-100	YARDWASTE POLYBAG SALES	$ -	$ -	$ 178	$ 96	$ 42	$ 63	$ -	$ 7	$ 40	$ 100	$ 100
213-4830-200	SALE OF RECYCLED MATERIALS	$ 1,020	$ 1,737	$ 3,811	$ 3,828	$ 3,493	$ 2,778	$ 3,000	$ -	$ 3,000	$ 3,000	$ -
213-4850-000	EDUCATION FUND	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
213-4860-000	PCARD REBATE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,000	$ 6,000
213-4922-215	TRANSFER FROM CDBG FUND	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
213-4930-213	FUND BALANCE APPLIED	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,334	$ -	$ (21,106)	$ 38,198	$ 33,864
	Total Revenues	$ 858,956	$ 809,485	$ 870,721	$ 873,668	$ 934,717	$ 869,509	$ 884,131	$ 876,515	$ 859,659	$ 907,470	$ 23,339

Acct #	Account Name	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Actual	5 Year Average	2015 Budget	06/2015 YTD Actual	2015 Estimate	2016 Budget	Budget Change
213-5362-110	SALARIES & WAGES - RECYCLING	$ 49,941	$ 51,987	$ 53,376	$ 53,717	$ 57,338	$ 53,272	$ 54,740	$ 29,518	$ 64,911	$ 71,049	$ 16,309
213-5362-115	OVERTIME WAGES	$ 270	$ 270	$ 468	$ 168	$ 320	$ 299	$ 38	$ 18	$ 482	$ 686	$ 648
213-5362-120	PT/LTE/SEASONAL WAGES	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,190	$ -	$ -	$ -	$ (5,190)
213-5362-130	DIRECT FRINGE BENEFITS	$ 9,396	$ 9,240	$ 8,269	$ 7,625	$ 8,380	$ 8,582	$ 8,700	$ 4,510	$ 9,484	$ -	$ (8,700)
213-5362-131	FICA	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,473	$ 5,473
213-5362-132	WRS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,722	$ 4,722
213-5362-135	LONGEVITY	$ 79	$ 99	$ 180	$ 216	$ 270	$ 169	$ 241	$ 242	$ 242	$ 311	$ 70
213-5362-140	PER DIEMS - RCC	$ 1,495	$ 1,245	$ 995	$ 1,015	$ 1,040	$ 1,158	$ 1,480	$ 515	$ -	$ -	$ (1,480)
213-5362-160	HEALTH INS	$ 12,452	$ 13,129	$ 12,582	$ 13,301	$ 13,371	$ 12,967	$ 15,224	$ 6,348	$ 12,695	$ 14,103	$ (1,121)
213-5362-161	LIFE INS	$ 34	$ 35	$ 36	$ 64	$ 75	$ 49	$ 62	$ 54	$ 91	$ 110	$ 48
213-5362-162	DISABILITY INS	$ 296	$ 302	$ 50	$ -	$ -	$ 130	$ 311	$ -	$ -	$ 406	$ 95
213-5362-163	DENTAL INS	$ 837	$ 837	$ 837	$ 837	$ 764	$ 822	$ 837	$ 343	$ 692	$ 692	$ (145)
213-5362-185	ALLOCATED BENEFIT-TAXABLE BOND	$ 4	$ -	$ -	$ -	$ -	$ 1	$ -	$ -	$ -	$ -	$ -
213-5362-195	OTHER GROUP BENEFITS-EMPLOYEES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Total Personnel Costs	$ 74,803	$ 77,143	$ 76,792	$ 76,943	$ 81,557	$ 77,448	$ 86,823	$ 41,546	$ 88,597	$ 97,552	$ 10,729
213-5362-210	PROFESSIONAL SERVICES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
213-5362-240	REPAIRS & MAINT - BY OTHERS	$ -	$ 2,538	$ -	$ -	$ -	$ 508	$ -	$ -	$ -	$ -	$ -
213-5362-245	COMPUTER RELATED REP & MAINT	$ 972	$ 156	$ 527	$ 2,000	$ 1,135	$ 958	$ 1,000	$ 662	$ 1,000	$ -	$ (1,000)
213-5362-290	OTHER CONTRACTUAL SERVICES	$ 671,716	$ 705,855	$ 775,436	$ 815,043	$ 822,100	$ 758,030	$ 724,945	$ 359,431	$ 718,993	$ 750,560	$ 25,615
213-5362-291	OTHER CONTRACTUAL - LEGAL ETC	$ -	$ -	$ 1,000	$ -	$ -	$ 200	$ -	$ -	$ -	$ -	$ -
	Total Contractual Services	$ 672,688	$ 708,548	$ 776,964	$ 817,043	$ 823,234	$ 759,696	$ 725,945	$ 360,092	$ 719,993	$ 750,560	$ 24,615
213-5362-310	OFFICE SUPPLIES & POSTAGE	$ 405	$ 425	$ 931	$ 994	$ 214	$ 594	$ 400	$ 5	$ 400	$ 400	$ -
213-5362-320	PUBLICATIONS, DUES & SUBSCRIPT	$ 1,000	$ 850	$ 1,005	$ 1,000	$ 900	$ 951	$ 1,000	$ 900	$ 1,000	$ 1,000	$ -
213-5362-325	TRAINING & STAFF DEVELOPMENT	$ 219	$ 205	$ 700	$ 474	$ 128	$ 345	$ 550	$ 459	$ 550	$ 550	$ -
213-5362-330	VEHICLE USE REIMBURSEMENT	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 100	$ 100	$ 100
213-5362-340	OPERATING MATERIALS & SUPPLIES	$ 29	$ 156	$ 159	$ 250	$ 135	$ 146	$ 250	$ 15	$ 250	$ 250	$ -
213-5362-345	PUBLIC INFORMATION & EDUCATION	$ 13,871	$ 10,615	$ 7,275	$ 7,118	$ 8,057	$ 9,387	$ 21,200	$ 2,780	$ 10,500	$ 12,500	$ (8,700)
213-5362-355	EQUIPMENT EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
213-5362-363	COMMUNICATIONS EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
213-5362-365	UTILITIES & TELEPHONE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
213-5362-380	YARDWASTE POLYBAGS	$ -	$ -	$ 445	$ 450	$ 591	$ 297	$ 450	$ 378	$ 756	$ 800	$ 350
213-5362-381	RECYCLING DROP OFF SITE MAINT	$ 1,702	$ 1,803	$ -	$ 10,319	$ 2,005	$ 3,166	$ 25,000	$ 697	$ 15,000	$ 15,000	$ (10,000)
213-5362-382	C&D DEPOSIT FEE REFUNDS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Total Operating Expenditures	$ 17,227	$ 14,054	$ 10,515	$ 20,606	$ 12,030	$ 14,886	$ 48,850	$ 5,235	$ 28,556	$ 30,600	$ (18,250)
213-5362-570	TECHNOLOGY ISF ALLOCATION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,245	$ 6,245
	Total Allocated Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,245	$ 6,245

City of Fitchburg
Refuse & Recycle Collection Fund #213
2016 Operating Budget

Acct #	Account Name	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Actual	5 Year Average	2015 Budget	06/2015 YTD Actual	2015 Estimate	2016 Budget	Budget Change
213-5920-100	TRANSFER TO GENERAL FUND	$ 18,000	$ 18,000	$ 18,000	$ 18,000	$ 19,643	$ 18,329	$ 20,000	$ -	$ 20,000	$ 20,000	$ -
213-5920-300	TRANS TO DEBT SERVICE-RENT	$ 2,513	$ 2,513	$ 2,513	$ 2,513	$ 2,513	$ 2,513	$ 2,513	$ -	$ 2,513	$ 2,513	$ -
213-5921-100	TRANSFER TO GENERAL FUND	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
213-5922-213	FUND BALANCE ADDED	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Total Transfers & Other Financing Sources	$ 20,513	$ 20,513	$ 20,513	$ 20,513	$ 22,156	$ 20,842	$ 22,513	$ -	$ 22,513	$ 22,513	$ -
	Total Expenditures	$ 785,231	$ 820,259	$ 884,784	$ 935,104	$ 938,977	$ 872,871	$ 884,131	$ 406,873	$ 859,659	$ 907,470	$ 23,339
	Net Surplus/(Deficit)	$ 73,725	$ (10,773)	$ (14,063)	$ (61,436)	$ (4,260)	$ (3,362)	$ -	$ 469,641	$ -	$ -	$ -

Analysis of Various Charges on Fund Balance Remaining at End of 2016

2008 Unit Charge	2009 Unit Charge	2010 Unit Charge	2011 Unit Charge	2012 Unit Charge	2013 Unit Charge	2014 Unit Charge	2015 Unit Charge	2016 Unit Charge	2016 Apartment Unit Charge
$145.00	$135.00	$133.00	$133.00	$142.00	$142.00	$152.00	$142.00	$150.00	$6.00
	-6.90%	-1.48%	0.00%	6.77%	0.00%	7.04%	-6.58%	5.63%	0.00%

* **Everything below is automatically entered based on the Current Charge (above) and the House Count for Revenue (below table).**

New Charge	% Increase	2016 Fee Revenue	2016 Other Revenue	Subtotal	2016 Budget**	Applied Fund Balance	Remaining Fund Balance	% Reserve of Annual Budget
$135.00	-4.93%	$737,562.00	$94,750.45	$832,312.45	$907,470.00	$75,157.55	$162,119.45	18.0%
$136.00	-4.23%	$742,842.00	$94,750.45	$837,592.45	$907,470.00	$69,877.55	$167,399.45	18.6%
$137.00	-3.52%	$748,122.00	$94,750.45	$842,872.45	$907,470.00	$64,597.55	$172,679.45	19.2%
$138.00	-2.82%	$753,402.00	$94,750.45	$848,152.45	$907,470.00	$59,317.55	$177,959.45	19.8%
$139.00	-2.11%	$758,682.00	$94,750.45	$853,432.45	$907,470.00	$54,037.55	$183,239.45	20.3%
$140.00	-1.41%	$763,962.00	$94,750.45	$858,712.45	$907,470.00	$48,757.55	$188,519.45	20.9%
$141.00	-0.70%	$769,242.00	$94,750.45	$863,992.45	$907,470.00	$43,477.55	$193,799.45	21.5%
$142.00	0.00%	$774,522.00	$94,750.45	$869,272.45	$907,470.00	$38,197.55	$199,079.45	22.1%
$143.00	0.70%	$779,802.00	$94,750.45	$874,552.45	$907,470.00	$32,917.55	$204,359.45	22.7%
$144.00	1.41%	$785,082.00	$94,750.45	$879,832.45	$907,470.00	$27,637.55	$209,639.45	23.3%
$145.00	2.11%	$790,362.00	$94,750.45	$885,112.45	$907,470.00	$22,357.55	$214,919.45	23.9%
$146.00	2.82%	$795,642.00	$94,750.45	$890,392.45	$907,470.00	$17,077.55	$220,199.45	24.5%
$147.00	3.52%	$800,922.00	$94,750.45	$895,672.45	$907,470.00	$11,797.55	$225,479.45	25.0%
$148.00	4.23%	$806,202.00	$94,750.45	$900,952.45	$907,470.00	$6,517.55	$230,759.45	25.6%
$149.00	4.93%	$811,482.00	$94,750.45	$906,232.45	$907,470.00	$1,237.55	$236,039.45	26.2%
$150.00	5.63%	$816,762.00	$94,750.45	$911,512.45	$907,470.00	-$4,042.45	$241,319.45	26.8%
$151.00	6.34%	$822,042.00	$94,750.45	$916,792.45	$907,470.00	-$9,322.45	$246,599.45	27.4%
$152.00	7.04%	$827,322.00	$94,750.45	$922,072.45	$907,470.00	-$14,602.45	$251,879.45	28.0%
$153.00	7.75%	$832,602.00	$94,750.45	$927,352.45	$907,470.00	-$19,882.45	$257,159.45	28.6%
$154.00	8.45%	$837,882.00	$94,750.45	$932,632.45	$907,470.00	-$25,162.45	$262,439.45	29.1%
$155.00	9.15%	$843,162.00	$94,750.45	$937,912.45	$907,470.00	-$30,442.45	$267,719.45	29.7%
$156.00	9.86%	$848,442.00	$94,750.45	$943,192.45	$907,470.00	-$35,722.45	$272,999.45	30.3%
$157.00	10.56%	$853,722.00	$94,750.45	$948,472.45	$907,470.00	-$41,002.45	$278,279.45	30.9%
$158.00	11.27%	$859,002.00	$94,750.45	$953,752.45	$907,470.00	-$46,282.45	$283,559.45	31.5%
$159.00	11.97%	$864,282.00	$94,750.45	$959,032.45	$907,470.00	-$51,562.45	$288,839.45	32.1%
$160.00	12.68%	$869,562.00	$94,750.45	$964,312.45	$907,470.00	-$56,842.45	$294,119.45	32.7%

	Fund Balance - End of 2009	$275,190.00	
	Fund Balance - End of 2010	$348,916.00	
	Fund Balance - End of 2011	$338,143.00	
	Fund Balance - End of 2012	$324,079.00	
	Fund Balance - End of 2013	$262,643.00	
	Fund Balance - End of 2014	$258,383.00	
	Fund Balance Applied to 2015	$21,106.00	
	Fund Balance - End of 2015	$237,277.00	<= Approximately 28% Reserve of Annual Budget
Staff Recommended Unit Charge for 2016	Fund Balance Applied to 2016	-$4,042.45	
	Fund Balance - End of 2016	$241,319.45	<= Approximately 27% Reserve of Annual Budget
	House Count for Revenue	5,280	
	Apt Unit Count for Brush Revenue	4,127	

Steve Arnold, Mayor
Introduced By

Public Works
Drafted By

RCC, BPW & Finance
Committees

September 8, 2015
Date

RESOLUTION R-96-15

A RESOLUTION TO SET THE 2016 SOLID WASTE COLLECTION RATES

WHEREAS, the City of Fitchburg provides residential collection for solid waste (refuse, recycling, yardwaste, and brush) through a contract with Pellitteri Waste Systems, LLC; and

WHEREAS, the City of Fitchburg also provides holiday tree collection and brush collection for apartment and condominium units not on private streets which are not served by the city's contract; and

WHEREAS, the City will provide these services at a cost of approximately **$907,470** for the year 2016; and

WHEREAS, approximately **5280** homes will be charged for weekly curbside refuse collection, recycling collection every other week, **4** yardwaste collections, and **14** brush collections for 2016; and

WHEREAS, approximately **4127** apartment and condominium units will be charged for brush and holiday tree collection services for 2016; and

NOW BE IT HEREBY RESOLVED, that the Fitchburg City Council does agree to impose a city wide special charge on all residential and apartment units as follows:

1) All units presently served by the City's solid waste collection contract shall be charged the amount of **$150** per unit, to include collection of refuse, recycling, yardwaste, and brush in 2016.

2) All apartment and condominium units not on private streets which are not served by the City's contract shall be charged the amount of **$6** per unit, to pay for the 2016 brush and holiday tree collection costs.

Adopted this _____ day of September, 2015

Approved By: _____
Stephen L. Arnold, Mayor

Attested By: _____
Patti Anderson, City Clerk

DATE: 9/17/15

TO: FINANCE COMMITTEE

FROM: FINANCE DEPARTMENT

RE: CASH DISBURSEMENTS

Checks Dated	Description		Batch Check Nos.	Amount
9/9/2015	Weekly Batch	A	111957-112002	$98,139.80
9/10/2015	Finance Batch	B	112003	$641,533.59
9/15/2015	Pre-approvals	C	112004-112005	$59,482.60
9/16/2015	Weekly Batch	D	112006-112032	$74,613.13
			Check Total	$873,769.12

DATE: **9/17/2015**

TO: **FINANCE COMMITTEE**

FROM: **FINANCE DEPT.**

RE: **FINANCE APPROVAL FOR INVOICES OVER $25,000**

	ACCT NO	AMOUNT
Mead & Hunt		
Lacy Rd Reconstruction design	400-5733-468	$69,515.62
		$69,515.62
Pellitteri Waste Systems		
Sept 2015 Refuse Collection	213-5362-290	$35,382.70
Sept 2015 Recycling Collection	213-5362-290	$7,504.70
Sept 2015 Polystyrene Collection	213-5362-290	$686.53
Sept 2015 Hard Plastic Collection	213-5362-290	$105.62
Sept 14-18 Brush Collection	213-5362-290	$7,868.69
Sept 28 - Oct 2 Brush Collection	213-5362-290	$7,868.69
		$59,416.93

$128,932.55

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-95-15

Sponsored by: Mayor Drafted by: Finance

TITLE: RESOLUTION TO TERMINATE PROPERTY INSURANCE COVERAGE WITH THE LOCAL GOVERNMENT PROPERTY INSURANCE FUND (LGPIF) AND SELECTING COVERAGE WITH EMC/MPIC

Background:

The latest state budget proposed to eliminate the Local Government property Insurance Fund (LGPIF), which may now be effective July of 2019. Due to deficits in funding at the LGPIF, the City of Fitchburg received notice that the LGPIF premiums will increase 65% above current rates. The City has requested 3 additional quotes from property insurance carriers as an alternative to the LGPIF for property insurance coverage. We anticipate that annual premium costs will be significantly less by selecting an alternate property insurance carrier.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Finance Committee	Dodge	September 22, 2015	
2				
3				
4				

Amendments:

Steve Arnold, Mayor
Introduced By

Finance Department
Drafted By

Finance Committee
Committee

September 8, 2015
Date

RESOLUTION R-95-15

RESOLUTION TO TERMINATE PROPERTY INSURANCE COVERAGE WITH THE LOCAL GOVERNMENT PROPERTY INSURANCE FUND (LGPIF) AND SELECTING COVERAGE WITH EMC/MPIC

WHEREAS, the latest state budget proposed to eliminate the Local Government Property Insurance Fund (LGPIF), which may now be effective July of 2019; and

WHEREAS, due to deficits in funding at the LGPIF, the City of Fitchburg received notice that the LGPIF premiums will increase 65% above current rates; and

WHEREAS, the City has requested 3 additional quotes from property insurance carriers as an alternative to the LGPIF for property insurance coverage; and

WHEREAS, it is anticipated that annual premium costs will be significantly less by selecting an alternate property insurance carrier; and

WHEREAS, after due diligence in checking comparable alternatives, it is evident that EMC/MPIC is the best alternative for the City of Fitchburg to administer the City's property insurance coverage; and

WHEREAS, pursuant to the requirements of section 605.21(3), Wis. Stats., to withdraw from the Local Government Property Insurance Fund, a local municipality must provide certified notice to the LGPIF by majority vote that the municipality has elected to withdraw from the fund;

NOW, THEREFORE BE IT RESOLVED, that pursuant to section 605.21(3) of the Wisconsin Statutes, that the Common Council of the City of Fitchburg hereby elects to withdraw from the Local Government Property Insurance Fund, effective October 1, 2015; and

BE IT FURTHER RESOLVED, that a certified notice of this resolution be sent to the Local Government Property Insurance Fund and the appropriate forms be completed; and

BE IT FURTHER RESOLVED, that the Common Council of the City of Fitchburg hereby directs the Mayor and City Clerk to execute the necessary documents with EMC/MPIC for property insurance coverage, effective October 1, 2015.

Adopted by the Common Council this _____ day of September, 2015.

Approved by: _____
Stephen L. Arnold, Mayor

Approved by: _____
Patti Anderson, City Clerk

City of Fitchburg
Committee of Commission Referral

Direct Referral Initiated by: Mayor
Direct Referral Approved by:

Date Referred**: Sept. 22, 2015** Ordinance Number:
Date to Report Back**: Sept. 22, 2015** Resolution Number: **R-106-15**

Sponsored by: Mayor Arnold Drafted by: Sewell

TITLE: Resolution Approving Development Agreement Between Benjamin Investments, LLC and the City of Fitchburg

Background: As part of the approval for TID #6, the City requires a developer agreement specifying the terms of any development proposal, and related financing. Benjamin Investments, LLC is requesting consideration of a development incentive to assist in the construction of underground parking by issuing a pay-as-you-go developer bond and rent guarantee in an amount not to exceed $1,325,886.00.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Common Council	Sewell	Sept. 22, 2015	
2				
3				
4				

Amendments:

Office of the City Attorney

5520 Lacy Road
Fitchburg, WI 53711-5318
Phone: (608) 270-4207
Fax: (608) 270-4212
mark.sewell@fitchburgwi.gov

MEMORANDUM

TO: Mayor and Common Council

FROM: Mark Sewell, City Attorney

DATE: September 17, 2015

RE: Benjamin Developers Agreement

The purpose of this memo is to discuss the final aspects of the developer agreement with Benjamin Investments. Pursuant to our discussion and direction to staff, I did include a "look back" provision substantially the same as the provisions in the recent Novation Campus developer agreement. In the Novation Campus developer agreement, the internal rate of return ("IRR") was capped at 13%. Anything over the 13% reduced the amount of the Bond. I have included those same IRR caps in the Benjamin agreement in your packet.

Benjamin has objected to the 13% and wants an IRR cap of 15% with only 25% of the excess over 15% going to reduce the Bond. They indicate that the two deals are different. I am attaching recent correspondence from Benjamin's attorney.

It is true that each deal is different. Mike Harrigan has opined that he has seen IRRs as high as 17%. At the same time, the City has accepted that the value of the land being contributed is $1,800,000 even though the assessed value of the land is $1,045,000. That equates to $19 per square foot versus $11 per square foot as assessed. For comparison, in speaking with the assessor, the recent Flying Hound vacant land sale was for $12 per square foot. So far, nowhere in the City have we seen a $19 per square foot vacant land sale. Using a high square foot value does reduce the IRR for the project.

I anticipate the question of IRR in a look back provision is going to be a continuing issue. Obviously, I am using the 13% set as reasonable in the Novation Campus to be the reasonable amount here. If a higher amount is agreed upon for Benjamin, then the council should anticipate that future agreements will be proposed with the same IRR.

I look forward to Council direction in this matter.

Mark Sewell

From: Nathan J. Wautier <nwautier@reinhartlaw.com>
Sent: Wednesday, September 16, 2015 9:17 PM
To: Mark Sewell
Cc: 'dale@benjaminplumbing.com'; 'Gary Becker'; 'Blake George (bgeorge@lee-associates.com)'
Subject: RE: Benjamin Investments
Attachments: [Comparison Result] Tax Incremental Financing Development Agreement - Be....pdf; [Modified Document] Tax Incremental Financing Development Agreement - Be....doc

Mark,

Attached for your review is a clean and redline of the document incorporating the changes you note below with the exception of the look back IRR % threshold and split. In that regard, I have revised from a 17% to 15% IRR threshold with a 25/75 split.

Our rationale is that this is a very different deal than the Alexander deal with the risk largely attributable to an additional floor of spec space being added at the City's request. The developer is taking on 50% of that risk the first 2 years and all the risk thereafter. A 15% IRR is not above-market on a development with limited risk and, we believe, a reasonable upside potential to request on this development.

I have a meeting from 8 to 9 tomorrow morning but will be available after to discuss. Thanks.

Nathan

Nathan J. Wautier
Reinhart Boerner Van Deuren s.c.
Office: 608-229-2249

From: Mark Sewell [mailto:Mark.Sewell@fitchburgwi.gov]
Sent: Wednesday, September 16, 2015 11:59 AM
To: Nathan J. Wautier
Cc: Patrick Marsh; Thomas Hovel; Michael Zimmerman; Mike Harrigan (MHarrigan@ehlers-inc.com)
Subject: Benjamin Investments

Nathan:

I am attaching the Novation Campus Development agreement for comparison. I believe that the certificate of cost language needs to be substantially the same as 2.2 of the Novation Campus agreement especially with regard to costs other than the actual hard cost of construction. I have learned from experience that soft costs can be used to substantially inflate the actual cost to construct. I also believe that the look back provisions need to substantially mirror 2.5 and 2.6 of the Novation Campus deal. If you want a 50% split above a set irr then I believe 11% is appropriate. If you want a higher allowed irr then I would agree to 13% with no 50% split, identical to the Novation Campus deal. I will be reviewing the rent guarantee provision this afternoon and may have comments on that as well.

DEVELOPMENT AGREEMENT

Return to:

Mark R. Sewell, City Attorney
City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711

See Exhibit A

Parcel Numbers

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is by and between BENJAMIN INVESTMENTS, LLC ("Developer") and CITY OF FITCHBURG, WISCONSIN ("City").

R E C I T A L S :

A. Developer owns certain real property legally described on Exhibit A attached hereto and made a part hereof (the "Property").

B. The City desires to encourage economic development, expand its tax base and create new jobs within the City, the District (defined below) and the Property.

C. Section 66.1105 of the Wisconsin Statutes (the "Tax Increment Law") provides the authority and establishes procedures by which the City may exercise powers necessary and convenient to carry out the purposes of the Tax Increment Law, cause project plans to be prepared, approve such plans, implement provisions and effectuate the purposes of such plans, and finance such development through the use of Tax Incremental Financing.

D. On August 27, 2013, the City Council of the City of Fitchburg adopted a resolution amending Tax Incremental District No. 6 (the "District") and approved an amended plan for the redevelopment of the District, consisting of an amendment to the project plan for such district (the "Project Plan").

E. Developer proposes to develop upon the Property a 3-story mixed-used office and retail commercial development with underground structured parking (which shall consist of approximately 54,240 square feet of office and retail space and 116 structured parking stalls) and construct related infrastructure improvements (collectively, the "Project"). Developer anticipates that the total cost of contributing the Property and constructing and outfitting the Project shall be not less than Twelve Million Five Hundred Three Thousand Four Hundred Sixty-Two Dollars ($12,503,462), inclusive of a land value of One Million Eight Hundred Thousand Dollars ($1,800,000).

F. On [_____], 2015, the City Council of the City of Fitchburg adopted Resolution [____], authorizing the City to enter into this Agreement.

G. The City finds that the development of the Project and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents, and serve the public purpose in accordance with state and local law, and are consistent with the Project Plan.

NOW THEREFORE, the City and Developer hereby agree as follows:

ARTICLE I

FINANCING

1.1 Construction of Project. Developer shall cause to be constructed the Project upon the Property as generally described in the recitals above.

1.2 Financing. The City shall, as a development incentive to provide structured parking, provide financial assistance to Developer for costs associated with contributing the Property and constructing the Project. The City shall

provide such financial assistance by (i) issuing to Developer a tax increment bond (the "Bond") in the form, and with the terms, set forth on Exhibit B attached hereto and made a part hereof, and (ii) issuing to Developer a tax increment guaranty (the "Guaranty") in the form, and with the terms, set forth on Exhibit C attached hereto and made a part hereof.

(a) Bond. The Bond shall be issued by the City Treasurer and delivered to Developer within 30 days of the date the conditions set forth in Article II, below have been satisfied. The principal amount of the Bond shall be One Million Thirty-Five Thousand Eight Hundred Two Dollars ($1,035,802), provided, however, that if the combined cost of acquiring the Property and constructing the Project, as certified under Section 2.2, below, is less than Twelve Million Five Hundred Three Thousand Four Hundred Sixty-Two Dollars ($12,503,462), then the principal amount of the Bond shall be proportionately reduced. The final cost of the Project shall be based upon actual invoices and requests for payment and may be audited by the City.

(b) Guaranty. The Guaranty shall be issued by the City Treasurer and delivered to Developer within 30 days of the date the conditions set forth in Article II, below have been satisfied. The maximum amount of the Guaranty shall be Two Hundred Ninety Thousand Sixty Four Dollars ($290,064). As more fully described in Exhibit C, the Guaranty is intended to compensate Developer an aggregate amount over two years equal to approximately fifty percent (50%) of the two-year rental value of one floor of the Project (16,070 square feet) at an annual rental rate of $19.00 per square foot of minimum rental payments (i.e. excluding triple net charges) but only to the extent Developer is not receiving such amounts during the initial two years following Developer's receipt of a certificate of occupancy for the Project.

1.3 District Duration. Unless the Developer has been paid in full all amounts owed to Developer under the Bond and the Guaranty, the City covenants and agrees not to cause the early termination of the District prior to the District's full statutory life (such full statutory life shall include any statutorily authorized extensions available to the City from time to time).

ARTICLE II

CONDITIONS TO FINANCING

Prior to the City's release of the Bond and Guaranty to Developer, the following shall have occurred:

2.1 Certification of Project Cost. Developer shall have certified to the City each of the following (each certification may be made separately):

(a) That the Project is substantially complete.

(b) The total cost of the Project, including all hard costs (such as costs of contributing the Property and the costs of labor and materials in constructing the Project), soft costs as approved by the City Engineer directly related to the Project and limited to, those soft costs identified in the Sources and Uses document provided by Ehlers attached hereto as Exhibit D. ~~Developer shall be allowed a developer fee not to exceed the lesser of either, 5% of the actual hard construction costs approved by the City Engineer or $[_____].~~ This certification shall be accompanied by an itemized list of expenditures based upon actual invoices and requests for payment referred to in the last sentence of Section 1.2.

2.2 Covenant. Developer shall have provided to the City a covenant, in recordable form, under which Developer agrees that, as long as the Bond or the Guaranty remain outstanding, Developer, for itself, its successors and assigns as owners of the Property, agrees that it shall not sell, transfer or convey any lands within the Property to any party which would render such property exempt from property taxation without first obtaining the consent of the City to such transfer.

2.3 First Look Back Period. As an additional condition to issuance of the bond, Developer shall provide the City copies of all financial statements (kept in accordance with generally acceptable accounting principles) for the Project from the date the first tenant occupies the Project, through the fifth anniversary of the adoption of this Agreement by the City Council of the City of Fitchburg as described in Recital F above ("First Look Back Period"). Within sixty (60) days thereafter, the City and Developer shall, using the information from the financial statements along with documentation provided by Developer pursuant to section 2.1 of this Agreement, and using the methodology attached hereto in Exhibit [__], recalculate the annual Internal Rate of Return ("IRR") for the First Look Back Period. If the IRR for the First Look Back Period exceeds 1~~5~~3%, the City shall perform a revised calculation reducing the principal amount of the Bond by ~~twenty five percent (25%) of~~ the amount necessary to cause the IRR for the Project for the First Look Back Period to be 1~~5~~3%.

2.4 Second Look Back Period. Ninety (90) days prior to final payment under the Bond, Developer shall provide the City copies of all financial statements (kept in accordance with generally acceptable accounting principles) for the Project from the adoption of this Agreement by the City Council of the City of Fitchburg as described in Recital F above through June 30th of the year of final

payment under the Bond ("Second Look Back Period"). Within sixty (60) days thereafter, the City and Developer shall, using the information from the financial statements along with documentation provided by Developer pursuant to section 2.1of this Agreement, and using the methodology attached hereto in Exhibit F, recalculate the IRR for the Project including the First Look Back Period and Second Look Back Period (the "Total IRR"). If the Total IRR exceeds 1~~5~~3%, the City shall perform a revised calculation reducing the amount of final payment under the Bond by ~~twenty five percent (25%) of~~ the amount necessary to cause the Total IRR for the Project to be 1~~5~~3%.

ARTICLE III

GENERAL

3.1 Entire Agreement. This document and the documents referred to herein contain the entire agreement between City and Developer and shall inure to the benefit of and shall bind the parties hereto, their respective heirs, executors, successors or assigns.

3.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

3.3 Modifications. This Agreement may be amended or modified only by written instrument duly executed by both of the parties hereto.

3.4 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as set forth below:

To City:	City of Fitchburg Attention: Mayor 5520 Lacy Road Fitchburg, WI 53711
Copy to:	City Attorney City of Fitchburg 5520 Lacy Road Fitchburg, WI 53711
To Developer:	Benjamin Investments, LLC c/o Dale S. Benjamin 5396 King James Way

Madison, WI 53719

Copy to: Reinhart Boerner Van Deuren s.c.
c/o Nathan J. Wautier, Esq.
22 East Mifflin Street, Suite 600
Madison, WI 53703

Notice shall be deemed delivered (a) in the case of personal delivery, on the date when personally delivered; or (b) in the case of certified or registered mail, on the date when deposited in the United States mail with sufficient postage to effectuate such delivery. Either party may change the address to which notice must be given by delivery of written notice to the other party in accordance with this Section 3.4.

3.5 Severability of Provisions. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

3.6 Time of Essence. Time is of the essence.

3.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

3.8 Defaults; Litigation. Neither party shall be deemed to be in default under this Agreement for failure to perform any term or condition of this Agreement unless the other party (the "Non-Defaulting Party") has first given the party alleged to be in default (the "Defaulting Party") written notice describing such failure, and the Defaulting Party does not, within thirty (30) days thereafter, cure such failure (an "Event of Default"). Following an Event of Default, the Non-Defaulting Party shall have all rights and remedies available to it under law or in equity against the Defaulting Party. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

3.9 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

3.10 Recording. Either party may record this Agreement.

3.11 Encouragement of Opportunities for MBEs and WBEs. Developer agrees to use diligent efforts to encourage its general contractor for the Project to

solicit bids for subcontracting work from minority-owned and women-owned business enterprises.

3.12 Compliance with Laws. In carrying out its obligations under this Agreement, Developer agrees to comply with all laws of all governmental authorities having jurisdiction.

CITY:

CITY OF FITCHBURG, WISCONSIN

By: _____
Steve Arnold, Mayor

By: _____
Patrick Marsh
City Comptroller

Date: _____, 2015

Attest: _____
Patti Anderson, City Clerk

Date: _____, 2015

APPROVED AS TO FORM:

_____
Mark R. Sewell
City Attorney

Date: _____, 2015

DEVELOPER:

BENJAMIN INVESTMENTS LLC

By: _____
Dale S. Benjamin, Member

Date: _____, 2015

AUTHENTICATION

Signatures of Steve Arnold, Patrick Marsh and Patti Anderson authenticated this _____ day of _____, 2015.

_____
Mark R. Sewell
Member, State Bar of Wisconsin

AUTHENTICATION

Signature of Dale S. Benjamin authenticated this _____ day of _____, 2015.

_____
Nathan J. Wautier
Member, State Bar of Wisconsin

This document was drafted by

Nathan J. Wautier
and Mark R. Sewell

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[TO BE INSERTED]

EXHIBIT B

CITY OF FITCHBURG
TAX INCREMENT DISTRICT NO. 6
TAX INCREMENT BOND SERIES 2015A

THIS TAX INCREMENT BOND (the "Bond") is issued this ___ day of _____, 2015 by the City of Fitchburg, a Wisconsin municipal corporation located in Dane County, Wisconsin (the "City") to Benjamin Investments, LLC, its successors and assigns ("Developer").

W I T N E S S E T H

A. The City and Developer have entered into a development agreement dated [_____], 2015 (the "Development Agreement").

B. The Bond is issued by the City pursuant to the Development Agreement.

C. Terms that are capitalized in this Bond that are not defined in this Bond and that are defined in the Development Agreement shall have the meanings assigned to such terms by the Development Agreement.

A G R E E M E N T

1. General. The City hereby promises to pay to Developer, subject to all of the terms and conditions of this Bond, the principal amount of One Million Thirty-Five Thousand Eight Hundred Two Dollars ($1,035,802), together with interest as described in Section 2, below, in payments described in Section 3, below. **[The principal amount is subject to adjustment prior to issuance of the Bond pursuant to Section 1.2 of the Development Agreement.]**

2. Interest. The rate of interest shall be five percent (5%) per annum. Interest shall accrue from the date Developer has commenced construction of the Project, as evidenced by the issuance of a demolition permit from the City (currently estimated to be [_____, 2015]).

3. Payments. Payments of principal and interest in the amounts set forth on the maturity schedule attached hereto as Schedule 1 shall be due in semiannual installments beginning on [April 1, 2018 and continuing on each April 1 and October 1 thereafter through October 1, 2027] or October 1 of the calendar year following the closure of Tax Increment District No. 6, whichever is later.

Each April 1 and October 1 payment date described in this Section 3 is referred to as a "Bond Payment Date." Interest accrued through the October 1 preceding the first Bond Payment Date shall be added to the principal outstanding under the Bond effective on such October 1 date. Prepayment of the amounts evidenced by this Bond may be made in full or in part at any time without penalty. If, by the final Bond Payment Date, there has been over the life of this Bond insufficient Tax Increment to pay all principal and interest due under this Bond, the City shall have no further obligation to make any payments whatsoever on this Bond.

4. Nature of Obligation. The principal and interest payments to be made on the Bond Payment Dates shall be payable solely from the Tax Increment (as defined in the Tax Increment Law) from the Property (a) accrued during the calendar year or years preceding the applicable Bond Payment Date, and (b) actually received by the City by such Bond Payment Date. The Bond shall be a special and limited obligation of the City and not a general obligation. On each Bond Payment Date, the City shall apply all Tax Increment received from the Property for the previous year's taxes in the following priority:

First, to the City's reasonable cost to administer the District.

Second, to the Tax Increment Guarantee identified as Exhibit C.

Third, to payment of any interest due on this Bond.

Fourth, to the payment of any past due principal on this Bond.

Fifth, to payment of any principal due under this Bond on the Bond Payment Date.

Sixth, to payment of any amounts due and owing under the Guaranty (as defined in the Development Agreement).

Seventh, if there is Excess Tax Increment (as defined below), such Excess Tax Increment shall be applied, at the City's option, as follows:

(a) to prepayment of the principal of this Bond or the Guaranty, or

(b) to be held by the City to be available for the payment of principal of or interest on this Bond or the Guaranty in future years.

Eighth, if there is Excess Tax Increment remaining after application of the Excess Tax Increment in accordance with the preceding paragraph,

such Excess Tax Increment may be used by the City for any other purpose permitted by the Project Plan and the Tax Increment Law.

5. Excess Tax Increment. "Excess Tax Increment" means the Tax Increment received by the City from the Property for any calendar year that exceeds the sum of scheduled payments of principal and interest for that year and any unpaid principal or accrued interest from prior years under this Bond or the Guaranty.

6. Subject to Appropriations. The City's obligation to make payments on this Bond shall be conditioned on the requirement that the Common Council shall appropriate Tax Increment to make such payments, there shall not be an event of default on the part of the Developer under the Development Agreement, and that all payments then due under any special assessments, if any, have been paid.

7. Transfer of Bond. In order to transfer or assign this Bond, the transferee or assignee shall surrender the same to the City either in exchange for a new bond or for transfer of this Bond on the registration records for this Bond maintained by the City. Any transferee or assignee shall take this Bond subject to the foregoing conditions and subject to all of the provisions of the Development Agreement.

8. Miscellaneous. This Bond is subject to the Tax Increment Law and to the Development Agreement.

CITY:

CITY OF FITCHBURG

By:_____
Steve Arnold, Mayor

Attest:_____
Patti Anderson, City Clerk

DEVELOPER:

BENJAMIN INVESTMENTS, LLC.

By:_____
Dale S. Benjamin, Member

SCHEDULE 1

BOND PAYMENT SCHEDULE

[to be provided]

EXHIBIT C

CITY OF FITCHBURG
TAX INCREMENT DISTRICT NO. 6
TAX INCREMENT GUARANTY

THIS TAX INCREMENT GUARANTY (the "GUARANTY") is issued this ___ day of _____, 2015 by the City of Fitchburg, a Wisconsin municipal corporation located in Dane County, Wisconsin (the "City") to Benjamin Investments, LLC, its successors and assigns ("Developer").

W I T N E S S E T H

A. The City and Developer have entered into a development agreement dated [_____], 2015 (the "Development Agreement").

B. This Guaranty is issued by the City pursuant to the Development Agreement.

C. Terms that are capitalized in this Guaranty that are not defined in this Guaranty and that are defined in the Development Agreement shall have the meanings assigned to such terms by the Development Agreement.

AGREEMENT

1. Guaranty. The City, does hereby, unconditionally, absolutely and irrevocably guarantee the payment of rental income for the Project in an aggregate amount over two years not to exceed Two Hundred Ninety Thousand Sixty Four Dollars ($290,064) which is approximately fifty percent (50%) of the two-year rental value of one floor of the Project (16,070 square feet) at an annual rental rate of $19.00 per square foot.

2. Payment. The City shall pay Developer amounts owing under the Guaranty in two annual installments (the "Guaranty Payment Dates") of up to One Hundred Forty-Five Thousand Thirty-Two Dollars ($145,032) (the "Annual Guaranteed Payment") within thirty days of the later of (i) the one year anniversary of Developer's receipt of a certificate of occupancy for the Project, and (ii) Developer providing the City with written certification by Developer of the aggregate leasable square footage of the Project for which Developer has received less than $19.00 per square foot of minimum rental payments (i.e. excluding triple net charges) during the preceding year (the "Required Rental Amount"). The Annual Guaranteed Payment shall be reduced dollar for dollar to

the extent Developer has received at least the Required Rental Amount from a third party tenant for any leasable square footage of the Project over 32,140 square feet (e.g. 2 floors of the Project fully-rented). In the event there is insufficient Tax Increment, payment shall be made as increment is accrued.

3. Nature of Obligation. The payments to be made on the Guaranty Payment Dates shall be payable solely from the Tax Increment (as defined in the Tax Increment Law) from the Property (a) accrued during the calendar year or years preceding the applicable Guaranty Payment Date, and (b) actually received by the City by such Guaranty Payment Date. The Guaranty shall be a special and limited obligation of the City and not a general obligation. On each Guaranty Payment Date, the City shall apply all Tax Increment received from the Property for the previous year's taxes as described in the Bond

4. Subject to Appropriations. The City's obligation to make payments on this Guaranty shall be conditioned on the requirement that the Common Council shall appropriate Tax Increment to make such payments, there shall not be an event of default on the part of the Developer under the Development Agreement, and that all payments then due under any special assessments, if any, have been paid.

5. Miscellaneous. This Guaranty is subject to the Tax Increment Law and to the Development Agreement.

GUARANTOR

CITY OF FITCHBURG

By:_____
Steve Arnold, Mayor

Attest:_____
Patti Anderson, City Clerk

DEVELOPMENT AGREEMENT

Return to:

Mark R. Sewell, City Attorney
City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711

See Exhibit A

Parcel Numbers

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is by and between BENJAMIN INVESTMENTS, LLC ("Developer") and CITY OF FITCHBURG, WISCONSIN ("City").

R E C I T A L S :

A. Developer owns certain real property legally described on Exhibit A attached hereto and made a part hereof (the "Property").

B. The City desires to encourage economic development, expand its tax base and create new jobs within the City, the District (defined below) and the Property.

C. Section 66.1105 of the Wisconsin Statutes (the "Tax Increment Law") provides the authority and establishes procedures by which the City may exercise powers necessary and convenient to carry out the purposes of the Tax Increment Law, cause project plans to be prepared, approve such plans, implement provisions and effectuate the purposes of such plans, and finance such development through the use of Tax Incremental Financing.

D. On August 27, 2013, the City Council of the City of Fitchburg adopted a resolution amending Tax Incremental District No. 6 (the "District") and approved an amended plan for the redevelopment of the District, consisting of an amendment to the project plan for such district (the "Project Plan").

E. Developer proposes to develop upon the Property a 3-story mixed-used office and retail commercial development with underground structured parking (which shall consist of approximately 54,240 square feet of office and retail space and 116 structured parking stalls) and construct related infrastructure improvements (collectively, the "Project"). Developer anticipates that the total cost of contributing the Property and constructing and outfitting the Project shall be not less than Twelve Million Five Hundred Three Thousand Four Hundred Sixty-Two Dollars ($12,503,462), inclusive of a land value of One Million Eight Hundred Thousand Dollars ($1,800,000).

F. On [_____], 2015, the City Council of the City of Fitchburg adopted Resolution [____], authorizing the City to enter into this Agreement.

G. The City finds that the development of the Project and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents, and serve the public purpose in accordance with state and local law, and are consistent with the Project Plan.

NOW THEREFORE, the City and Developer hereby agree as follows:

ARTICLE I

FINANCING

1.1 Construction of Project. Developer shall cause to be constructed the Project upon the Property as generally described in the recitals above.

1.2 Financing. The City shall, as a development incentive to provide structured parking, provide financial assistance to Developer for costs associated with contributing the Property and constructing the Project. The City shall

provide such financial assistance by (i) issuing to Developer a tax increment bond (the "Bond") in the form, and with the terms, set forth on Exhibit B attached hereto and made a part hereof, and (ii) issuing to Developer a tax increment guaranty (the "Guaranty") in the form, and with the terms, set forth on Exhibit C attached hereto and made a part hereof.

(a) Bond. The Bond shall be issued by the City Treasurer and delivered to Developer within 30 days of the date the conditions set forth in Article II, below have been satisfied. The principal amount of the Bond shall be One Million Thirty-Five Thousand Eight Hundred Two Dollars ($1,035,802), provided, however, that if the combined cost of acquiring the Property and constructing the Project, as certified under Section 2.2, below, is less than Twelve Million Five Hundred Three Thousand Four Hundred Sixty-Two Dollars ($12,503,462), then the principal amount of the Bond shall be proportionately reduced. The final cost of the Project shall be based upon actual invoices and requests for payment and may be audited by the City.

(b) Guaranty. The Guaranty shall be issued by the City Treasurer and delivered to Developer within 30 days of the date the conditions set forth in Article II, below have been satisfied. The maximum amount of the Guaranty shall be Two Hundred Ninety Thousand Sixty Four Dollars ($290,064). As more fully described in Exhibit C, the Guaranty is intended to compensate Developer an aggregate amount over two years equal to approximately fifty percent (50%) of the two-year rental value of one floor of the Project (16,070 square feet) at an annual rental rate of $19.00 per square foot of minimum rental payments (i.e. excluding triple net charges) but only to the extent Developer is not receiving such amounts during the initial two years following Developer's receipt of a certificate of occupancy for the Project.

1.3 District Duration. Unless the Developer has been paid in full all amounts owed to Developer under the Bond and the Guaranty, the City covenants and agrees not to cause the early termination of the District prior to the District's full statutory life (such full statutory life shall include any statutorily authorized extensions available to the City from time to time).

ARTICLE II

CONDITIONS TO FINANCING

Prior to the City's release of the Bond and Guaranty to Developer, the following shall have occurred:

2.1 Certification of Project Cost. Developer shall have certified to the City each of the following (each certification may be made separately):

(a) That the Project is substantially complete.

(b) The total cost of the Project, including all hard costs (such as costs of contributing the Property and the costs of labor and materials in constructing the Project), soft costs as approved by the City Engineer directly related to the Project and limited to, those soft costs identified in the Sources and Uses document provided by Ehlers attached hereto as Exhibit D. This certification shall be accompanied by an itemized list of expenditures based upon actual invoices and requests for payment referred to in the last sentence of Section 1.2.

2.2 Covenant. Developer shall have provided to the City a covenant, in recordable form, under which Developer agrees that, as long as the Bond or the Guaranty remain outstanding, Developer, for itself, its successors and assigns as owners of the Property, agrees that it shall not sell, transfer or convey any lands within the Property to any party which would render such property exempt from property taxation without first obtaining the consent of the City to such transfer.

2.3 First Look Back Period. As an additional condition to issuance of the bond, Developer shall provide the City copies of all financial statements (kept in accordance with generally acceptable accounting principles) for the Project from the date the first tenant occupies the Project, through the fifth anniversary of the adoption of this Agreement by the City Council of the City of Fitchburg as described in Recital F above ("First Look Back Period"). Within sixty (60) days thereafter, the City and Developer shall, using the information from the financial statements along with documentation provided by Developer pursuant to section 2.1 of this Agreement, and using the methodology attached hereto in Exhibit [__], recalculate the annual Internal Rate of Return ("IRR") for the First Look Back Period. If the IRR for the First Look Back Period exceeds 13%, the City shall perform a revised calculation reducing the principal amount of the Bond by the amount necessary to cause the IRR for the Project for the First Look Back Period to be 13%.

2.4 Second Look Back Period. Ninety (90) days prior to final payment under the Bond, Developer shall provide the City copies of all financial statements (kept in accordance with generally acceptable accounting principles) for the Project from the adoption of this Agreement by the City Council of the City of Fitchburg as described in Recital F above through June 30th of the year of final payment under the Bond ("Second Look Back Period"). Within sixty (60) days thereafter, the City and Developer shall, using the information from the financial

statements along with documentation provided by Developer pursuant to section 2.1of this Agreement, and using the methodology attached hereto in Exhibit F, recalculate the IRR for the Project including the First Look Back Period and Second Look Back Period (the "Total IRR"). If the Total IRR exceeds 1~~5~~3%, the City shall perform a revised calculation reducing the amount of final payment under the Bond by the amount necessary to cause the Total IRR for the Project to be 13%.

ARTICLE III

GENERAL

3.1 Entire Agreement. This document and the documents referred to herein contain the entire agreement between City and Developer and shall inure to the benefit of and shall bind the parties hereto, their respective heirs, executors, successors or assigns.

3.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

3.3 Modifications. This Agreement may be amended or modified only by written instrument duly executed by both of the parties hereto.

3.4 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as set forth below:

To City:	City of Fitchburg Attention: Mayor 5520 Lacy Road Fitchburg, WI 53711
Copy to:	City Attorney City of Fitchburg 5520 Lacy Road Fitchburg, WI 53711
To Developer:	Benjamin Investments, LLC c/o Dale S. Benjamin 5396 King James Way Madison, WI 53719

Copy to: Reinhart Boerner Van Deuren s.c.
c/o Nathan J. Wautier, Esq.
22 East Mifflin Street, Suite 600
Madison, WI 53703

Notice shall be deemed delivered (a) in the case of personal delivery, on the date when personally delivered; or (b) in the case of certified or registered mail, on the date when deposited in the United States mail with sufficient postage to effectuate such delivery. Either party may change the address to which notice must be given by delivery of written notice to the other party in accordance with this Section 3.4.

3.5 Severability of Provisions. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

3.6 Time of Essence. Time is of the essence.

3.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

3.8 Defaults; Litigation. Neither party shall be deemed to be in default under this Agreement for failure to perform any term or condition of this Agreement unless the other party (the "Non-Defaulting Party") has first given the party alleged to be in default (the "Defaulting Party") written notice describing such failure, and the Defaulting Party does not, within thirty (30) days thereafter, cure such failure (an "Event of Default"). Following an Event of Default, the Non-Defaulting Party shall have all rights and remedies available to it under law or in equity against the Defaulting Party. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

3.9 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

3.10 Recording. Either party may record this Agreement.

3.11 Encouragement of Opportunities for MBEs and WBEs. Developer agrees to use diligent efforts to encourage its general contractor for the Project to solicit bids for subcontracting work from minority-owned and women-owned business enterprises.

3.12 Compliance with Laws. In carrying out its obligations under this Agreement, Developer agrees to comply with all laws of all governmental authorities having jurisdiction.

CITY:

CITY OF FITCHBURG, WISCONSIN

By: _____
Steve Arnold, Mayor

By: _____
Patrick Marsh
City Comptroller

Date: _____, 2015

Attest: _____
Patti Anderson, City Clerk

Date: _____, 2015

APPROVED AS TO FORM:

_____
Mark R. Sewell
City Attorney

Date: _____, 2015

DEVELOPER:

BENJAMIN INVESTMENTS LLC

By: _____
Dale S. Benjamin, Member

Date: _____, 2015

AUTHENTICATION

Signatures of Steve Arnold, Patrick Marsh and Patti Anderson authenticated this _____ day of _____, 2015.

_____
Mark R. Sewell
Member, State Bar of Wisconsin

AUTHENTICATION

Signature of Dale S. Benjamin authenticated this _____ day of _____, 2015.

_____
Nathan J. Wautier
Member, State Bar of Wisconsin

This document was drafted by

Nathan J. Wautier
and Mark R. Sewell

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[TO BE INSERTED]

EXHIBIT B

CITY OF FITCHBURG
TAX INCREMENT DISTRICT NO. 6
TAX INCREMENT BOND SERIES 2015A

THIS TAX INCREMENT BOND (the "Bond") is issued this ___ day of _____, 2015 by the City of Fitchburg, a Wisconsin municipal corporation located in Dane County, Wisconsin (the "City") to Benjamin Investments, LLC, its successors and assigns ("Developer").

W I T N E S S E T H

A. The City and Developer have entered into a development agreement dated [_____], 2015 (the "Development Agreement").

B. The Bond is issued by the City pursuant to the Development Agreement.

C. Terms that are capitalized in this Bond that are not defined in this Bond and that are defined in the Development Agreement shall have the meanings assigned to such terms by the Development Agreement.

A G R E E M E N T

1. General. The City hereby promises to pay to Developer, subject to all of the terms and conditions of this Bond, the principal amount of One Million Thirty-Five Thousand Eight Hundred Two Dollars ($1,035,802), together with interest as described in Section 2, below, in payments described in Section 3, below. **[The principal amount is subject to adjustment prior to issuance of the Bond pursuant to Section 1.2 of the Development Agreement.]**

2. Interest. The rate of interest shall be five percent (5%) per annum. Interest shall accrue from the date Developer has commenced construction of the Project, as evidenced by the issuance of a demolition permit from the City (currently estimated to be [_____, 2015]).

3. Payments. Payments of principal and interest in the amounts set forth on the maturity schedule attached hereto as Schedule 1 shall be due in semiannual installments beginning on [April 1, 2018 and continuing on each April 1 and October 1 thereafter through October 1, 2027] or October 1 of the calendar year following the closure of Tax Increment District No. 6, whichever is later.

Each April 1 and October 1 payment date described in this Section 3 is referred to as a "Bond Payment Date." Interest accrued through the October 1 preceding the first Bond Payment Date shall be added to the principal outstanding under the Bond effective on such October 1 date. Prepayment of the amounts evidenced by this Bond may be made in full or in part at any time without penalty. If, by the final Bond Payment Date, there has been over the life of this Bond insufficient Tax Increment to pay all principal and interest due under this Bond, the City shall have no further obligation to make any payments whatsoever on this Bond.

4. Nature of Obligation. The principal and interest payments to be made on the Bond Payment Dates shall be payable solely from the Tax Increment (as defined in the Tax Increment Law) from the Property (a) accrued during the calendar year or years preceding the applicable Bond Payment Date, and (b) actually received by the City by such Bond Payment Date. The Bond shall be a special and limited obligation of the City and not a general obligation. On each Bond Payment Date, the City shall apply all Tax Increment received from the Property for the previous year's taxes in the following priority:

First, to the City's reasonable cost to administer the District.

Second, to the Tax Increment Guarantee identified as Exhibit C.

Third, to payment of any interest due on this Bond.

Fourth, to the payment of any past due principal on this Bond.

Fifth, to payment of any principal due under this Bond on the Bond Payment Date.

Sixth, to payment of any amounts due and owing under the Guaranty (as defined in the Development Agreement).

Seventh, if there is Excess Tax Increment (as defined below), such Excess Tax Increment shall be applied, at the City's option, as follows:

(a) to prepayment of the principal of this Bond or the Guaranty, or

(b) to be held by the City to be available for the payment of principal of or interest on this Bond or the Guaranty in future years.

Eighth, if there is Excess Tax Increment remaining after application of the Excess Tax Increment in accordance with the preceding paragraph,

such Excess Tax Increment may be used by the City for any other purpose permitted by the Project Plan and the Tax Increment Law.

5. Excess Tax Increment. "Excess Tax Increment" means the Tax Increment received by the City from the Property for any calendar year that exceeds the sum of scheduled payments of principal and interest for that year and any unpaid principal or accrued interest from prior years under this Bond or the Guaranty.

6. Subject to Appropriations. The City's obligation to make payments on this Bond shall be conditioned on the requirement that the Common Council shall appropriate Tax Increment to make such payments, there shall not be an event of default on the part of the Developer under the Development Agreement, and that all payments then due under any special assessments, if any, have been paid.

7. Transfer of Bond. In order to transfer or assign this Bond, the transferee or assignee shall surrender the same to the City either in exchange for a new bond or for transfer of this Bond on the registration records for this Bond maintained by the City. Any transferee or assignee shall take this Bond subject to the foregoing conditions and subject to all of the provisions of the Development Agreement.

8. Miscellaneous. This Bond is subject to the Tax Increment Law and to the Development Agreement.

CITY:

CITY OF FITCHBURG

By:_____
Steve Arnold, Mayor

Attest:_____
Patti Anderson, City Clerk

DEVELOPER:

BENJAMIN INVESTMENTS, LLC.

By:_____
Dale S. Benjamin, Member

SCHEDULE 1

BOND PAYMENT SCHEDULE

[to be provided]

EXHIBIT C

CITY OF FITCHBURG
TAX INCREMENT DISTRICT NO. 6
TAX INCREMENT GUARANTY

THIS TAX INCREMENT GUARANTY (the "GUARANTY") is issued this ___ day of _____, 2015 by the City of Fitchburg, a Wisconsin municipal corporation located in Dane County, Wisconsin (the "City") to Benjamin Investments, LLC, its successors and assigns ("Developer").

W I T N E S S E T H

A. The City and Developer have entered into a development agreement dated [_____], 2015 (the "Development Agreement").

B. This Guaranty is issued by the City pursuant to the Development Agreement.

C. Terms that are capitalized in this Guaranty that are not defined in this Guaranty and that are defined in the Development Agreement shall have the meanings assigned to such terms by the Development Agreement.

AGREEMENT

1. Guaranty. The City, does hereby, unconditionally, absolutely and irrevocably guarantee the payment of rental income for the Project in an aggregate amount over two years not to exceed Two Hundred Ninety Thousand Sixty Four Dollars ($290,064) which is approximately fifty percent (50%) of the two-year rental value of one floor of the Project (16,070 square feet) at an annual rental rate of $19.00 per square foot.

2. Payment. The City shall pay Developer amounts owing under the Guaranty in two annual installments (the "Guaranty Payment Dates") of up to One Hundred Forty-Five Thousand Thirty-Two Dollars ($145,032) (the "Annual Guaranteed Payment") within thirty days of the later of (i) the one year anniversary of Developer's receipt of a certificate of occupancy for the Project, and (ii) Developer providing the City with written certification by Developer of the aggregate leasable square footage of the Project for which Developer has received less than $19.00 per square foot of minimum rental payments (i.e. excluding triple net charges) during the preceding year (the "Required Rental Amount"). The Annual Guaranteed Payment shall be reduced dollar for dollar to

the extent Developer has received at least the Required Rental Amount from a third party tenant for any leasable square footage of the Project over 32,140 square feet (e.g. 2 floors of the Project fully-rented). In the event there is insufficient Tax Increment, payment shall be made as increment is accrued.

3. Nature of Obligation. The payments to be made on the Guaranty Payment Dates shall be payable solely from the Tax Increment (as defined in the Tax Increment Law) from the Property (a) accrued during the calendar year or years preceding the applicable Guaranty Payment Date, and (b) actually received by the City by such Guaranty Payment Date. The Guaranty shall be a special and limited obligation of the City and not a general obligation. On each Guaranty Payment Date, the City shall apply all Tax Increment received from the Property for the previous year's taxes as described in the Bond

4. Subject to Appropriations. The City's obligation to make payments on this Guaranty shall be conditioned on the requirement that the Common Council shall appropriate Tax Increment to make such payments, there shall not be an event of default on the part of the Developer under the Development Agreement, and that all payments then due under any special assessments, if any, have been paid.

5. Miscellaneous. This Guaranty is subject to the Tax Increment Law and to the Development Agreement.

GUARANTOR

CITY OF FITCHBURG

By:_____
Steve Arnold, Mayor

Attest:_____
Patti Anderson, City Clerk

Steve Arnold, Mayor
Introduced By

Sewell
Prepared by

Direct Referral
Referred to

September 22, 2015
Date

RESOLUTION R-106-15

Resolution Approving Development Agreement Between Benjamin Investments, LLC and the City of Fitchburg

WHEREAS, Benjamin Investments, LLC (Developer) intends to develop property within proposed TIF District #6; and

WHEREAS, the Boundary and Project Plan Amendment for TIF District #6 contains provision for development incentives whereby the City would determine the feasibility of offering financial incentives to projects on a case by case basis; and

WHEREAS, the City has received a request for financial participation for the construction of underground parking related to a three story office building on the Benjamin Investments, LLC property **;** and

WHEREAS, the City desires to participate in this project as specified in the developer agreement attached.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Fitchburg Common Council that it hereby approves the developer agreement attached and authorizes the City Attorney to make technical changes to the agreement.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby directed to sign the agreement and other necessary paperwork as required.

Adopted this ____th day of _____, 2015.

Approved: _____
Stephen L. Arnold, Mayor

Attest: _____
Patti Anderson, City Clerk

Herrick & Kasdorf, L.L.P.

Patricia K. Hammel
Scott N. Herrick *Court Commissioner*
Robert T. Kasdorf
Juscha E. M. Robinson
David R. Sparer
J. Adam Woodford

Law Offices
16 N. Carroll, Suite 500
Madison WI 53703

Robert L. Reynolds, Jr. (1930-1994)
Roger Buffett *of counsel*

COPY

June 4, 2015

Clerk of the City of Fitchburg
Patti Anderson
Fitchburg City Hall
5520 Lacy Road
Fitchburg, WI 53711

RE: Property line for Paul & Susan Fieber
2815 Jacquelyn, Fitchburg, WI
CLAIM FOR OWNERSHIP OF LAND BY ADVERSE POSSESSION

Greetings:

Please find enclosed a formal Notice of Claim. An additional copy is enclosed for you to sign and send back to me indicating that it has been received. An envelope is included for your convenience.

I have been in touch with Attorney Sewell about this matter, and he is aware that this formal Notice is being filed. A copy of this letter and the enclosure is being sent to him as well.

Sincerely yours,

David R. Sparer

DRS/ms
cc: Attorney Mark R. Sewell - City Attorney
Paul & Susan Fieber

(608) 257-1369
fax (608) 250-4370

voicemail extension: 228
sparer@herricklaw.net

NOTICE OF CLAIM
PURSUANT TO §893.80 Wisconsin Statutes

Dated: July 31, 2015

TO: City of Fitchburg, WI

Served Upon: Clerk for the City of Fitchburg, WI

Regarding Claimant: Paul & Susan Fieber

Claimant's address at issue: 2815 Jacquelyn
Fitchburg, WI

Claimant's attorney: Attorney David R. Sparer

BRIEF DESCRIPTION OF THE NATURE OF THE CLAIM:

Their claim is that the lot line between their property and McKee Farms Park is located based upon a claim of adverse possession, pursuant to § 893.29 WI Stats. as described below.

A set of trees were planted as a lot line by the prior owner of the property, Steve Olson. Those trees are still today in place, are large and in good shape. Mr. Olson planted these trees marking what he took to be the boundary of his land. In the area to the southeast of these trees, but close to them, he planted flower beds, vegetable beds, and also mowed that entire area around these beds. He also planted raspberries in that location. He maintained these uses continuously, from the time he planted these trees, until he sold the property to my clients, the Fiebers. At the time they bought the property and since, they always believed that the tree line was the property line, and they continued these uses and mowed and maintained all of the area between these trees and their home. Mr. Olson planted these trees and began what became continuous use of this land, between 25 and 27 years ago. At no time what so ever did any person from the City, or its predecessor, raise any complaint with him that he was encroaching upon another's property. At no time until March of 2015, did the City raise any claim with the Claimants that their continuous use was allegedly encouraging upon the City's property or that the lot line was not where they believed it was.

Claimants have presented a written demand to the City dated June 4, 2015 asserting this adverse possession claim and these facts. Claimants now present this formal Notice of Claim as required by statute in anticipation that they may need to file suit to defend their rights to the property line established by adverse possession.

Wherefore, Claimants demand the following relief: Formal acceptance by the City that the trees form the lot line between the claimants' property and the city park. Demand is made that the City and claimants retain a mutually agreed upon surveyor to survey the land and create a proper legal description for their lot using a line three feet to the southwest of the tree trunks as the boundary with the City Park. Then documents should be filed with the Register of Deeds clarifying that the newly described lot is owned by the Claimants.

Dated: 7/31/15

Attorney David R. Sparer
Attorney for Claimants
State Bar No. 1013449
Herrick & Kasdorf, LLP
16 North Carroll, suite 500
PO Box 1466
Madison, WI 53701-1466
(608)257-1369

ACKNOWLEDGMENT OF SERVICE

I do accept service of this document upon the Clerk of the City of Fitchburg on the date stated by my signature immediately below.

I accepted service on the _____, day of August, 2015.

_____
Print name: _____
Position in Clerk's office: _____

	PENDING REFERRAL ITEMS
•	Rezone Request RZ-1853-09 by Randy Bruce of Knothe & Bruce Architect, LLC, Agent for McKee Family, LLC, to Rezone from Residential Medium Density (R-M) to Planned Development District General Implementation Plan (PDD-GIP) Property Associated with Lots 53 & 54 of Chapel Valley Plat
•	R-70-14 Resolution Designating Path Location for a Connection to McKee Road from the Military Ridge Path - tabled June 24, 2014
•	2014-O-22 Chapter 54 - Parks, Recreation and Forestry, Article III Division 3. Tree and Shrub Management
•	R-26-15 Authorizing Acceptance of 2015 Contract Bid