1. Agenda

   Documents: CC_20151208_AG.PDF

2. Complete Packet

   Documents: CC_20151208_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
DECEMBER 8, 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, December 8, 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 Appointments** *(* Indicates Short Term Due to Vacancy or to Properly Stagger Terms)*
      1. **New Appointments**
         a. Community & Economic Development Authority – Shellie Pierce, Term Expires 4/17/2018*
         (Tabled from November 24, 2015 Meeting)

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** – November 24, 2015

   B. **REFERRALS TO COMMISSIONS AND COMMITTEE**
      158. **Resolution R-128-15** A Resolution Approving 2016 – 2020 Nine Springs Golf Course Contract
         a. Park Commission
         b. Finance Committee

      159. **Resolution R-136-15** Approval of 2016 Median Landscape & Mowing Maintenance Contract
         a. Park Commission
         b. Finance Committee

5. **Consent Agenda (continued)**

160. **Resolution R-137-15** Authorizing Acceptance of the Video Surveillance System Project to Include the Video Surveillance System Bid from Enterprise Systems Group and the Network Equipment Bid from CDWG
    a. Finance Committee

161. **Resolution R-138-15** Approval of Walgreens Settlement Agreement
    a. Finance Committee

162. **Resolution R-140-15** Approving Letter of Intent to Convey Excess Land to Certco, Inc.
    a. Board of Public Works
    b. Finance Committee

C. **Public Safety & Human Services**

1. **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 "A"/"CLASS A" FERMENTED MALT BEVERAGE & INTOXICATING LIQUOR
   Monumental Enterprises, Inc., 5276 Williamsburg Way – DBA Verona Road Beer & Beverage Co. – Patrick Machovec, Agent

2. **Consideration of Change of Agent for Aldi Inc. – DBA Aldi #04 –** Andrew Stoltenberg

6. **ADMINISTRATOR'S REPORT**

7. **COMMISSION/COMMITTEE REPORTS**

A. **Plan Commission**

B. **Board of Public Works**

1. **Resolution R-132-15** Authorizing Rejection of the 2015 Combination Sewer Cleaner Bids
   a. Finance Committee

2. **Resolution R-134-15** Resolution Authorizing Approval of Design/Engineering Services Contract for Public & Private Infrastructure Improvements for Sub-Zero/Wolf Campus Expansion
   a. Finance Committee

3. **Resolution R-139-15** Approving Agreement for Subdivision Improvements on Lot 2 of CSM 10031 and Lot 2 of CSM 11021 – **direct referral**

4. **Ordinance 2015-O-33** An Ordinance Amending Chapter 27 Streets and Public Ways – Section 27-255 (b) Relative to Street Occupancy Permits

C. **Park Commission**

D. **Library Board**

E. **Commission on Aging**

F. **Resource Conservation Commission**

G. **Transportation & Transit Commission**

H. **Community & Economic Development Authority**

I. **Agriculture & Rural Affairs Committee**

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

8. **STANDING COMMITTEE REPORTS**

A. **Finance Committee**

1. **APPROVAL OF BILLS –**
Review All Checks Issued and P-Card Transactions (Council Action Not Required)
   a. General Checks 112358 through 112431 dated December 2, 2015 Total $514,047.96

2. **Pre-Approval of Purchases for $25,000 or More** (Council Action Required)
   a. Batch Dated December 2, 2015 - $63,134.69

B. **Personnel Committee**

C. **Public Safety & Human Services**

1. **Operator Licenses needing special attention where applicant must be present: (Issuance Contingent upon Payment of all Fees Owed to City of Fitchburg – Notes: N = New, All Others = Renewal)** Stacey Listol – N; Alan Puskarich – N ***(Tabled from November 24, 2015 Meeting)***

9. **MAYOR'S REPORT**

B. **Alder District Reports**

10. **UNFINISHED BUSINESS**

11. **NEW BUSINESS**

A. **Resolution R-135-15** A Resolution Appointing Election Inspectors for Years 2016-2017 – **direct referral**

12. **ANNOUNCEMENTS**

A. Next Common Council Meeting, January 12, 2015
B. Next Committee of the Whole Meeting, January 27, 2016

13. **ADJOURNMENT**

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

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

AGENDA
FITCHBURG COMMON COUNCIL
DECEMBER 8, 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, December 8, 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 Appointments** *(* Indicates Short Term Due to Vacancy or to Properly Stagger Terms)*
      1. **New Appointments**
         a. Community & Economic Development Authority – Shellie Pierce, Term Expires 4/17/2018*
         (Tabled from November 24, 2015 Meeting)

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** – November 24, 2015

   B. **REFERRALS TO COMMISSIONS AND COMMITTEE**
      158. **Resolution R-128-15** A Resolution Approving 2016 – 2020 Nine Springs Golf Course Contract
         a. Park Commission
         b. Finance Committee

      159. **Resolution R-136-15** Approval of 2016 Median Landscape & Mowing Maintenance Contract
         a. Park Commission
         b. Finance Committee

5. **Consent Agenda (continued)**

160. **Resolution R-137-15** Authorizing Acceptance of the Video Surveillance System Project to Include the Video Surveillance System Bid from Enterprise Systems Group and the Network Equipment Bid from CDWG
    a. Finance Committee

161. **Resolution R-138-15** Approval of Walgreens Settlement Agreement
    a. Finance Committee

162. **Resolution R-140-15** Approving Letter of Intent to Convey Excess Land to Certco, Inc.
    a. Board of Public Works
    b. Finance Committee

C. **Public Safety & Human Services**

1. **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 "A"/"CLASS A" FERMENTED MALT BEVERAGE & INTOXICATING LIQUOR
   Monumental Enterprises, Inc., 5276 Williamsburg Way – DBA Verona Road Beer & Beverage Co. – Patrick Machovec, Agent

2. **Consideration of Change of Agent for Aldi Inc. – DBA Aldi #04 –** Andrew Stoltenberg

6. **ADMINISTRATOR'S REPORT**

7. **COMMISSION/COMMITTEE REPORTS**

A. **Plan Commission**

B. **Board of Public Works**

1. **Resolution R-132-15** Authorizing Rejection of the 2015 Combination Sewer Cleaner Bids
   a. Finance Committee

2. **Resolution R-134-15** Resolution Authorizing Approval of Design/Engineering Services Contract for Public & Private Infrastructure Improvements for Sub-Zero/Wolf Campus Expansion
   a. Finance Committee

3. **Resolution R-139-15** Approving Agreement for Subdivision Improvements on Lot 2 of CSM 10031 and Lot 2 of CSM 11021 – **direct referral**

4. **Ordinance 2015-O-33** An Ordinance Amending Chapter 27 Streets and Public Ways – Section 27-255 (b) Relative to Street Occupancy Permits

C. **Park Commission**

D. **Library Board**

E. **Commission on Aging**

F. **Resource Conservation Commission**

G. **Transportation & Transit Commission**

H. **Community & Economic Development Authority**

I. **Agriculture & Rural Affairs Committee**

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

8. **STANDING COMMITTEE REPORTS**

A. **Finance Committee**

1. **APPROVAL OF BILLS –**
Review All Checks Issued and P-Card Transactions (Council Action Not Required)
   a. General Checks 112358 through 112431 dated December 2, 2015 Total $514,047.96

2. **Pre-Approval of Purchases for $25,000 or More** (Council Action Required)
   a. Batch Dated December 2, 2015 - $63,134.69

B. **Personnel Committee**

C. **Public Safety & Human Services**

1. **Operator Licenses needing special attention where applicant must be present: (Issuance Contingent upon Payment of all Fees Owed to City of Fitchburg – Notes: N = New, All Others = Renewal)** Stacey Listol – N; Alan Puskarich – N ***(Tabled from November 24, 2015 Meeting)***

9. **MAYOR'S REPORT**

B. **Alder District Reports**

10. **UNFINISHED BUSINESS**

11. **NEW BUSINESS**

A. **Resolution R-135-15** A Resolution Appointing Election Inspectors for Years 2016-2017 – **direct referral**

12. **ANNOUNCEMENTS**

A. Next Common Council Meeting, January 12, 2015
B. Next Committee of the Whole Meeting, January 27, 2016

13. **ADJOURNMENT**

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

Lisa Sanford

From: noreply@civicplus.com
Sent: Monday, November 23, 2015 11:28 AM
To: Lisa Sanford
Subject: Online Form Submittal: Mayoral Appointment Application Form

Mayoral Appointment Application Form

**Applications may be submitted for consideration at reappointment time or when vacancies occur. They will remain on file until selected commission is filled.

Select the Board, Commission, or Committee applying for	Community & Economic Development Authority (CEDA)
First Name	Shellie
Last Name	Pierce
Address (Public Use)	2101 Post Rd. Apt.2
City	Fitchburg
State	WI
Zip	53713
Phone Number (Public Use)	608-395-4782
Cell Phone	608-395-4782
Work Phone	[redacted]
Occupation/Title	Project Manager & Educator at Growing Power Madison
Email (Public Use)	Shell.Pierce25@gmail.com
PFC Applicants Only:	*Field not completed.*
Transportation and Transit Commission Applicants Only	*Field not completed.*
Background experience or education that might be pertinent, including volunteer work:	My current role at Growing Power Madison as Project Manager is looking at communities and the economic development of them as well as researching the demographics in which that particular neighborhood resides in. My work there has giving

	me the experience in which I am passionate about to continue installing and bridging gaps in neighborhoods who have an economic disadvantage.
Reasons for your interest/willingness to serve the residents of Fitchburg through this appointment:	My willingness to serve the residents of Fitchburg through this appointment is to look at what we can do as a team to keep our neighborhoods safe and economically sustainable. By looking at the community as a whole. As a new resident to Fitchburg and Post Rd, I believe I can be a voice in which helps to sustain the neighborhoods and surrounding neighborhood/districts.
Community activities in which you have participated:	I run and operate Program of Entrepreneurial and Agriculture Training also known as the PEAT program. The program is designed and geared towards Low-Income and at Risk youth. In, which student's take hands-on education in Urban Agriculture and Business.
Are you currently serving on other Boards, Commissions, or Committees with the City of Fitchburg?	No
If yes, which	*Field not completed.*
Have you served on a Board, Commission, or Committee in Fitchburg before?	No
If yes, which	*Field not completed.*
Please list organization memberships and positions held	UW South Madison Partnership: Community Advisory Board Member South Madison Farmers Market: Board Member Growing Power Madison: Public Speaker

Email not displaying correctly? View it in your browser.

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

DRAFT MINUTES
FITCHBURG COMMON COUNCIL
NOVEMBER 24, 2015
7:30 P.M.
CITY HALL

1. **CALL TO ORDER -** Mayor Arnold called the meeting to order at 7:30 p.m.

2. **PLEDGE OF ALLEGIANCE**

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

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

   A. **Mayoral Appointments** *(* Indicates Short Term Due to Vacancy or to Properly Stagger Terms)*
      1. **New Appointments**
         a. Community & Economic Development Authority – Shellie Pierce, Term Expires 4/17/2018*
         b. Motion by Hartmann, 2nd by Krause to table until Shellie arrives to the meeting.
         c. **Motion carried.**

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** – November 10, 2015

   B. **REFERRALS TO COMMISSIONS AND COMMITTEE**
      Resolution R-127-15 Approval of 2016 Contract with Dane County Human Services ***(COA, Finance, PSHS)***
      Resolution R-132-15 Authorizing Rejection of the 2015 Combination Sewer Cleaner Bids ***(BPW, Finance)***
      Resolution R-134-15 Resolution Authorizing Approval of Design/Engineering Services Contract for Public & Private Infrastructure Improvements for Sub-Zero/Wolf Campus Expansion ***(BPW, Finance)***
      Reapproval of Certified Survey Map Request CS-2060-15 by Randall Guenther of Downtown Fitchburg II LLC, to Divide Property at Syene Road & Clayton Road, Property in Section 11, into 3 Parcels ***(Plan)***
      Ordinance 2015-O-33 An Ordinance Amending Chapter 27 Streets and Public Ways – Section 27-255 (b) Relative to Street Occupancy Permits ***(BPW)***
      Certified Survey Map Request, CS-2094-15 by Michael Marty, Agent for Tralee, LLC, to Replat Outlot 2 Techlands into a Lot ***(Plan)***

Rezone Request RZ-2095-15 By Fred DeVillers, Agent for Forward Community Partners LLC, to Rezone from the PDD-GIP (Planned Development District – General Implementation Plan) to the PDD-SIP (Planned Development District – Specific Implementation Plan), on Lot 1 CSM 13827 ***(Plan)***

Preliminary Plat Request PP-2096-15 by James Spahr of Lionshare Group, Agent for William Dunn, for the Seminole Business Park Preliminary Plat ***(Plan, Park)***

Conditional Use Permit Request CU-2098-15 by Chris Armstrong, Agent for Avante Properties, to Exceed Residential Occupancy of 8 Dwelling Units to Allow for 30 Dwelling Units on Outlot 2 Techlands ***(Plan)***

C. **Public Safety & Human Services**

1. **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

   SoHo Gourmet Cuisines, LLC, 2990 Cahill Main – DBA SoHo Gourmet Cuisines – Pak Ho So, Agent

   "CLASS C" RETAILERS' LICENSE FOR THE SALE OF WINE

   SoHo Gourmet Cuisines, LLC, 2990 Cahill Main – DBA SoHo Gourmet Cuisines – Pak Ho So, Agent

   "CLASS A" CIDER LICENSE

   Speedway, LLC, 2810 Fish Hatchery Road – DBA Speedway #4170 – Kevin N. Scheckel, Agent

2. **Temporary Operator Licenses: (Issuance Contingent upon Payment of all Fees Owed to City of Fitchburg)** Margaret Groves, Sarah Lange, Steven Leverentz – Get Festive with Agora

3. **Consideration of the Following Application for Temporary Class "B"/"Class B" Retailers License "Picnic License" (Issuance Contingent upon Payment of all Fees Owed to City of Fitchburg) – For Sale of Fermented Malt Beverages and Wine** Fitchburg Lions Club, 2523 Targhee Street, Fitchburg, WI for Get Festive with Agora event on Thursday, December 3, 2015 at the Agora, 5500 East Cheryl Parkway, Fitchburg, WI from 4:00 p.m. to 8:00 p.m.
4. Motion by Krause, 2nd by Carpenter to **approve** the consent agenda.
5. **Motion carried.**

6. **ADMINISTRATOR'S REPORT**

Marsh presented the Administrators Report.

7. **COMMISSION/COMMITTEE REPORTS**

A. **Plan Commission**

1. Motion by Poole, 2nd by Carpenter to **approve** **Resolution R-117-15** Designating Proposed Boundaries and Approving a Project Plan for Tax Incremental District No. 10, City of Fitchburg, Wisconsin ***(Finance)***
   a. Mike Harrigan, Ehlers & Associates spoke regarding TID Boundaries and the project plan.
   b. Chuck Chvala registered in support of the resolution.
   c. **Motion carried.**

2. Motion by Poole, 2nd by Johnson to **approve** **Resolution R-122-15** Accepting Temporary Access Easement from Sub-Zero Group
   a. **Motion carried.**

3. Motion by Poole, 2nd by Hartmann to **approve** **Resolution R-129-15** A Resolution Approving a Comprehensive Development Plan Amendment for Stoner Prairie, CDP(A) – 2085-15
   a. **Motion carried.**

4. Motion by Poole, 2nd by Carpenter to **approve** **Resolution R-130-15** A Resolution Approving Final Plat Request (FP-2090-15) for the Final Plat of First Addition to North Park
   a. **Motion carried.**

Poole requested unanimous consent to take up items 6, 7, and then 5.

6. Motion by Poole, 2nd by Arata-Fratta to **approve** **Ordinance 2015-O-34** Zoning Ordinance Amendment Specific Implementation Plan Zoning for Lot 1 CSM 12952 Relative to Parking and Building Modifications
   a. **Motion carried.**

7. Motion by Poole, 2nd by Krause to **approve** **Ordinance 2015-O-35** Zoning Ordinance Amendment Issuing Specific Implementation Plan Zoning for Lot 1 CSM 12135 for a Commercial Development Consisting of Two 2 – Story Buildings
   a. **Motion carried.**

5. Motion Poole, 2nd by Arata-Fratta to **approve** **Resolution R-131-15** A Resolution Approving Certified Survey Map Request CS-2083-15 by Thomas Sanford, Agent for Homeville Fitchburg/Bill Clemens, to Divide Lot 1 CSM 12135 into Two Lots
   a. **Motion carried.**

B. **Board of Public Works**

1. Motion by Krause, 2nd by Poole to **approve** **Resolution R-121-15** Approving Grant of Highway Easement to Wisconsin Department of Transportation (WisDOT) over the Military Ridge Path Corridor at County PD/McKee Road ***(Plan, Finance)***
   a. **Motion carried.**

2. Motion by Krause, 2nd by Poole to **approve** **Resolution R-124-15** Approving the Future Vacation of Excess Right-of-Way on Anton Drive ***(Plan)***
   a. **Motion carried.**

3. Motion by Krause, 2nd by Arata-Fratta to **approve** **Resolution R-125-15** Approving First Amendment to License with New Singular Wireless PCS, LLC, for Modifications to Wireless Digital Communications Equipment on Tower E ***(Finance)***
   a. **Motion carried.**

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 **All Checks Issued and P-Card Transactions** General Checks 112285 through 112357 dated November 19, 2015 Total $849,357.51

2. Motion by Stern, 2nd by Carpenter to **approve** **Purchases for $25,000** or more, batch Dated November 19, 2015 - $201,805.16
   a. **Motion carried.**

3. Motion by Stern, 2nd by Arata-Fratta to **approve** **Resolution R-126-15** Amending 2015 General Fund Budget
   a. **Motion carried.**

Motion by Stern, 2nd by Johnson to remove Resolution R-113-15 from the table. **Motion carried.**

4. Motion by Stern, 2nd by Hartmann to **approve** **Resolution R-113-15** Approving Contract Amendment with SEH for Architectural/Engineering Services a Geo-Thermal System for the West Fire Station Building ***(Tabled from 10/27/2015 Meeting)***
   a. Poole requested that the Mayor appoint a member of the Finance Committee to the Fire Station Oversight Committee.
   b. **Motion carried.**

B. **Personnel Committee**

C. **Public Safety & Human Services**
1. Motion by Poole, 2nd by Gonzalez to **approve** Operator Licenses needing special attention for Joshua Loret – N;
   a. **Motion carried.**

2. Motion by Poole, 2nd by Johnson to table the Operator License for Alan Puskarich until the December 8th meeting
   a. **Motion carried.**

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

B. Bicycle & Pedestrian Advisory Committee – Members appointed by the Mayor are as follows: Mike Basarich, Roger Bass, Edwin Benet, Darren Blankenship, Dawn Crim, Dean Gorrell, Bill Hauda, Amanda Husk, Joe Imilkowski, Jake Johnson, Angela Kinderman, Laura Langer, Joe Maldonado, Andy Potts, Julia Stanley, and Jasara Woulf.

10. **UNFINISHED BUSINESS**
Citizens registering to speak regarding the proposed budget: In support - Edward Healey, Jason Ladwig, Bob Kasieta, Michael Johnson, and Douglas Maxwell.
Citizens registering only regarding the proposed budget: In support - Pauli Nikolay, Mike Willett, Anne Hecht, Swami Swaminathan, Diane Olsen, Marcia Kasieta, Karen Julesberg, Teri Cobb, B. Jean Hill, Mary Power, Jeanie Sieling, Martha Maxwell, Leigh Schmidt, Thad Schumacher. In opposition – John Hook.

1. Motion by Poole, 2nd by Gonzalez to approve the proposed procedure for the evening with the exception of Item #6. **Motion carried.**

Misty presented an overview of other taxing jurisdictions.

2. Motion by Hartmann, 2nd by Johnson to reconsider **Resolution R-104-15** A Resolution Adopting the 2016 Annual City Operating Budget as amended at 11/10/15 meeting.
   a. Roll call vote: Ayes: Hartmann, Johnson, Krause. Nay: Gonzalez, Poole, Stern, Arata-Fratta, Carpenter.
   b. **Motion failed (5-3).**

Previous Amendments Being Reconsidered

Amendments #15,16,17,18
3. Motion by Gonzalez, 2nd by Stern to take the sustainability position down to 50%.
   a. Roll call vote: Ayes: Gonzalez, Poole, Stern, Arata-Fratta, Carpenter. Nay: Hartmann, Johnson, Krause.
   b. **Motion carried (5-3).**

9:34 p.m. – called for a 5 minute recess.
9:42 p.m. – reconvened.

Amendment #38

4. Motion by Gonzalez, 2nd by Carpenter to move the Fire Fighter start date to July 1st
    a. Roll call vote: Ayes: Gonzalez, Poole, Stern, Carpenter. Nay: Hartmann, Johnson, Krause, Arata-Fratta.
    b. **Vote (4-4), Mayor's vote: Nay**
    c. **Motion failed.**

Amendment #35

5. Motion by Johnson, 2nd by Poole to adjust the gas prices to $2.45 p/gal for gas and $2.95 p/gal for diesel.
    a. **Voice vote – motion carried.**

Amendment #36

6. Motion by Arata-Fratta, 2nd by Hartmann to remove the Fire Fighter positions.
    a. Motion by Poole, 2nd by Gonzalez to amend to a July 1st start date.
    b. Motion by Johnson, 2nd by Gonzalez to extend debate – **Motion carried.**
    c. Roll call vote on July 1st start. Ayes: Gonzalez, Poole, Stern, Arata-Fratta, Carpenter. Nay: Hartmann, Johnson, Krause.
    d. **Motion carried (5-3).**
    e. Motion by Hartmann, 2nd by Krause to change the start date to April 1st.
    f. Roll call vote: Ayes: Hartmann, Krause. Nay: Gonzalez, Johnson, Poole, Stern, Arata-Fratta, Carpenter.
    g. **Motion failed (6-2).**
    h. Roll call vote on the amended amendment for a July 1st start date. Ayes: Gonzalez, Poole, Stern, Arata-Fratta, Carpenter. Nay: Hartmann, Johnson, Krause.
    i. **Motion carried (5-3).**

Amendment #60

7. Motion by Carpenter, 2nd by Stern to move the Outreach Librarian start date to July 1st.
    a. Roll call vote: Ayes: Gonzalez, Poole, Stern, Arata-Fratta, Carpenter. Nay: Hartmann, Johnson, Krause.
    b. **Motion carried (5-3).**

Amendment #62

8. Motion by Arata-Fratta, 2nd by Poole to reduce CIP#6302 City Campus Building Systems by $43,000.
    a. Roll call vote: Ayes: Hartmann, Poole, Stern, Arata-Fratta, Carpenter. Nay: Gonzalez, Johnson, Krause.
    b. **Motion carried (5-3).**

Amendment #52

9. Motion by Johnson, 2nd by Gonzalez to increase Nine Springs Golf Course Contract by half $5,000.
    a. Roll call vote: Ayes: Johnson, Krause. Nay: Gonzalez, Hartmann, Poole, Stern, Arata-Fratta, Carpenter.
    b. **Motion failed (6-2).**

Amendment #68

10. Motion by Gonzalez, 2nd by Stern to remove Maple Lawn Consultant.
    a. Roll call vote: Ayes: Gonzalez, Poole, Stern, Arata-Fratta, Carpenter. Nay: Hartmann, Johnson, Krause.
    b. **Motion carried (5-3).**

Amendment #63

11. Motion by Arata-Fratta, 2nd by Gonzalez to defer CIP #2136 Fleet Vehicle Replacement #64.
    a. Motion by Gonzalez, 2nd by Krause to extend debate - **motion failed.**
    b. Roll call vote: Ayes: Gonzalez, Poole, Stern, Arata-Fratta, Carpenter. Nay: Hartmann, Johnson, Krause.
    c. **Motion carried (5-3).**

Amendments #42 & 43

12. Motion by Arata-Fratta, 2nd by Stern to remove the East-West Bus Route.
    a. Roll call vote: Ayes: Gonzalez, Poole, Stern, Arata-Fratta, Carpenter. Nay: Hartmann, Johnson, Krause.
    b. **Motion carried (5-3).**

13. Motion by Johnson, 2nd by Hartmann to approve the budget as amended.
    a. Roll call vote: Aye: Hartmann. Nay: Gonzalez, Johnson, Krause, Poole, Stern, Arata-Fratta, Carpenter.
    b. **Motion failed (7-1).**

New Amendment #75 (item #17)

14. Motion by Gonzalez, 2nd by Stern to remove the Crime Analyst Position.
    a. Roll call vote: All Nay
    b. Motion failed **(8-0).**

New Amendment #75 (item #10)

15. Motion by Gonzalez, 2nd by Stern to remove funding from Alders and Mayor.
    a. Voice vote – **motion failed.**

11:00 p.m. – Motion by Gonzalez, 2nd by Carpenter to extend meeting one hour. **Motion carried.**

New Amendment #77

16. Motion by Poole, 2nd by Stern to remove $500,000 from CIP #3319 Road Resurfacing.
    a. Motion by Krause, 2nd by Stern to extend debate. **Motion carried.**
    b. Motion by Stern, 2nd by Johnson to reduce the amount to $100,000.
    c. Roll call vote to reduce to $100,000: Ayes: Hartmann, Johnson, Krause. Nay: Gonzalez, Poole, Stern, Arata-Fratta, Carpenter.
    d. **Motion failed (5-3).**
    e. Motion by Carpenter, 2nd by Stern to amend the amount to $225,000.
    f. Roll call vote: Aye: Stern. Nay: Gonzalez, Hartmann, Johnson, Krause, Poole, Arata-Fratta, Carpenter.
    g. **Motion failed (7-1).**
    h. Motion by Arata-Fratta, 2nd by Stern to amend the amount to $150,000.
    i. Roll call vote: Ayes: Johnson, Stern, Arata-Fratta. Nay: Gonzalez, Hartmann, Krause, Poole, Carpenter.
    j. **Motion failed (5-3).**
    k. Motion by Poole, 2nd by Stern to amend reduction total to $400,000
    l. Roll call vote: Aye: Stern. Nay: Gonzalez, Hartmann, Johnson, Krause, Poole, Arata-Fratta, Carpenter.
    m. **Motion failed (7-1).**
    n. Roll call vote on main motion: Ayes: Gonzalez, Poole, Carpenter. Nay: Johnson, Krause, Arata-Fratta. Stern abstained. Hartmann absent for vote.
    o. **Vote (3-3), Mayor's vote: Nay**
    p. **Motion failed (4-3).**

New Amendment #77

17. Motion by Gonzalez, 2nd by Carpenter to amend the CIP #3319 Road Resurfacing to reduce by $350,000.
    a. Roll call vote: Ayes: Gonzalez, Poole, Stern, Arata-Fratta, Carpenter. Nay: Hartmann, Johnson, Krause.
    b. **Motion carried (5-3).**

Gonzalez withdrew all remaining new amendments
Hartmann withdrew his new amendment

New Amendment #74

18. Motion by Johnson, 2nd by Hartmann to reduce fees for chamber memberships
    a. Johnson & Hartmann withdrew amendment after some discussion.

19. Motion by Stern, 2nd by Poole to vote on the budget as amended.
    a. Roll call vote: Ayes: Stern, Arata-Fratta. Nay: Gonzalez, Hartmann, Johnson, Krause, Poole, Carpenter.
    b. **Motion failed (6-2).**

11:38 p.m. – recess for 5 minutes
11:45 p.m. – reconvened

Amendments #42 & 43, along with Amendments #15,16,17,18

20. Motion by Hartmann, 2nd by Johnson to add back in the East-West bus route and increase the sustainability hours from .5 to .75.

11:55 p.m. – Motion by Poole, 2nd by Gonzalez to **extend meeting** for 30 minutes. Roll call vote: Ayes: Gonzalez, Hartmann, Johnson, Krause, Poole, Arata-Fratta, Carpenter. Nay: Stern. **Motion carried (7-1).**

    a. Roll call vote: Ayes: Hartmann, Johnson, Krause. Nay: Gonzalez, Poole, Stern, Arata-Fratta, Carpenter.
    b. **Motion failed (5-3).**

21. Motion by Stern, 2nd by Gonzalez to vote on the budget as amended.
    a. Roll call vote: Ayes: Gonzalez, Poole, Stern, Arata-Fratta, Carpenter. Nay: Hartmann, Johnson, Krause.
    b. **Motion carried (5-3).**

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

10. **UNFINISHED BUSINESS**
    A. Motion by Stern, 2nd by Gonzalez to **approve** the omnibus. **Motion carried.**
    B. Motion by Stern, 2nd by Gonzalez to approve the Tax Levy Amount $19,769,243
        a. **Motion carried.** (Johnson & Hartmann abstain)

11. **NEW BUSINESS** - None

12. **ANNOUNCEMENTS**
    A. Next Common Council Meeting, December 8, 2015
    B. Next Committee of the Whole Meeting, January 27, 2016

13. Motion by Stern, 2nd by Poole to **adjourn.**
    A. **Motion carried**. Time: 12:09 p.m.

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

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred: **December 8, 2015** Ordinance Number:
Date to Report Back**: January 12, 2016** **Resolution** Number: **R-128-15**

Sponsored by: Mayor Drafted by: PRF

TITLE: **A RESOLUTION APPROVING 2016 - 2020 NINE SPRINGS GOLF COURSE CONTRACT**

Background: This 5 year Contract with Nine Springs Golf Course, LLC/ Dan Larsen will replace the current 2015 lease which expires on December 31, 2015. This Contract will provide the Nine Springs Golf Course premises management services starting January 1, 2016 and ending on December 31, 2020.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Park Commission	Endl	January 7, 2016	
2	Finance Committee	Dodge	January 12, 2016	

Amendments:

Fitchburg

Pre-Approval Request #_____

Item Description: Nine Springs Golf Course Contract

Date: 11/19/2015

Rationale for Purchase: This annual contract will provide the Nine Springs Golf Course premises management services starting January 1, 2016 and end on December 31, 2020.

Department: PRF

Contact Person: Scott Endl

Budget Amount: $ 30,000

Budget Page Ref:

Funds Available: yes

Estimate/Quote/Bids Solicitations:

This is a continuation of the 2015 lease - no additional prices were received.

Estimates/Quotes/Bids Received:

Vendor	Description	Amount	Notes
Nine Springs GC LLC/ Dan Larsen	Provider of management services	$30,000	annual amount

Recommended Vendor: _____ **Vendor #:** _____

Attach W-9 if a new vendor

Rationale for Recommendation or Sole Source:

This is a continuation of the 2015 lease - no additional prices were received.

PURCHASE ORDER INFORMATION

Vendor Address :

Dan Larsen
2325 Traceway Drive #103
Fitchburg, WI 53711

City Ship To Information:

City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711

QTY	UNIT PRICE	DESCRIPTION	VIN/BID LINES	AMOUNT	GL ACCOUNT	GL Actv #
12	$2,500	Monthly contract payment		30,000.00	100-5520-289	
				-		
				-		
				-		
		2016 Expense		-		
				-		
				-		
				-		
				-		
				-		
				-		

TOTAL: 30,000.00

Budget Amendment Needed? NO

Disposition of previous item? N/A

*if budget amendment needed include memo to explain and request authority

*if sold other than through auction, Finance Committee approval needed

Approvals - Initial and Date

Dept. Head: [signature]

Finance Dir: MFO 11-19-15

Committee: Pending R-128-15 (Fin Comm >$25K; Council $50K+)

QA (Finance): RM 11/19/15

Administrator: PSM 11-19-15.

Mayor: [signature] 12-2-2015

Council: Pending R-128-15

PRF Department Introduced By	City Administrator & Parks Director Drafted By
Parks Commission & Finance Committee Referred To	December 8, 2015 Date

Resolution R-128-15

A RESOLUTION AUTHORIZING THE 2016 – 2020 NINE SPRINGS GOLF COURSE CONTRACT

WHEREAS, the City of Fitchburg is a Wisconsin Municipal Corporation located in the County of Dane conducting its principal business at 5520 Lacy Road, and is the owner of a public municipal golf course within its corporate limits known as Nine Springs Golf course ("Golf Course"); and

WHEREAS, this golf course has long provided excellent park and recreation benefits to the community, its residents, and area visitors, and has long been of outstanding physical condition and quality; and

WHEREAS, it is in the best interests of the City and its residents to continue use of the golf course/park as a public facility; and

WHEREAS, the City desires to contract this public golf course and appurtenant facilities so as to continue qualified expert management and maintenance of said premises; and

WHEREAS, Nine Springs Golf Course, LLC/Dan Larsen will provide this service starting January 1, 2016 and ending December 31, 2020 in the amount of $30,000.00 annually; and

NOW THEREFORE BE IT HEREBY RESOLVED, the City Council has authorized the Mayor and City Clerk to execute the attached 2016 – 2020 contract to operate and manage the golf course premises for public purposes for the years 2016 - 2020.

Adopted by the Common Council of the City of Fitchburg this 12th day of January, 2016.

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**: December 8, 2015**
Date to Report Back**: January 12, 2016** Resolution Number: **R-136-15**

Sponsored by: Mayor Drafted by: PRF

TITLE: **Approval of 2016 Median Landscape & Mowing Maintenance Contract**

Background: The 2015 Contractor will keep his 2015 bid price for this work in 2016. If we were to rebid it would take staff time and there would be no guarantee of a lower price. If we were to bid and award to new contractor there would need to be a lot of time spent working with this new contractor. I see this as a strategy in trying to keep up with the additional volume of work that Parks needs to accomplish with no additional staff time allocated to accomplish this for 2016.

See include with this information a copy of the 2015 bid tabulation for this work.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Park Commission	Endl	December 17, 2015	
2	Finance Committee	Dodge	January 12, 2016	
3				
4				

Amendments:

- B.D [illegible]

R-136-15

Fitchburg

Pre-Approval Request

Item Description: Median and Landscape Maintenance Contract 2016

Date: 11/25/2015

Rationale for Purchase: 2015 Contractor will keep his 2015 bid price for this work. If we were to rebid it would take staff time and there would be no guarantee of a lower price. If we were to bid and award to new contractor there would need to be a lot of time spent working with this new contractor. I see this as a strategy in trying to keep up with the additional volume of work that Parks needs to accomplish with no additional staff time allocated to accomplish this for 2016.

Department: PRF

Contact Person: Endl

Budget Amount: $ 35,000

Budget Page Ref:

Funds Available:

Estimate/Quote/Bids Solicitations:

I will include in information for Council and Finanace Committee the 2015 bid tabulation for this work.

2016 Expense

Estimates/Quotes/Bids Received:

Vendor	Description	Amount	Notes
Norstra Terra Landscape	Median and Landscape Maintenance	$34,725	Same bid as 2015

Recommended Vendor:

Vendor #:

Attach W-9 if a new vendor

Rationale for Recommendation or Sole Source:

2015 Contractor will keep his 2015 bid price for this work. If we were to rebid it would take staff time and there would be no guarantee of a lower price. If we were to bid and award to new contractor there would need to be a lot of time spent working with this new contractor. I see this as a strategy in trying to keep up with the additional volume of work that Parks needs to accomplish with no additional staff time allocated to accomplish this for 2016.

PURCHASE ORDER INFORMATION

Vendor Address :

Norstra Terra Landscape
2061 Walnut Street
Oregon, WI 53575

City Ship To Information:

City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711

QTY	UNIT PRICE	DESCRIPTION	VIN/BID LINES	AMOUNT	GL ACCOUNT	GL Actv #
	$34,725	2016 Maintenance Contract		34,725.00	100-5520-290	
				-		
				-		
				-		
				-		
				-		
				-		
				-		
				-		
				-		

TOTAL: 34,725.00

Budget Amendment Needed? no *if budget amendment needed include memo to explain and request authority

Disposition of previous item? n/a *if sold other than through auction, Finance Committee approval needed

Approvals - Initial and Date

11/25/15 **Dept Head:** JE

QA (Finance): KM

Finance Dir: MFD 12-1-15

Administrator: ASM 12-1-15

Mayor: 12-2-2015

Committee: Pending 136-15 (Fin Comm >$25K; Council $50K+)

Council: Pending 136-15

2015 Median Landscape Maintenance Bid Tab

	Barnes	Nostra Terra	Messner	A&G
Spring Cleanup				
Nine Springs Roundabouts	$ 1,100.00	$ 400.00	$ 600.00	$ 400.00
Fish Hatchery Medians	$ 3,800.00	$ 400.00	$ 600.00	$ 500.00
McKee Road Medians	$ 2,400.00	$ 400.00	$ 600.00	$ 480.00
Fitchrona Road Medians	$ 1,200.00	$ 400.00	$ 600.00	$ 400.00
Lacy Rd at HWY 14	$ 2,400.00	$ 450.00	$ 600.00	$ 420.00
Total:	**$ 10,900.00**	**$ 2,050.00**	**$ 3,000.00**	**$ 2,200.00**
2 Visits per Month (11 Weeding's)				
Nine Springs Roundabouts	$ 4,000.00	$ 1,375.00	$ 4,400.00	$ 810.00
Fish Hatchery Medians	$ 9,000.00	$ 1,375.00	$ 4,400.00	$ 1,800.00
McKee Road Medians	$ 6,000.00	$ 1,375.00	$ 4,400.00	$ 1,650.00
Lacy Rd at HWY 14	$ 3,360.00	$ 1,375.00	$ 4,400.00	$ 1,440.00
Fitchrona Rd Medians	$ 1,000.00	$ 1,375.00	$ 4,400.00	$ 1,800.00
Total:	**$ 23,360.00**	**$ 6,875.00**	**$ 22,000.00**	**$ 7,500.00**
1 Visit per Month (6 Weeding's)				
Nine Springs Roundabouts	$ 2,400.00	$ 1,500.00	$ 3,600.00	$ 540.00
Fish Hatchery Medians	$ 6,750.00	$ 1,500.00	$ 3,600.00	$ 1,200.00
McKee Road Medians	$ 4,080.00	$ 1,500.00	$ 3,600.00	$ 1,100.00
Fitchrona Rd Medians	$ 1,000.00	$ 1,500.00	$ 3,600.00	$ 960.00
Lacy Rd at HWY 14	$ 2,160.00	$ 1,500.00	$ 3,600.00	$ 1,200.00
Total:	**$ 16,390.00**	**$ 7,500.00**	**$ 18,000.00**	**$ 5,000.00**
Fall Clean Up				
Nine Springs Roundabouts	$ 1,500.00	$ 300.00	$ 600.00	$ 350.00
Fish Hatchery Medians	$ 4,500.00	$ 300.00	$ 600.00	$ 500.00
McKee Road Medians	$ 2,400.00	$ 300.00	$ 600.00	$ 520.00
Fitchrona Road Medians	$ 1,020.00	$ 100.00	$ 600.00	$ 350.00
Lacy Rd at HWY 14	$ 1,320.00	$ 300.00	$ 600.00	$ 480.00
Total:	**$ 10,740.00**	**$ 1,300.00**	**$ 3,000.00**	**$ 2,200.00**
Alternate #1 Watering				
Nine Springs Roundabouts	45/hr	38/hr	45/hr	75/hr
Fish Hatchery Medians	45/hr	38/hr	45/hr	75/hr
McKee Road Medians	45/hr	38/hr	45/hr	75/hr
Fitchrona Road Medians	45/hr	38/hr	45/hr	75/hr
Lacy Rd at HWY 14	45/hr	38/hr	45/hr	75/hr
Alternate # 2 Deadheading				
Nine Springs Roundabouts	NA	$ 200.00	$ 300.00	$ 220.00
Fish Hatchery Medians	NA	$ 200.00	$ 300.00	$ 325.00
McKee Road Medians	NA	$ 200.00	$ 300.00	$ 240.00
Lacy Rd at HWY 14	NA	$ 200.00	$ 300.00	$ 220.00
Fitchrona Road Medians	NA	$ 180.00	$ 300.00	$ 210.00
Total:		**$ 980.00**	**$ 1,500.00**	**$ 1,215.00**
Landacape Total With 1 Visit no alternates	**$ 38,030.00**	**$ 10,850.00**	**$ 24,000.00**	**$ 9,400.00**
Landscape Total With 2 Visits no alternates	**$ 45,000.00**	**$ 10,225.00**	**$ 28,000.00**	**$ 11,900.00**

2015 Turf Maintenance Bid Tab

Area	Barnes	Nostra Terra	Messner	A&G
1	$ 70.00	$ 50.00	$ 80.00	$ 70.00
2	$ 69.00	$ 45.00	$ 70.00	$ 70.00
3	$ 50.00	$ 45.00	$ 100.00	$ 60.00
4	$ 78.00	$ 120.00	$ 150.00	$ 100.00
5	$ 165.00	$ 120.00	$ 120.00	$ 100.00
6	$ 60.00	$ 80.00	$ 50.00	$ 50.00
7	$ 48.00	$ 75.00	$ 50.00	$ 50.00
8	$ 70.00	$ 120.00	$ 95.00	$ 70.00
9	$ 60.00	$ 30.00	$ 80.00	$ 60.00
10	$ 70.00	$ 48.00	$ 70.00	$ 50.00
11	$ 50.00	$ 45.00	$ 70.00	$ 50.00
12	$ 145.00	$ 45.00	$ 120.00	$ 80.00
13	$ 125.00	$ 35.00	$ 80.00	$ 60.00
14	$ 230.00	$ 45.00	$ 120.00	$ 90.00
15	$ 230.00	$ 48.00	$ 80.00	$ 90.00
16	$ 95.00	$ 65.00	$ 100.00	$ 100.00
17	$ 95.00	$ 80.00	$ 100.00	$ 70.00
Total:	**$ 1,710.00**	**$ 1,096.00**	**$ 1,535.00**	**$ 1,220.00**
Total with 20 mowing's per year:	**$ 34,200.00**	**$ 21,920.00**	**$ 30,700.00**	**$ 24,400.00**

Mulching Alternate

Area	Barnes	Nostra Terra	Messner	A&G
1	$ 220.00	$ 180.00	$ 100.00	$ 80.00
2	$ 400.00	$ 100.00	$ 300.00	$ 50.00
3	$ 310.00	$ 290.00	$ 130.00	$ 70.00
4	$ 380.00	$ 290.00	$ 180.00	$ 270.00
5	$ 280.00	$ 190.00	$ 180.00	$ 200.00
6	$ 110.00	$ 400.00	$ 60.00	$ 70.00
7	$ 95.00	$ 100.00	$ 100.00	$ 90.00
8	$ 150.00	$ 110.00	$ 60.00	$ 90.00
9	$ 180.00	$ 90.00	$ 100.00	$ 80.00
10	$ 180.00	$ 80.00	$ 60.00	$ 80.00
11	$ 315.00	$ 80.00	$ 80.00	$ 240.00
12	$ 220.00	$ 100.00	$ 80.00	$ 70.00
13		$ 110.00	$ 200.00	$ 80.00
14	$ 600.00	$ 90.00	$ 60.00	$ 80.00
15	$ 1,260.00	$ 90.00	$ 80.00	$ 90.00
16	$ 600.00	$ 90.00	$ 100.00	$ 220.00
17	$ 350.00	$ 190.00	$ 100.00	$ 60.00
Total:	**$ 5,650.00**	**$ 2,580.00**	**$ 1,970.00**	**$ 1,920.00**

Overall Total With 1 Visit per Month W/ Mulching ALT	**$ 77,880.00**	**$ 35,350.00**	**$ 56,670.00**	**$ 35,720.00**
Overall Total With 2 Visits per Month W/ Mulching ALT	**$ 84,850.00**	**$ 34,725.00**	**$ 60,670.00**	**$ 38,220.00**

Steve Arnold, Mayor
Introduced By

Parks, Recreation & Forestry
Drafted By

Park Commission & Finance
Committee

December 8, 2015
Date

Resolution R-136-15

Approval of 2016 Median Landscape & Mowing Maintenance Contract

WHEREAS, the Operational Budget includes funding for the maintenance of Median Landscapes & Mowing of said medians: and

WHEREAS, on February 26th, 2015 four (4) sealed bids were received with the results listed on the attached bid tab; and

WHEREAS, the low bidder, Norstra Terra Landscape was found to be the lowest responsive bid and in compliance with the bid specifications; and

WHEREAS, Norstra Terra Landscape has agreed to hold their 2015 bid price for this work in 2016;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Fitchburg Common Council that it approves this maintenance contract to Norstra Terra Landscape in the amount of $34,725.00.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to sign the contracts with Norstra Terra Landscape for this Maintenance Work.

Adopted by the Common council of the City of Fitchburg this 12th day of January, 2016

Approved By: _____
Stephen L. Arnold, Mayor

Approved By: _____
Patti Anderson, City Clerk

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred**: 12/08/2015** Ordinance Number:
Date to Report Back**: 1/12/2016** Resolution Number: R-137-15

Sponsored by: Mayor Drafted by: Matt Prough, IT Manager

TITLE: **AUTHORIZING ACCEPTANCE OF THE VIDEO SURVEILLANCE SYSTEM PROJECT TO INCLUDE THE VIDEO SURVEILLANCE SYSTEM BID FROM ENTERPRISE SYSTEMS GROUP AND THE NETWORK EQUIPMENT BID FROM CDWG**

Background: The 2015 CIP budget included project #1035 with a budget of $95,000 to replace the Video Surveillance System serving the City Hall, Community Center, and Public Works buildings. The existing video system is end of life. The I.T. department published an RFP specification to which 12 vendors responded, with seven providing a proposal by the deadline. The proposal from Enterprise Systems Group is the lowest cost proposal that meets the needs of the city. Additionally, the network switches for the video project were bid separately from the rest of the project due to available federal contract pricing that was less costly than what the video system vendors could provide. This resolution requests approval of the entire video surveillance system project, including the award of the video system bid to Enterprise Systems Group and approval of the purchase of the network equipment for the video system from CDWG. Further explanation can be found in the attached memos.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Finance Committee	Dodge	1/12/2016	
2				
3				
4				

Amendments:

Fitchburg

Pre-Approval Request #_____

Item Description: Video Surveillance System **Date:** 12/1/2015

Rationale for Purchase: CIP Project #1035, approved in 2015. This CIP project is to replace the video surveillance cameras and recorder which serve the City Hall, Community/Senior Center, and Public Works buildings. The existing systems are end of life, and several cameras are currently not functioning.

Department: Information Technology
Contact Person: Matt Prough

Budget Amount: $ 95,000
Budget Page Ref: 51
Funds Available: $ 95,000

Estimate/Quote/Bids Solicitations:

Bids were obtained via an RFP process.

Estimates/Quotes/Bids Received:

Vendor	Description	Amount	Notes
CEC	Video Surveillance System	> $45,350	See memo for cost details
ESG	Video Surveillance System	$ 46,848.20	
BoldTronics	Video Surveillance System	$ 49,681.00	

Recommended Vendor: ESG **Vendor #:** _____

Attach W-9 if a new vendor

Rationale for Recommendation or Sole Source:

ESG provided the solution that best meets the needs of the city at the lowest cost. While the CEC bid may be slightly lower in cost, staff who evaluated their proposed system felt that it did not meet the needs of the city, and that the public works implementation in particular was inferior to the proposal by ESG and BoldTronics.

PURCHASE ORDER INFORMATION

Vendor Address :

Enterprise Systems Group
2305 Kelbo Drive
Little Chute, WI 54140

City Ship To Information:

City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711

QTY	UNIT PRICE	DESCRIPTION	VIN/BID LINES	AMOUNT	GL ACCOUNT	GL Actv #
1	46848.2	Video Surveillance System per RFP		46,848.20	400-5711-035	
		Requirements		-		
				-		
				-		
				-		
				-		
				-		
				-		
				-		
				-		

TOTAL: 46,848.20

Budget Amendment Needed? no *if budget amendment needed include memo to explain and request authority
Disposition of previous item? junked - obsolete *if sold other than through auction, Finance Committee approval needed

Approvals - Initial and Date

Dept Head: MTP **Finance Dir:** MFP 12-1-15 **Committee:** Pending Yes 137-15 (Fin Comm >$25K; Council $50K+)
Administrator: 12-1-15 **QA (Finance):** KM 12/1/15 **Mayor:** 12-2-2015 **Council:** Yes 137-15

Rev. 8/15

THE CITY OF
Fitchburg
INFORMATION TECHNOLOGY

December 1, 2015

Vendor Selection Justification

From: Matt Prough, IT Manager

Project Name: CIP# 1035 – Video Surveillance System Replacement

Overview: CIP project #1035 was approved in 2015 with a budget of $95,000 to replace the video surveillance systems in use in the City Hall, Community Center, and Public Works buildings. The city is replacing two analog recorders and 20 analog cameras at the City Hall and Community Center buildings, and one IP recorder and nine IP cameras at the Public Works building.

Project Goals: The intent of the project was to replace the existing video systems with an IP camera system that would, at minimum, maintain the existing video camera locations. The system is to be scalable to meet the needs of the two fire stations being planned, as well as any additional cameras added over the next five to seven years.

RFP: City staff created an RFP document for the replacement of the system. Twelve vendors requested the RFP documents, and seven submitted proposals. After staff reviewed the proposals, three finalists were selected based primarily on cost to compete for the final project. The project requirements were enhanced and each finalist submitted updated proposals based on those requirements

Vendor Recommendation – Enterprise Systems Group (ESG): Staff is recommending the City select Enterprise Systems Group as the vendor for this project. Their final proposed cost is $46,848.20. This proposal adheres fully to the specifications of the project and best meets the needs of the city at the lowest cost. The proposed system provides all the requested features and functionality. Additionally, staff were impressed with ESG personnel and their ability to install the system to specifications and to support it long-term.

Second Finalist – Boldtronics: Staff believes the Boldtronics system was similar in capabilities and quality to the ESG system, but at a higher cost of $49,641.

Third Finalist – Communications Engineering Company (CEC): The system recommended by CEC, at a cost of $35,850, did not meet the requirements of the city after the second review. After this review, CEC stated that for an additional $9,500 CEC would supply an upgraded network recorder that would meet the city's needs, which brought the cost of their proposal to $45,350. Staff also had concerns about the quality of the cameras specified in this proposal, and believed that the public works license plate camera was substantially inferior to the camera proposed by ESG. Staff is concerned that selecting this system may result in future upgrades or change orders to achieve a similar result to the ESG proposal.

ESG
ENTERPRISE SYSTEMS GROUP

DATE: 11/20/2015
TP SO #:
TP Spprt Hrs Contract #:
Account Rep: Lane Manning
Prepared by: Tom Binish

Quotation and Sales Agreement

BILL TO: City of Fitchburg
Address: 5520 Lacy Rd.
City/State/Zip: Fitchburg, WI 53711
County: Dane
Contact: Mathew Prough
Telephone #: 608-270-4231
Fax #:
Federal ID #:
E-Mail: mathew.prough@fitchburgwi.g

SHIP TO: Same
Attention:
Address:
City/State/Zip:
County:
Telephone #:

ACCT TYPE: ☑ New ☐ Existing
SHIP VIA: ☑ ESG ☐ Courier

Qty	Part #	Description	Unit Price	Extnd'd Price
1		Video Surveillance System	$46,848.20	$46,848.20
		Per RFP requirements		
		**Quote based on Customers Data Network being in compliance for a IP Video Camera implementation including POE Switches and QoS throughout VLAN/WAN. Customer to provide necessary PoE switch ports, rack space, power and carrier connections. ESG recommends UPS on service affecting controllers and servers.		

Lease Option	Payment	Rate
36 Month		
48 Month		
60 Month		

Rates are based on 0 payments in advance. This is a One Dollar Buy Out Purchase Option. Tax is not included in lease payment. Rates are in effect for 30 days from the date of quote and are subject to credit approval.

PAYMENT METHOD
☐ P.O. P.O.#:
☐ Lease
☐ Check Check #:

Subtotal:	$46,848.20
Shipping & Handling:	included
Sales Tax:	included
TOTAL PURCHASE:	$46,848.20

Quotation is valid for 30 days.

PAYMENT SCHEDULE (Does not include any applicable taxes or shipping charges.)

$11,712.05	25% Upon Contract Signing
$23,424.10	50% Upon Delivery of Equipment
$9,369.64	20% Upon Cutover
$2,342.41	5% Upon Acceptance

PROPRIETARY AND CONFIDENTIAL - Do not distribute without the written consent of Enterprise Systems Group.

All equipment is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any additions or deletions to the system must be approved in writing by the Customer and ESG. Fulfillment of the agreement by ESG shall be suspended due to acts beyond ESG control including acts of God, government action, strike, lockouts and other similar causes. The above prices, specifications and conditions are satisfactory and are hereby accepted. ESG is authorized to proceed with work as specified. Customer assumes risk of loss upon delivery of equipment to the premises and will contract directly with carrier for network service availability. This agreement is subject to ESG's terms and conditions dated 12-31-2014 and to the acceptance of any order or any change by an authorized officer of ESG.

Authorized Signature — Date

Lane Manning — 11/20/2015
Enterprise Systems Group — Date

Price Page

Section A Camera Equipment

Camera Tag	Camera Model	Comply with Spec	Total qty	Price per Each	Extended Price
PD1, CH 1, CH 2, Ch 3, SC 1, CC1	I 73	Yes	5	$812.50	$4,062.50
PD1a, PD4, PW1, PW4, PW5, PW7, PW7a	E86A	Yes	8	$422.50	$3,380.00
PD2, PD2a, PD5, PD6, PD7, PD8, PD10, PD11, PD14, PD15, CH4	E 913	Yes	11	$266.50	$2,931.50
PD3, PD9, PD12, PD13, CH5, PW2, PW3	E56	Yes	7	$260.00	$1,820.00
CC1c, CC1B	E918	Yes	2	$418.60	$837.20
PW6, PW8	I45	Yes	2	$936.00	$1,872.00
Misc Equipment, Mounts, Accessories			1	$1,462.00	$1,462.00
				Total	$16,365.20

Section B Existing Camera licensing

Camera Tag	Camera Model	Connection Type	Total Qty	Price per each	Extended Price
			0	$50.00	$0.00
ALL EXISTING CAMERAS TO BE REPLACED WITH NEW			0	$50.00	$0.00
			0	$50.00	$0.00
				Total	$0.00

Section C Network Video Recording

Model	Mounting	Storage	Qty	Price Each	Total Price
INR-430	Rack	20TB	1	$4,683.00	$4,683.00
				Total	$4,683.00

Section D Video Management Software

Moel	Version	Licenses Included	Qty	Unit Price	Total Price
NVR 3.0 Enterprise	3.0.10.40	64	1	$0.00	$0.00
				Total	$0.00

Section E Installation Sub Contract

Company Name	Compliant w/RFI	Insured	Qty	Unit Price	Total Price
Reliable Cable	Yes	Yes	1	$10,800.00	$10,800.00
				Total	$10,800.00

Section F Planning Implementation Training

Company Name	Compliant w/ RFI	Insured	Qty	Unit Price	Total Price
ESG	Yes	Yes	1	$15,000.00	$15,000.00
				Total	$15,000.00

Total Section A		$16,365.20
Total Section B		$0.00
Total Section C		$4,683.00
Total Section D		$0.00
Total Section E		$10,800.00
Total Section F		$15,000.00
Grand Total		$46,848.20

Voluntary Alternate

Description			Qty	Unit Cost	Total Price
Add Redundant Power Supplies and 12 Total Drive Bays on NVR			1	$3,981.00	$3,981.00
Removal of existing coaxial cable			1	$2,124.00	$2,124.00

Enterprise Systems Group 11/20/2015 Signed: Tom Binish

ENTERPRISE SYSTEMS GROUP, a Division of
WISCONSIN WIRELESS COMMUNICATIONS CORPORATION
TERMS AND CONDITIONS OF QUOTATION AND SALE AGREEMENT

1. **DEFINITIONS.** "Product(s)" as used herein means material, systems, supplies, software, equipment, goods and other articles. "Damages" as used herein means claims, liabilities, damages, losses and expenses. "Seller" as used herein means Enterprise Systems Group (ESG), a division of Wisconsin Wireless Communications, Corp. (WWCC). "Purchaser" means the buyer of the Product. "Agreement" as used herein means the entire contents of this Quotation and Sales Agreement together with any Exhibits or Schedules attached hereto and agreed to in writing by both Purchaser and Seller.
2. **AGREEMENTS OF SALE**. Any of the terms and provisions of Purchaser's order which are different from, in addition to, or inconsistent with conditions hereof shall not be binding on the Seller and shall not be considered applicable to the sale or shipment of Product referred to herein. Seller makes sales of its Products only under these terms and conditions unless otherwise agreed to in writing by a duly authorized representative of the Seller.
3. **PRICES**. All prices are in United States dollars and are subject to change without notice prior to Seller's acceptance of Agreement.
4. **PAYMENT AND CREDIT**. Payment terms are net thirty days from date of invoice. Purchaser agrees to pay interest charges of 1 and ½% per month (18% annual rate) on past due invoices. Seller may elect to make partial shipments and bill Purchaser upon delivery of each shipment. Shipments and deliveries by Seller shall at all times be subject to approval by Seller's credit department.
5. **DELIVERY AND TITLE**. Shipments are made F.O.B. Shipping Point. Title passes to Purchaser and Purchaser assumes risk of loss upon delivery to the carrier at the F.O.B. Shipping Point with the carrier acting as Purchaser's agent. Absent specific instructions from Purchaser in selecting a carrier, Seller will exercise its own discretion.
6. **SUSPENSION OF OBLIGATIONS OF SELLER**: The obligations of Seller hereunder shall be suspended to the extent and for the period of time that Seller is hindered or prevented from complying therewith because of labor disturbances, including strikes, lockouts, acts of God, fires, storms, water, unreasonable delays in transportation, governmental action, and/or other similar cause beyond Seller's control.
7. **EQUIPMENT TO BE INSTALLED**: All work completed by Seller will be done in a professional manner according to standard industry practices.
8. **LICENSES AND PERMITS**. The timely securing of any local licenses or building permits required in connection with any purchase or Product installation hereunder shall be the sole responsibility of Purchaser and Purchaser shall bear the cost thereof.
9. **ACCEPTANCE**. All purchase orders from Purchaser Agreement must be approved by an officer of Seller in Little Chute, Wisconsin before acceptance.
10. **PURCHASER RESPONSIBILITIES**. If required, Purchaser is responsible for providing: accurate drawings showing size and construction materials of all areas to be covered, all connections to and programming of other telephony equipment that interfaces with the Products and provide a remote connection to enable warranty and remote diagnostics by Seller. Purchaser is also responsible for compliance with Seller's environmental requirements. If Seller is to perform installation, Purchaser shall provide appropriate environmental conditions, all cabling except as noted in the Agreement, necessary commercial power facilities for the Product, access to the premises, a secure equipment storage area, suitable conditions for the Seller's workers, and, if required, conduit and/or special fire retardant cabling. Failure of Purchaser to timely meet Purchaser's obligations under this Section shall be cause for adjustment to the schedule, contract prices, and other applicable terms of this Agreement.
11. **TAXES**. All prices set forth in this Agreement are exclusive of any sales, use, excise, property or any other taxes imposed by any governmental entity and applicable to sale, use, or delivery of the Products, including import duties and withholding taxes, now or hereafter enacted, all of which will be paid by Purchaser separately or added by Seller to the invoice where Seller is required by law to collect the same, unless Purchaser provides Seller with a proper tax exemption certificate.
12. **EXCUSABLE DELAYS**. Neither party shall be liable for any delay or failure of performance hereunder due solely to conditions beyond its reasonable control including, but not limited to: acts of God; fires; floods; wars; riots or sabotage; accidents; strikes; freight embargoes or transportation delays; shortage of labor; inability to secure transportation, material, equipment, or containers on account of shortages; and any existing or future laws or acts of the Federal or of any State Government (including specifically but not exclusively any orders, rules, or regulations relating to priorities, requisitions, allocations and price adjustment restrictions) affecting the conduct of Purchaser's or Seller's business.
13. **CONTROLLING LAW**. This Agreement shall be governed by the laws of the State of Wisconsin. Any disagreement under this Agreement shall be resolved in a court of competent jurisdiction in Wisconsin.
14. **ASSIGNMENT**. Except as part of a merger or sale of substantially all of its assets, Purchaser may not assign this Agreement or any interest or right herein, other than to a parent or subsidiary, without the prior written consent of Seller.
15. **SUBSEQUENT PURCHASES**. All subsequent purchases of Product by Purchaser shall be subject to the same terms and conditions contained in this Agreement unless specifically agreed to in writing by both Purchaser and Seller.
16. **LIABILITY INSURANCE**: Seller agrees to maintain General Liability Insurance, Worker's Compensation and Employer's Liability Insurance to cover all its personnel engaged in the performance of the Products herein described. Seller further agrees to require its subcontractor(s), if any, to maintain General Liability Insurance, Worker's Compensation and Employer's Liability Insurance.
17. **RISK OF LOSS**: Seller, and Seller's insurer(s), if any, relieve Purchaser of responsibility of all risks of direct physical loss or damage to each item of Product from the time the Product comes into the possession of Seller, including while it is in transit, until the Product is delivered to Purchaser. Nothing in this paragraph shall relieve Purchaser of responsibility for loss or damage by Purchaser's negligence in whole or in part.
18. **LIMITATION OF LIABILITY**: In no event shall either party be liable to the other party, or any third party for any incidental, indirect, special or consequential damages, including but not limited to, loss of profits, loss of use, interference with other systems, business interruption, lost or damaged files or data, loss of goodwill, or loss due to personal injury or health related issues, whether based in contract, tort, strict liability, or otherwise, even if the party has been advised of the possibility thereof. Both parties acknowledge that this limitation of liability provision is material to this Agreement, and that each party would not have entered into this agreement without the inclusion and enforceability of this section. Except as may otherwise be provided in this Agreement, the liability of Seller, if any, for direct damages relating to any allegedly defective Product or breach of this Agreement by Seller shall be limited to the actual price paid by Purchaser for Products.

    HACKING AND TOLL FRAUD DISCLAIMER/WARNING: Seller disclaims any express or implied warranty that the equipment provided is technically immune from or prevents fraudulent intrusions into and/or unauthorized use of the Product (including the interconnection to long distance network). Purchaser is hereby warned that fraudulent use of the Product is possible and Purchaser assumes the risk of such.

    INVASION OF PRIVACY DISCLAIMER/WARNING: Seller hereby disclaims any express or implied warranty that the Product is technically immune from or prevents unlawful and/or unauthorized utilization that may result in invasion of one's right to privacy. Seller hereby warns Purchaser that such risk is possible and Purchaser assumes the risk of such.
19. **GENERAL**: In no event shall Seller be liable for common carrier charges resulting from installation of equipment, and further, shall not be liable for charges incurred from unlawful, unauthorized or unintentional access to and from the public network. Seller further consents that Seller has the capability for satisfactory maintenance services, but it makes no claim that it can maintain this or any other Product in such manner so as to prevent fraudulent intrusions. Seller therefore MAKES NO EXPRESS OR IMPLIED WARRANTY AGAINST FRAUDULENT USES OF THE PRODUCT with same being hereby expressly disclaimed.
20. **REPRESENTATION OF PURCHASER**: Purchaser represents, covenants and warrants to Seller that Purchaser has the corporate authority or other power to make and perform this Agreement and that the making and performance of this Agreement by Purchaser has been duly authorized by all necessary corporate or other action of Purchaser and will not violate any provision of law or Purchaser's Articles of Incorporation or Bylaws, or result in the breach of any agreement to which Purchaser is a party.
21. **TRAINING**: Seller shall perform necessary training services for Purchaser's personnel to effect the operation of the Product as identified in this Agreement.
22. **ENTIRE AGREEMENT**: This Agreement including the attached Schedules: (i) supersedes all proposals and negotiations and constitutes the entire Agreement between Seller and Purchaser; no representation or statement not expressed herein shall be binding upon Seller; (ii) may be changed only by an instrument in writing signed by both parties; (iii) shall be governed by the laws of the State of Wisconsin; (iv) is binding upon the successors and assigns of both parties. This instrument contains the entire Agreement between Seller and Purchaser.
23. **ANTICIPATED CUTOVER DATE/SUBCONTRACTING RIGHTS**. Seller will use Seller's best efforts to complete the installation and cutover of the Product in accordance with a timetable established and agreed upon by both Seller and Purchaser. The term "cutover" shall be defined as the point of first beneficial use of the Product as evidenced by substantial utilization of the Product.
24. **GRANT OF SECURITY INTEREST/LANDLORD SUBORDINATION**. Purchaser grants Seller a security interest in the Product purchased hereunder and authorizes Seller, as Purchaser's attorney-in-fact, to file a U.C.C. financing statement without Purchaser's signature in order to perfect Seller's security interest in the Product until paid in full. In addition to Seller's rights as a secured party, Seller is also entitled to disconnect the Product or render it unusable in the event of payment default.
25. **DEFAULT**. In the event Purchaser shall fail to pay any sum hereunder when due, Seller may, at its option cease installing the Product until paid in full and/or enter Purchaser's premises without liability for trespass or damage, with or without notice and take possession of and remove the Product and the Seller, at its option, may either (i) terminate this Agreement, retaining all sums theretofore paid hereunder as liquidated damages, or (ii) dispose of the Product for Purchaser's account for the best price obtainable at public or private sale, and apply the proceeds first to Seller's expenses for repossession, including any cancellation charges Seller may incur, with the balance applied to the purchase price set forth in this Agreement. Purchaser shall remain liable for any deficiency.
26. **TITLE**. Title to the Product shall pass to Purchaser upon full payment of all installments plus any additions and minus any deletions made to this Agreement during the installation process.
27. **FREIGHT/RISK OF LOSS**. The foregoing purchase price includes freight to Purchaser's facility where the Product is to be installed; risk of loss shall remain with Seller until safely loaded at F.O.B. Shipping Point for delivery to Purchaser at the installation site (or Purchaser's otherwise designated location) at which point risk of loss shall shift to Purchaser.
28. **SUBSEQUENT WORK**. All subsequent work performed by Seller, including but not limited to Product programming and changes; work done under a service request; and warranty service or maintenance shall be accomplished subject to the terms and conditions of this Agreement.

(Effective 12/31/2014)

Project Deliverables

Implementation Plan –

CEC has provided an implementation plan with this RFP. The systems detailed meet and/or exceed all requirements requested.

End-User Training –

CEC has provided an allowance for staff training and orientation included within the investment detailed.

Service Agreement –

A complete one year parts and labor comprehensive warranty is included with this proposal. Additionally, the second and third years are included as follows:

Investment Summary –

Genetec for AD Integration

CCTV Base Project Price:	$ 35,850.00	+ 9,500.00 = 45,350
Options:		
Five Year Warranty:	$ 11,916.80	Parts, labor, System Check and Technical support

Subject: Re: Today's Meeting
Date: Tuesday, December 1, 2015 at 11:33:30 AM Central Standard Time
From: Matthew Prough
To: Corcoran, Jeff

From: "Corcoran, Jeff"
Date: Tuesday, November 17, 2015 at 11:27 AM
To: Matt Prough
Subject: RE: Today's Meeting

Good morning Matt,
Here is a link to the Genetec product and a few items for you to review.
Thanks,
Jeff Corcoran
The cost to move up to Genetec with active directory would be $9500.00

BOLDTRONICS, INC.
655 Post Road
Madison, Wisconsin 53713 Phone (608) 271-8979 Fax (608) 274-5111

November 9, 2015

Matthew Prough
Information Technology Manager
City of Fitchburg
5520 Lacy Road.
Fitchburg, Wisconsin 53711–5318

Dear Mr. Prough:

Attached is our revised proposal list for your video project. Based on the information provided by you and our site tour, ***BOLDTRONICS, INC.*** is pleased to submit the following video proposal to you. I have also included your bid specification questionnaire for the project. I look forward t providing our video demonstration in the future.

Proposed equipment list for your citywide video surveillance system

1, ExacqVision, 2U server with, dual Gb NIC, DVI-I, DVI-D, Display Port (2 max. simultaneous), RS-232/485 serial port, DVD, Win 7, 64 bit on 60GB SSD, **with built in redundant power supplies**, keyboard and mouse, ExacqVision Professional client and server software pre-installed, 3 year warranty and software updates. Includes **20 TB of storage** with, Expandable to 128 total cameras and additional storage
33, ExacqVision camera Licenses with 3 years of software updates
1, ExacqVision Rack mount kit for server
5, Arecont, AV12186DN, 12MP, 180˚ WDR Panoramic IP, Day/Night Camera
5, Arecont, required, wall, arm and pendant mounts
17, AXIS, P3214, 1.3 MP, Indoor camera with 3.3-12mm Lens
3, Axis P-3367VE 5MP Outdoor Camera with 3-9mm Lens
1, Axis Q-1755E Outdoor Camera with Gate Keeper and 5-51mm Lens
1, Axis T90B20 IR Illuminator
7, Axis P-3364VE Outdoor 1.3 MP camera with 3-12mm Lens
10, AXIS required, wall, arm and pendant mount and adapters
33, Cat 6 camera cable wiring drops (green in color)
66, Cat 6 Patch cables (two for each of the cable drop)
1, Fiber optic upgrade for the maintenance shop
2, Signic 10/100 media converters for maintenance shop
1, 4 port Netgear switch
3 ExacqVision 1, channel coax encoders
1, VA2451M-LED, 20" video monitor
1, Portable High Lift for equipment and cable installation
1, Labor to Install Set up and program System

Your total investment for the system including complete system installation set up programming and full one year parts labor warranty would be: $49,681.00

Additionally, since you are a valued long term customer, BOLDTRONICS, INC. is pleased to include with this project at no additional cost to you, a two year extension on all of your 33 software camera licenses. This will provide you five (5) years of free software updates on all of your cameras. This is a $1,650.00 value, we have included at no additional charge for you!

I appreciate the opportunity to provide you this price quote. Please feel free to contact me at (608) 271-8979 with any questions you may have. As one of the largest video surveillance suppliers in the area, ***BOLDTRONICS, INC.*** looks forward to working with and serving you.

Sincerely,

Burt Boldebuck
President – ***BOLDTRONICS, INC.***

Accepted By: _____ Title: _____ Date: _____

Fitchburg

Pre-Approval Request # 1065

Item Description: Switches For Video Surveillance System **Date:** 12/1/2015

Rationale for Purchase: CIP Project #1035, approved in 2015. The new video surveillance system will use IP cameras which require network switches that support power over ethernet. This request funds new PoE switches for the four locations where new IP cameras will be connected to the network. Switches were bid separate of the RFP due to the available federal contract pricing.

Department: Information Technology
Contact Person: Matt Prough

Budget Amount: $ 95,000
Budget Page Ref: 51
Funds Available: $ 95,000

Estimate/Quote/Bids Solicitations:
Sole Source – federal contract pricing

Estimates/Quotes/Bids Received:

Vendor	Description	Amount	Notes
CDWG	HP 2920-48G-PoE+ Switch	$ 10,412.88	Federal HP Purchasing Contract
CDWG	HP X132 10G Transciever	$ 5,408.12	Federal HP Purchasing Contract
CDWG	HP 2920 2 Port SFP Module	$ 2,040.57	Federal HP Purchasing Contract
CDWG	Startech 10m Fiber Patch Cable	$ 24.38	Federal HP Purchasing Contract
CDWG	Belkin 1m Fiber Patch Cable	$ 13.81	Federal HP Purchasing Contract

Recommended Vendor: CDWG **Vendor #:** 5125
Attach W-9 if a new vendor

Rationale for Recommendation or Sole Source:
CDWG holds the federal contract for HP network equipment. Pricing under this contract is much lower than other sources.

PURCHASE ORDER INFORMATION

Vendor Address :
CDWG
230 North Milwaukee Ave.
Vernon Hills IL 60061

City Ship To Information:
City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711

QTY	UNIT PRICE	DESCRIPTION	BID LINES	AMOUNT	GL ACCOUNT	GL Actv #
4	2603.22	HP 2920-48G-PoE+ Switch		10,412.88	400-5711-035	
4	1352.03	HP X132 10G Transciever		5,408.12	400-5711-035	
3	680.19	HP 2920 2 Port SFP Module		2,040.57	400-5711-035	
1	24.38	Startech 10m Fiber Patch Cable		24.38	400-5711-035	
1	13.81	Belkin 1m Fiber Patch Cable		13.81	400-5711-035	
				-		
				-		

TOTAL: 17,899.76

Budget Amendment Needed? no *if budget amendment needed include memo to explain and request authority
Disposition of previous item? n/a *if sold other than through auction, Finance Committee approval needed

Approvals - Initial and Date

Dept Head: MTP
Finance Dir: MFD 12-1-15
Committee: n/a (Fin Comm $25K+; Council $50K+)
QA (Finance): KM 12/1/15
Administrator: PJM 12-1-15.
Mayor: AC 12-2-2015
Council: n/a

Rev. 8/15

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
YQMZ287	5458283	11/25/2015

BILL TO:
CITY OF FITCHBURG
5520 LACY RD

Accounts Payable
FITCHBURG , WI 53711-5318

Customer Phone #608.270.4200

SHIP TO:
CITY OF FITCHBURG
Attention To: NICOLAS JOSEPH
5520 LACY RD

FITCHBURG , WI 53711-5318
Contact: NICOLAS
JOSEPH 608.270.4229

Customer P.O. # YQKR599 QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
ERIC MCHUGH 877.680.6948	UPS Ground (1- 2 day)	NET 30-VERBAL	ES 43964

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
4	3522569	HP 2920-48G-POE+ SWITCH Mfg#: J9729A Contract: National IPA Technology Solutions 130733	2,603.22	10,412.88
4	1677940	HP X132 10G SFP+ LC LR TRANSCVR Mfg#: J9151A Contract: National IPA Technology Solutions 130733	1,352.03	5,408.12
3	2958574	HP 2920 2PT 10GBE SFP MOD Mfg#: J9731A Contract: National IPA Technology Solutions 130733	680.19	2,040.57
1	3190468	STARTECH 10M LC FIBER PATCH CABLE Mfg#: SMFIBLCLC10 Contract: National IPA Technology Solutions 130733	24.38	24.38
1	633589	BELKIN 1M LC/SC OS1 8.3/125 FIBER Mfg#: F2F802L7-01M Contract: National IPA Technology Solutions 130733	13.81	13.81
		SUBTOTAL		17,899.76
		FREIGHT		0.00
		TAX		0.00

US Currency

TOTAL 17,899.76

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.881.1862

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

THE CITY OF
Fitchburg
INFORMATION TECHNOLOGY

December 1, 2015

Video Project Switch Purchase Approval

From: Matt Prough, IT Manager

Project Name: CIP# 1035 – Video Surveillance System Replacement

Overview: CIP project #1035 was approved in 2015 to replace the video surveillance systems in use in the City Hall, Community Center, and Public Works buildings. The city is replacing two analog recorders and 20 analog cameras at the City Hall and Community Center buildings, and one IP recorder and nine IP cameras at the Public Works building. The new IP cameras require network switches that can supply power to the cameras. This functionality does not exist in our current network switches.

Separation from RFP: The switches were not included in the RFP document for two reasons. First, the City can purchase HP networking switches through a federal contract, which results in much lower pricing than what vendors can provide at market rate. Second, by purchasing the switches separately of the Video System project we can ensure that the switches implemented for this project can integrate completely with existing city network infrastructure and that they contain the appropriate and required capabilities.

Requested Approval: This separate request includes a new HP PoE network switch for each location where cameras will connect to the network. These locations are switch rooms on the City Hall first and second floors, the Senior Center switch room, and the Public Works switch room. Additionally, the necessary components to connect these switches together via high-speed fiber connections are included, for a total cost of $17,899.76.

Final Cost: The final project cost includes the video system proposal from ESG for $46,848.20, and the switch proposal from CDWG for $17,899.76, for a total project cost of $64,747.96.

Steve Arnold, Mayor
Introduced by

I.T.
Prepared by

Finance Committee
Committee

December 8, 2015
Date

RESOLUTION R-137-15

AUTHORIZING ACCEPTANCE OF THE VIDEO SURVEILLANCE SYSTEM PROJECT TO INCLUDE THE VIDEO SURVEILLANCE SYSTEM BID FROM ENTERPRISE SYSTEMS GROUP AND THE NETWORK EQUIPMENT BID FROM CDWG

WHEREAS, the Information Technology Department was given authorization in the Capital Improvement Plan to purchase and implement a replacement for the existing video surveillance system; and

WHEREAS, the Information Technology Manager has prepared system plans/specifications and obtained competitive bids for this work; and

WHEREAS, the project was advertised by legal notice in the Wisconsin State Journal on September 7, 2015 and September 14, 2015; and

WHEREAS, Enterprise Systems Group provided the lowest cost proposal that meets the needs of the city and requirements of the project at $46,848.20; and

WHEREAS, CDWG has provided the lowest cost proposal for the required network equipment at $17,899.76.

NOW BE IT HEREBY RESOLVED, by the Fitchburg Common Council that it accepts the Video Surveillance System bid from Enterprise Systems Group for $46,848.20 and the network equipment bid from CDWG for $17,899.76 for a total project cost of $64,747.96; and

BE IT FURTHER RESOLVED, by the Fitchburg Common Council that the Mayor and City Clerk are authorized to sign the contracts with Enterprise Systems Group for the Video Surveillance System project.

Adopted this 12th day of January, 2016.

_____
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**: December 8, 2015** Ordinance Number:
Date to Report Back**: January 12, 2016** Resolution Number: **R-138-15**

Sponsored by: Mayor Drafted by: Attorney Mark Sewell

TITLE: **Approval of Walgreens Settlement Agreement**

Background: Walgreens contested its property tax assessment for the years 2013 and 2014. The City and Walgreens have reached a settlement agreement to resolve the litigation related to this contest of property tax assessment. 2013 and 2014 assessments are now consistent with the 2015 assessment.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Finance Committee	Misty Dodge	January 12, 2016	
2				
3				
4				

Amendments:

Fitchburg

Pre-Approval Request #_____

Item Description: Assessment Claim Settlement with Walgreens **Date:** _____

Rationale for Purchase: Settlement agreement reached with Walgreens re: parcel 0609-091-8002-3 (see resolution and agreement)

Department: Assessing/Finance/Legal **Budget Amount:** n/a

Contact Person: Mark Sewell **Budget Page Ref:** _____

Funds Available: $ -

Estimate/Quote/Bids Solicitations:

n/a - settlement agreement

Estimates/Quotes/Bids Received:

Vendor	Description	Amount	Notes
n/a			

Recommended Vendor: Reinhart Boerner Van Deuren S.C. Trust Account **Vendor #:** 3528

Attach W-9 if a new vendor

Rationale for Recommendation or Sole Source:

n/a - settlement agreement

PURCHASE ORDER INFORMATION

Vendor Address :

Reinhart Boerner Van Deuren S.C. Trust Account
22 East Mifflin Street, Suite 600
Madison, WI 53703

City Ship To Information:

City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711

QTY	UNIT PRICE	DESCRIPTION	VIN/BID LINES	AMOUNT	GL ACCOUNT	GL Actv #
		Walgreens 2013 tax claim settle-Stat		128.44	100-14200	
		Walgreens 2013 tax claim settle-Cty		2,358.60	100-14300	
		Walgreens 2013 tax claim settle-City		5,958.54	100-5190-730	14
		Walgreens 2013 tax claim settle-MMS		7,559.30	100-14603	
		Walgreens 2013 tax claim settle-MAT		1,393.12	100-14650	
		Walgreens 2014 tax claim settle-Stat		130.49	100-14200	
		Walgreens 2014 tax claim settle-Cty		2,397.47	100-14300	
		Walgreens 2014 tax claim settle-City		6,040.61	100-5190-730	14
		Walgreens 2014 tax claim settle-MMS		7,881.21	100-14603	
		Walgreens 2014 tax claim settle-MAT		718.22	100-14650	
			TOTAL:	34,566.00		

Budget Amendment Needed? Yes - resolution to Council ($5K+) *if budget amendment needed include memo to explain and request authority

Disposition of previous item? n/a *if sold other than through auction, Finance Committee approval needed

Approvals - Initial and Date

Dept Head: MKS Finance Dir: MFD 12-2-15 Committee: yes

Administrator: PSM 12-2-15 (Fin Comm >$25K; Council $50K+)

QA (Finance): KM 12/2/15 Mayor: 12-3-2015 Council: yes

SETTLEMENT AGREEMENT

This Agreement is between Walgreen Co. ("Walgreens"), a corporation organized and existing under the laws of the State of Illinois and registered and authorized to conduct business in the State of Wisconsin, and the City of Fitchburg, Wisconsin (the "City"), a municipal corporation organized and existing under the laws of the State of Wisconsin.

1. Definitions. In this Agreement:

(a) The "Property" means the land and improvements located at 2931 South Fish Hatchery Road, within the City of Fitchburg, Wisconsin.

(b) "Case" means the action pending in the circuit court for Dane County, Wisconsin titled *Walgreen Co. v. City of Fitchburg,* Case No. 14-CV-1511

(c) "Court" means the Circuit Court for Dane County.

(d) A "tax year" means a year in which an assessment is made as of January 1, with taxes based on the assessment payable in the year following the tax year.

2. Refund of Taxes. The City shall issue a refund payable to Reinhart Boerner Van Deuren S.C. Trust Account, or to another account designated by Walgreens in writing, pursuant to Wis. Stat. § 74.37, in the amount of $17,398.50 for 2013 and $17,167.71 for 2014 for a total refund of $34,566.21 as a refund of property taxes previously paid by Walgreens based on the property tax assessment of the Property for the tax years 2013 and 2014. The parties agree that no portion of this amount constitutes interest.

3. Waiver of Costs. Each party waives all claims for costs.

4. Time of Payments. The City shall pay the refund of taxes provided in section 2 of this Agreement in full within 30 days of the date this Agreement is signed by both parties.

5. Stipulation for Dismissal. No later than ten days after Walgreens receives payment in full of the refund of taxes provided in section 2 of this Agreement, the parties shall (a) enter into a stipulation, signed by their respective attorneys, for the dismissal of the Case (including, but not limited to, all claims asserted in the operative Complaint in the Case for all tax years at issue) on the merits, with prejudice, and without costs to either party; and (b) file the stipulation with the Court.

6. Responsibility for Fees and Expenses of Attorneys and Experts. Each party shall be solely responsible for the fees of its attorneys and experts.

7. No Representations. Each party acknowledges and agrees that no representation or promise not expressly contained in this Agreement has been made by the opposing party or any of its employees, attorneys, agents, or representatives. Each party acknowledges that it is not entering into this Agreement on the basis of any such representation or promise, express or implied.

8. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors, and assigns.

9. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Wisconsin.

10. Interpretation of Agreement. The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement: (a) neither party shall be deemed the drafter of this Agreement for purposes of its interpretation; and (b) the parties shall attempt in good faith to resolve the dispute.

11. Representation By Counsel; Reliance. Each party acknowledges that it has been represented throughout all negotiations leading up to this Agreement by attorneys of its choice and that its attorneys have approved this Agreement. Each party represents that in entering into this Agreement, the party has relied on its own judgment and on the advice of its attorneys, and that no statements or representations made by the other party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the party to sign this Agreement.

12. No Assignment or Transfer. Walgreens represents and warrants that it has not assigned or transferred to anyone and will not assign or transfer to anyone any of the claims in the Case.

13. Entire Agreement. This Agreement states and constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior or contemporaneous agreements (written or oral), representations, negotiations, and discussions concerning its subject matter, including but not limited to, all agreements (written or oral), representations, negotiations, and discussions made in the course of mediation of the Case.

14. Use of this Agreement. This Agreement shall not be filed with the Court in this Case or in any other case or proceeding, except for the purpose of enforcing this Agreement. This Agreement and any part of this Agreement shall not be admissible in the lawsuit or in any future judicial or administrative proceeding and shall not be offered as evidence or presented by any Party in the Lawsuit or any future judicial or administrative proceeding, except for the purpose of enforcing this Agreement.

15. No Admissions of Liability or Concerning Assessments or Fair Market Value. This Agreement is the settlement of disputed claims. By entering into this Agreement, the City does not admit any liability to Walgreens for any of the claims asserted in the Case or Walgreens' objections to the assessments, and the payments made under this Agreement shall not be construed as an admission of any such liability. Neither Party makes an admission about the assessments or the fair market value of the Property as of January 1, 2013, January 1, 2014 or any other date nor any other admission concerning the assessment of Walgreens' property. In addition, none of the agreed upon values or assessments as of January 1, 2013, and January 1, 2014 shall be admissible in any proceeding or assessment challenge in any subsequent year.

16. Waiver. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

17. Amendments or Modifications. This Agreement may not be amended, modified or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the parties.

18. Authorization to Sign Agreement. Each person signing this Agreement on behalf of either party represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the party. Each party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the party is bound.

19. Reading of Agreement. Each person signing this Agreement on behalf of either party acknowledges that the person has read this Agreement, that the person understands the terms and conditions of this Agreement, that the person (if other than an attorney for the party) has been advised by legal counsel concerning this Agreement, and that the person freely and voluntarily signs this Agreement.

Dated: Dec 1, 2015.

WALGREEN CO.

BY: Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 600
Madison, WI 53703

Don M. Millis
State Bar No. 1015755
Jessica Hutson Polakowski
State Bar ID 1061368
Joshua D. Taggatz
State Bar ID 10814778

Dated: _____, 2015.

CITY OF FITCHBURG

By: _____
Its: _____

Dated: Dec. 2nd, 2015.

APPROVED AS TO FORM:

BY: Axley Brynelson, LLP
2 E Mifflin Street, Suite 200
Madison WI 53703

Lori M. Lubinsky
State Bar ID No. 1027575
Timothy M. Barber
State Bar ID No. 1036507

DMILLIS/33113521

(Mayor Steve Arnold)
Introduced by

(Attorney Mark Sewell)
Prepared by

(Common Council)
Referred to

(December 8, 2015)
Date

RESOLUTION R-138-15

APPROVAL OF WALGREEN SETTLEMENT AGREEMENT

WHEREAS, Walgreens has contested its property tax assessment for the years 2013 and 2014; and

WHEREAS, the City and Walgreens desire to resolve litigation related to Walgreen's contest of its property tax assessment; and

NOW BE IT HEREBY RESOLVED, by the Fitchburg Common Council that it resolves to approve the attached settlement agreement and allows the use of contingency funding for the City's portion; and

BE IT FURTHER RESOLVED, by the Fitchburg Common Council that it authorizes the Mayor and City Clerk to execute the agreement.

Adopted this _____ day of _____, 20___.

_____
Patti Anderson, Clerk

_____
Stephen L. Arnold, Mayor

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred**: December 8, 2015** Ordinance Number:
Date to Report Back**: January 12, 2016** Resolution Number: **R-140-15**

Sponsored by: Mayor Drafted by: Public Works

TITLE: **Approving Letter of Intent to Convey Excess Land to Certco, Inc**.

Background: The reconstruction of the intersection of Spoke & Sprocket and the Verona Road frontage road creates a triangle of excess right-of-way. Certco, Inc. would like to acquire that right-of-way and has indicated that as part of its negotiations with DOT, it would like some indication that the City is willing to transfer the excess right of way triangle to Certco. Certco would like the City to sign this non-binding letter of intent. As part of the proposed agreement, Certco would grant to the City an easement for a water main. City staff recommends approval.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Plan Commission	Badtke	12/15/15	
2	Board of Public Works	Horton	12/21/15	
3				
4				

Amendments:

boardman & clark llp
LAW FIRM

John P. Starkweather, Attorney

1 SOUTH PINCKNEY STREET, STE. 410, P.O. BOX 927, MADISON, WI 53701-0927
Telephone 608-283-1708
Facsimile 608-283-1709
jstarkweather@boardmanclark.com

November 19, 2015

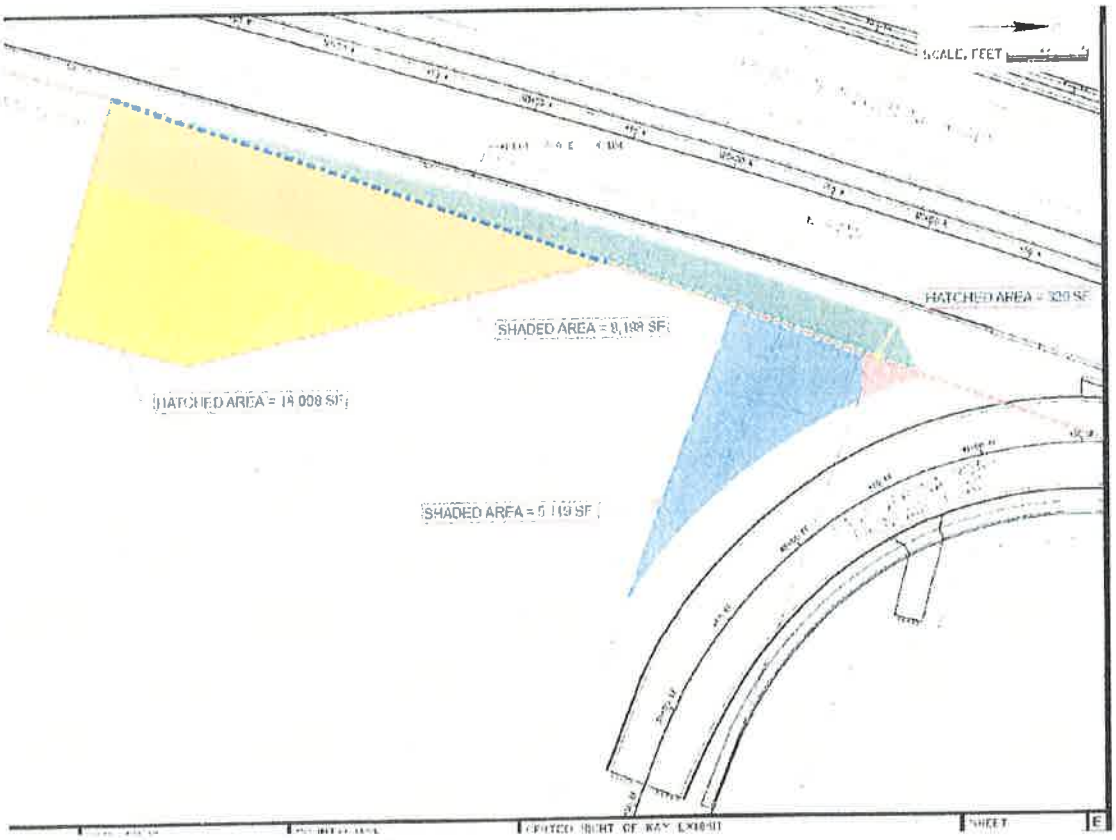
VIA U.S. MAIL

Attorney Mark Sewell
Fitchburg City Attorney
5520 Lacy Rd
Fitchburg WI 53711-5318
Mark.Sewell@fitchburgwi.gov

Re: Conveyance of Excess Land by City of Fitchburg to Certco

Dear Mark:

This firm represents Certco Incorporated, on whose behalf I write. Please accept this as a letter of intent between Certco and the City of Fitchburg. The DOT plans to alter the intersection of Spoke & Sprocket, to create what we have called the "Blue Triangle," pictured below.



We send this letter to evidence the intent of parties that the City quit-claim its interest in the Blue Triangle to Certco, at no cost, in exchange for the conveyance by Certco to the City of an easement for a water main. The location of the water main is described in a set of drawings sent by Tracy Foss to Hans Justeson on October 13, 2015 (Project No. 1206-07-75, Utility Plan, Plot Date 10/7/2015). The transfer will take place after the intersection alteration has been accomplished. It's our understanding that the Mayor, the City Administrator, the City Engineer, and you are all amenable to this exchange. We ask that the City Council sign this letter to evidence its approval of these terms.

Very truly yours,

BOARDMAN & CLARK LLP

John P. Starkweather

JPS/rs
cc: Randall Simon
Hans Justeson

Steve Arnold, Mayor
Introduced by

Attorney
Prepared by

Board of Public Works, Plan Commission
Referred to

December 8, 2015
Date

RESOLUTION R-140-15

Approving Letter of Intent to Convey Excess Land to Certco, Inc.

WHEREAS, the Verona Road – Stage 2 Reconstruction project includes the alteration of Spoke and Sprocket Drive adjacent to property owned by Certco, Inc.; and

WHEREAS, the new alignment generates excess road right-of-way to the south of Spoke and Sprocket adjacent to Certco, Inc.; and

WHEREAS, Certco, Inc. has agreed to grant, at no charge to the City, a water main easement on its property; and

NOW BE IT HEREBY RESOLVED, BY THE Fitchburg Common Council that the Fitchburg Common Council authorizes that the Mayor sign the attached letter of intent to transfer excess lands to Certco, Inc.

Adopted this _____ day of _____, 20___.

_____
Stephen L. Arnold, Mayor

_____
Patti Anderson, City Clerk

City of Fitchburg
Committee of Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred**: November 24, 2015** Ordinance Number:
Date to Report Back**: December 8, 2015** Resolution Number:**R-132-15**

Sponsored by: Mayor Drafted by: Public Works

TITLE: Authorizing Rejection of the 2015 Combination Sewer Cleaner Bids

Background: The 2015 Public Works budget includes funding for the replacement of a diesel powered Combination Sewer Cleaner (~66,000 lbs) and trading in the existing 2000 Vactor Sewer Cleaner.

The Public Works Department followed a number of procedures to ensure that all area contractors completing this type of work were informed of the City's project. The project was advertised by legal notice in the Wisconsin State Journal and posted on www.demandstar.com. Demand Star notifies suppliers statewide who are registered on their system. The City adds local suppliers who perform this type of work in the area.

On September 4, 2015, at 11:00 a.m., the bid opening was held and 6 bids were received for the 2015 Combination Sewer Cleaner bid. The lowest bidder was R.N.O.W., Inc. with a bid of $263,763.00. This bid is 7% lower than the Engineer's estimate. Attached is the bid tabulation.

The options and equipment included with each of the bids varies dramatically. Some of the bids included equipment that is a required option for Public Works while other bids included options that were not requested or necessary.

Due to the variability in the bids received, Public Works is recommending to rebid the project to allow for a fair evaluation of all bids. The bid documents will be modified to more clearly obtain prices for all required and optional equipment.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	December 7, 2015	(recommend reject bids)
2	Finance	Dodge	December 8, 2015	(recommend reject bids)
3				

Amendments:

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

2015 Proposals for Combination Sewer Cleaner
CITY OF FITCHBURG, WISCONSIN

	Combination Sewer Cleaner			R.N.O.W., Inc. 8636R W. National Ave West Allis, WI 53227	R.N.O.W., Inc. 8636R W. National Ave West Allis, WI 53227	EnviroTech Equipment Co. 19750 W. Edgewood Dr Lannon, WI 53046	Bruce Municipal Equipment, Inc. N60 W15835 Kohler Lane Menomonee Falls, WI 53501	SERWE Implement, LLC N11889 Hwy 175 Brownsville, WI 53006	SERWE Implement, LLC N11889 Hwy 175 Brownsville, WI 53006
	Bid Item	Quantity							
	New-VAC-CON Jet/Vac Sewer Cleaner with Contrififugal Fan Compressor Blower Per Specs	1				$322,564.00			
	New-Aquatech Combination Sewer Cleaner w/Freightliner Chassis	1		$313,763.000					
	Demo-Aquatech Combination Sewer Cleaner w/Freightliner Chassis	1			$305,807.00				
	New - Vactor 2016 7500 SBA 6x4 (SF637)	1					$345,470.000		
	Demo - VACALL All Jet Vac	1						$314,471.00	
	New - VACALL All Jet Vac	1							$319,471.00
	Trade-In Reduction	1		($50,000.00)	($50,000.00)	($40,000.00)	($50,000.00)	($39,500.00)	($39,500.00)
	Base Bid minus Trade-In			**$263,763.00**	**$255,807.00**	**$280,982.00****	**$295,470.00**	**$274,971.00**	**$279,471.00****
	Options:								
1	Front Mounted Hose Reel			Included	NA	Included	Included	NA	NA
2	Fill Port on Debris Body			$1,000.00	$1,000.00	$1,024.00	$2,229.00	$650.00	$650.00
3	In Cab Footage Counter			$2,750.00	$2,750.00	$1,698.00	NA	$1,000.00	$1,000.00

****Total does not reflect the accurate purchase price minus trade in value.**

Stephen Arnold, Mayor — Public Works
Introduced By
Prepared by

Board of Public Works and Finance — November 24, 2015
Referred to — Date

RESOLUTION R-132-15
AUTHORIZING REJECTION OF
2015 COMBINATION SEWER CLEANER BID

WHEREAS, the 2015 budget includes funds for the replacement of a diesel powered Combination Sewer Cleaner (~66,000 lbs) and trading in the existing 2000 Vactor Sewer Cleaner; and

WHEREAS, the Director of Public Works has prepared construction plans/specifications and obtained competitive bids for this work; and

WHEREAS, the project was advertised by legal notice in the Wisconsin State Journal on August 29, 2015 and posted on www.demandstar.com; and

WHEREAS, on September 4, 2015 at 11:00 a.m. 6 sealed bids received were publicly opened with the results listed on the attached bid tab; and

WHEREAS, the bids received were not considered comparable due to the various options and equipment;

NOW THEREFORE BE IT HEREBY RESOLVED, by the Fitchburg Common Council that it approves the rejection of the 2015 Combination Sewer Cleaner bids; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to direct City Staff to modify bid documents to clearly obtain prices with all requirement equipment and rebid the project.

Adopted by the Common Council of the City of Fitchburg this 8th day of December, 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**: November 24, 2015** Ordinance Number:
Date to Report Back**: December 8, 2015** Resolution Number: **R-134-15**

Sponsored by: Mayor Drafted by: Michael Zimmerman

TITLE: **Resolution Authorizing Approval of Design/Engineering Services Contract for Public & Private Infrastructure Improvements for Sub-Zero/Wolf Campus Expansion**

Background:
The City of Fitchburg is collaborating with Sub-Zero/Wolf on a 400,000 square foot expansion in our community that will create 300+ new jobs. There are road and utility extensions needed to provide the necessary infrastructure to accommodate the expansion to the Sub-Zero/Wolf Fitchburg Campus. The City of Fitchburg has created tax increment district # 9 and is applying for a Transportation Enhancement Assistance grant to help cover the costs. Some of the infrastructure improvements will be public and some will be private but it will be more cost effective, efficient, and to assure appropriate design and engineering of all improvements to be under the oversight of one general contractor. Attached is a copy of the RFP for the Design Services and the Contract Template. The final contract and the name of the firm selected, including dollar amount, will be included in the Committee and Council packets for the December 8th meetings.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Cory Horton	December 7, 2015	
2	Finance Committee	Misty Dodge	December 8, 2015	
3				

Amendments:

Fitchburg

Pre-Approval Request #_____

Item Description: Design Services for SubZero Public Improvements **Date:** 11/19/2015

Rationale for Purchase: Public bid to obtain qualified design consultant for the SubZero public improvements. The constultant will be hired and managed by SubZero due to the TEA grant.

Department: Public Works
Contact Person: Cory Horton

Budget Amount: $ 120,000
Budget Page Ref: TEA grant
Funds Available: $ 1,000,000

Estimate/Quote/Bids Solicitations:
Publicly advertized in the Wisconsin State Journal.

Estimates/Quotes/Bids Received:

Vendor	Description	Amount	Notes
TBD			

Recommended Vendor: _____ **Vendor #:** _____
Attach W-9 if a new vendor

Rationale for Recommendation or Sole Source:
TBD

PURCHASE ORDER INFORMATION

Vendor Address :

City Ship To Information:
City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711

QTY	UNIT PRICE	DESCRIPTION	VIN/BID LINES	AMOUNT	GL ACCOUNT	GL Actv #
1	LS	~~contracted services~~ - DESIGN COST		$120,000	400-5300-3319	15
		SUBZERO TEA GRANT		-		
				-		
				-		
				-		
				-		
				-		
				-		
				-		
				-		

TOTAL: $120,000 -

Budget Amendment Needed? _____ *if budget amendment needed include memo to explain and request authority
Disposition of previous item? _____ *if sold other than through auction, Finance Committee approval needed

Approvals - Initial and Date

Dept Head: [signature]
QA (Finance): KM
Finance Dir: MED 11-19-15
Administrator: BM 11-19-15
Mayor: [signature] 11-19-2015
Committee: Pending R 134-15
(Fin Comm >$25K; Council $50K+)
Council: R 134-15

REQUEST FOR PROPOSAL (RFP)

FOR

ENGINEERING SERVICES

FOR

BUDS DRIVE and COMMERCE PARK DRIVE CONSTRUCTION

Issued By
Sub-Zero Group, Inc.

November 17, 2015

For further information regarding this RFP,
Contact: Michael Maloney, P.E.
Project Liaison
(608) 242-7779

Proposals must be submitted
by
1:00 p.m.
November 30, 2015

LATE PROPOSALS WILL BE REJECTED

TABLE OF CONTENTS

Page

1.0 GENERAL INFORMATION
- 1.1. Summary 2
- 1.2. Project Description 2
- 1.3. Project Director 3
- 1.4. Scope of Project 3
- 1.5. Information Provided by City 4
- 1.6. Proposal Schedule 4
- 1.7. Clarification & Revisions 5

2.0 PREPARING AND SUBMITTING A PROPOSAL
- 2.1. General Information 5
- 2.2. Costs to Prepare RFP 5
- 2.3. Submitting the Proposal 5
- 2.4. Required Elements in Response 5
- 2.5. Oral Presentations 6

3.0 PROPOSAL SELECTION AND AWARD PROCESS
- 3.1. Selection Criteria 6
- 3.2. Right to Reject Proposals and Negotiate Contract Terms 7

4.0 CONTRACT TERMS AND CONDITIONS
- 4.1. Insurance Requirements 7
- 4.2. Compensation for Services 7

APPENDICES

Appendix

Agreement for Engineering Services ..... A

REQUEST FOR PROPOSALS FOR ENGINEERING SERVICES FOR BUDS DRIVE and COMMERCE PARK DRIVE

FOR SUB-ZERO GROUP, INC., FITCHBURG, WISCONSIN

1.0 General Information

1.1. Summary

Sub-Zero will select an engineering consultant firm to provide survey, design, and related engineering services to prepare plans, specifications, estimate, grant support exhibits and construction observation for the work associated with the street and utility construction needed for 400,000 square feet of additional manufacturing facility. The Sub-Zero expansion will provide the necessary criteria for the City of Fitchburg to receive a transportation economic development grant to help fund the construction of Buds Drive and Commerce Park Drive. Exhibit A below shows the project location and approximate limits.

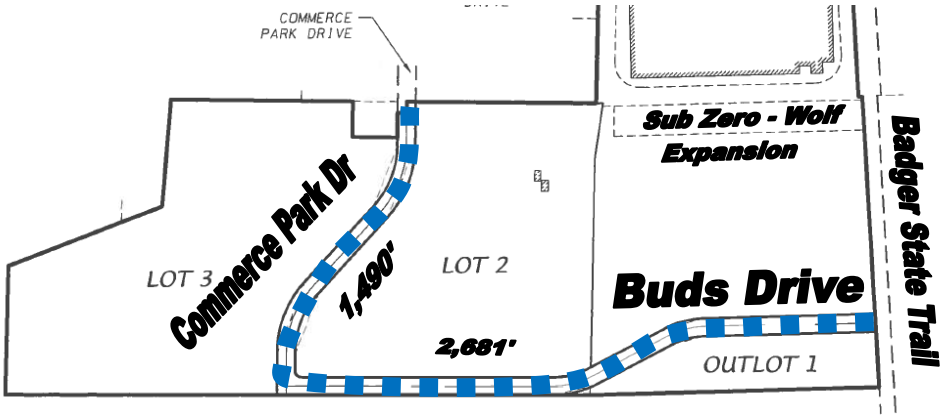


Exhibit A: Buds Drive and Commerce Park Drive construction limits shown in dashed.

1.2. Project Description

Buds Drive and Commerce Park Drive will be 2-lane collector roadways with an urban cross-section. The length of the project is 4,171'. This project will include extending Commerce Park Drive and constructing Buds Drive. Storm sewer, water main, sanitary sewer and lighting will also be included with the project.

Services being requested are for survey, road design and infrastructure design. An aggressive schedule will be needed to provide April 2016 construction. Design services will be provided from December 2015 through April 2016 and construction related services from April 2016 to August 2016 by an Agreement for Engineering Services. The scope of work will be selected by the Sub-Zero team. Sub-Zero reserves the right to enter into a contract with another firm if it is unable to successfully negotiate a contract.

1.3. Project Director

Sub-Zero Group, Inc.
Kevin Unbehaun
6061 Basswood Drive
Fitchburg, WI 53719

1.4. Scope of Project

The project shall generally include, but not be limited to, the following:

1. Field survey and supplemental topographic survey as necessary to further identify the road right-of-way, existing road alignment and profile, and prepare drawings. Deliver to the City electronic copies of field notes and coordinate data.

2. Design of street and walks or paths, sanitary sewer, water distribution, storm sewer, street lighting, traffic control, and restoration within the project corridor. Design of signage and pavement markings in accordance with the MUTCD.

3. Preparing exhibits of the plans, specifications and estimates needed by MSA Professional Services, Inc. for the completion of a WDOT Environmental Document. A wetland delineation has been performed on an identified wetland that is avoided by the planned roadway development along Buds Drive.

4. Obtain the necessary permits for the project from all governing entities and provide related design and documents.

5. Present at two public meetings. Attend project team staff meetings bi-weekly during design.

6. Prepare exhibits of the plans as requested by the City of Fitchburg grant consultant for the completion of the environmental document.

7. Prepare exhibits of the plans, specification and estimates needed by the MSA Professional Services, Inc. for the completion of a WDOT Design Study Report. The work includes an opinion of probable cost to construct the project in accordance with City of Fitchburg standards and identification of TEA Grant eligible items. MSA will assist the selected consultant with this process.

8. Provide storm water analysis and identifying drainage/treatment options for the corridor. Completion of the WDOT Stormwater Report as defined in the WDOT Facilities Development Manual.

9. Provide the pavement design analysis and report.

10. Preparation of plans, specifications, and estimate for construction following WisDOT standards and FDM. Deliver electronic copies of CAD drawings and contact documents.

11. The City of Fitchburg will be providing plan and specification review for the project. Attend three staff meetings for plan review.

12. Provide Construction Observation. Calculate your cost using 90 calendar days of full time construction observation.

1.5. Information Provided by Owner

The Owner in coordination with the City of Fitchburg will make available existing North Stoner Prairie Neighborhood Plan including the Traffic Impact Analysis (TIA), water and sanitary sewer as-built drawings, CSM & Plat information as available, section corner ties sheets), aerial photographs and topography maps (1 or 2 foot interval, location dependent). The City of Fitchburg participated in Fly Dane 2009/10 and Fly Dane 2014 which produced updated topography information in April 2009, and updated aerial orthography in April 2014.

1.6. Proposal Schedule

Tuesday, Nov. 17, 2015	RFP document made available.
Monday, Nov. 30, 2015	To be considered for this work, please submit a proposal to the address below by 1:00 pm on November 30, 2015. Proposals received before the submittal date will be securely kept, unopened.
Wed., Dec. 9, 2015	Proceed with negotiating scope of work with selected firm.

Monday, Dec. 14, 2015 Authorization to begin project

1.7. Clarification & Revisions

Any questions concerning the RFP should be directed to Michael Maloney, in written form via email. Reponses to all questions and any revisions/amendments and/or supplements to the RFP will be provided to all recipients of this RFP.

E-mail: mmaloney,@msa-ps.com
Phone: 608-242-7779

2.0 Preparing and Submitting a Proposal

2.1. General Information

The evaluation and selection of a consultant and the contract will be based on the information submitted in the proposal plus references. A response may be rejected if it fails to meet each of the requirements of the RFP.

Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal are not necessary or desired.

2.2. Costs to Prepare RFP

Sub-Zero is not liable for any cost incurred by proposers in replying to this RFP.

2.3. Submitting the Proposal

Proposers must submit an original and 1 copy of all materials required for acceptance of their proposal by November 30, 2015 to the Project Director.

2.4. Required Elements in Response

Consultants responding to this request shall provide the following information in their RFP response in the order listed herein. Proposals are not to exceed 20 pages.

2.4.1. Cover letter **-** The letter should be addressed to the Project Director at the address noted in Section 1.3 and must contain, at a minimum, the following information limited to one page:

- Statement of interest
- Certification that the information and data submitted is true and complete to the best knowledge of the individual signing the letter.
- The name, address, telephone number, and e-mail of the individual to contact regarding the submittal.
- The letter shall be signed by an authorized principal or partner of the firm.

2.4.2. A description of the qualifications, experience, organizations and resources of the firm limited to two pages.

2.4.3. Experience with road construction projects, including stormwater management and lighting. Please submit a detailed description (including photographs if possible) of three previously completed, similar projects, including the following information:

- The actual design and construction costs of the project bid versus estimate.
- The date the project was designed and constructed.
- Contact information for the client (name, address, telephone number).

2.4.4. Qualifications of personnel that would be assigned to work on the project and their hourly billing rate. The respondent shall identify the function/responsibility of each individual identified (e.g. project manager, technician, etc.). Experience summaries of these key individuals shall be provided, with emphasis on previous experience in similar roles on similar projects (and particularly those identified under "Experience with similar projects"). If applicable, include a description of sub-consultants, indicating what portion of the work is to be done by them.

2.4.5. An approach for the design and public informational process for the project and a realistic schedule to accommodate construction in 2016.

3.0 Proposal Selection and Award Process

3.1. Selection Criteria

Sub-Zero will select the contractor through a qualification-based selection process. Requests for Proposals will be reviewed based on the following factors:

1. Ability to meet proposed work schedule

2. Experience with similar projects

3. Qualifications of personnel

4. Completeness of project approach

5. Familiarity with the City of Fitchburg and WisDOT's FDM and Transportation Economic Assistance grant requirements.

3.2. Right to Reject Proposals and Negotiate Contract Terms

Sub-Zero reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the agency may negotiate a contract with the next highest scoring proposer.

4.0 Contract Terms and Conditions

4.1. Insurance Requirements

The successful consultant must meet the Insurance Requirements specified in the Standard Agreement in Appendix A.

4.2 Compensation for Services

The Sub-Zero Team shall select the proposal deemed most suitable to their needs and enter into an Agreement for Engineering Services for the work. The Agreement with the successful consultant is included (Appendix A). The contact shall be negotiated and shall include an upset figure ("not to exceed") for total contract cost. Sub-Zero does not pay for incidental costs.

Appendix A

Sub-Zero
Agreement for Engineering Services

OWNER	**ENGINEER**
Sub-Zero Group, Inc.	_____
6061 Basswood Drive	_____
Fitchburg, Wisconsin 53719	_____

PROJECT:

1. Scope of Services

1.1 To be Determined During Contract Negotiations

1.2 Service Elements Not Included

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

_____

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

1.3 Extension of Services

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

1.4 Completion of Services

To be determined during contract negotiations.

2. Compensation, Billing and Payment

2.1 Compensation

Compensation for the services set forth in Sections A. 1 and A. 2 will be on an hourly basis in accordance with ENGINEER'S hourly rates attached as Exhibit B.

The ENGINEER will bill the OWNER monthly for the service provided. No direct expenses will be billed. The bill will provide a breakdown of services rendered according to the ENGINEER'S labor classifications shown on Exhibit B. The total compensation for these services, including fees and expenses, shall be a sum not to exceed $_____.

2.2 Billing and Payment

All invoices for work completed under this Agreement shall include a breakdown of the following information for each project task:

A. Task Description
B. Staff Person(s)
C. Hours
D. Hourly Rate(s)
E. Period Charge(s)
F. Previous Charges
G. Budget
H. Budget Remaining

2.2.1 Timing/Format/Acceptance

ENGINEER will bill the OWNER monthly, with net payment due in 60 days. Unless OWNER provides ENGINEER with a written statement of any objections to the invoice within 30 days of receipt, OWNER shall be deemed to accept the invoice as submitted, provided, however, acceptance of the invoice shall not constitute OWNER's acceptance of improper, faulty, or defective work, shall not release ENGINEER of any of its obligations under this Agreement, and shall not constitute a waiver of any rights or provisions hereof by OWNER.

2.2.2 Delay/Adjustment

If services continue beyond estimates established herein, other compensation elements may be adjusted to reflect

conditions existing at the time of provision of such extended services.

2.2.3 Billing Records

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

2.2.4 Sales/Use Taxes

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

2.2.5 Expenses

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

3. Standard Terms and Conditions

3.1 Standard of Care

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

3.2 Changes of Scope

The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by OWNER. For some projects

involving conceptual or process development services, scope may not be fully definable during initial phases. As the PROJECT progresses, facts discovered may indicate that scope should be re-evaluated. ENGINEER will promptly inform OWNER in writing of such situations, and if the facts discovered constitute a material change in PROJECT assumptions, the parties shall renegotiate this Agreement as necessary.

3.3 Safety

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

3.4 Construction Review

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

3.5 Delays

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

3.6 Termination for Cause

The OWNER may terminate this Agreement effective seven days after sending written notice to the ENGINEER upon the happening of the following events:

3.6.1.1 The ENGINEER fails to deliver any reports, drawings, or designs in final form reasonably acceptable to the OWNER by the schedule set forth in 1.1.5 of this agreement.

3.6.1.2 The ENGINEER fails to perform any services required by this Agreement in a timely and professional manner or fails reasonably to cooperate with the OWNER.

3.7 Termination for Convenience

A. OWNER may terminate this Agreement in whole or in part, at any time by written notice to ENGINEER, whether or not ENGINEER is in default. Such termination for convenience shall be effective at the time and in the manner specified in OWNER's written notice to ENGINEER.

B. Upon receipt of written notice from the OWNER of such termination for the OWNER's convenience, the ENGINEER shall:

1. Cease work as directed by the OWNER in the notice;

2. Take actions necessary, or that the OWNER may direct, to preserve work performed to date; and

3. Terminate all existing consultancy agreements or purchase orders.

C. Upon such termination for convenience, the ENGINEER shall be entitled to receive payment for work executed, and reasonable costs, as mutually agreed between OWNER and ENGINEER, incurred by ENGINEER due to such termination, but in no event including loss of anticipated profits for work not performed.

3.8 Suspension

In the event either party defaults in its obligations under this Agreement (including OWNER'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice to the other party, suspend performance under this

Agreement. Such written notice must state the party's intention to suspend performance under the Agreement if cure of such default is not commenced within such time limit contained in the written notice.

3.9 Insurance

Engineer shall name Sub-Zero Group Inc. as additional insured on their Comprehensive General liability, Automobile liability and Excess liability insurance policies. Engineer shall provide a Waiver of Subrogation on their Worker's Compensation in favor of Sub-Zero Group Inc.

ENGINEER shall maintain the following minimum insurance coverage/limits:

Comprehensive General Liability: $1,000,000 occurrence/ $2,000,000 aggregate

Automobile Liability	$1,000,000 occurrence/ aggregate
Worker's Compensation	Statutory/Employers Liability
Excess Liability	$5,000,000 occurrence/ aggregate
Professional Liability	$3,000,000 occurrence/ aggregate

3.10 Hold Harmless and Indemnification

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

3.11 Access

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

3.12 Reuse of Documents

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

3.13 Amendment

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

3.14 Assignment

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

3.15 Entire Agreement

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

3.16 No Waiver

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

3.17 No Third Party Beneficiary

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

3.18 Severability

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

3.19 Authority

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

3.20 Notices

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

3.21 Opinions of Construction Costs

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

3.22 Relations with Contractors

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

3.23 Laws to be Observed

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

3.24 Affirmative Action

In connection with the performance of services under this agreement, the ENGINEER agrees not to discriminate against any employee or applicant for employment because of age, race, creed, color, religion, handicap, sex, physical condition, marital status, national origin, ancestry, sexual orientation, developmental disability as defined in section 111.01(5), Wis. Stats., arrest record, conviction record, or membership in the National Guard, state defense force, or any other reserve component of the military forces of the United States or the State. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The ENGINEER agrees to post in a conspicuous place available for employees and applicants for employment notices to be provided by the ENGINEER setting forth the provisions of this non-discrimination clause.

3.25 Professional Services

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

The ENGINEER acknowledges and agrees that it is an independent contractor of the OWNER, that its business is independently owned and operated, that nothing in this contract shall be interpreted to cause or result in, directly or indirectly, any principal/agent or employer/employee relationship between the ENGINEER and the OWNER, and that nothing in this agreement shall in any way whatsoever be construed as an agreement of partnership, general or limited, joint venture, or as an agency

relationship, between the OWNER and the ENGINEER. The ENGINEER agrees not to represent or advertise in any way that its relationship with the OWNER is other than as provided in this paragraph.

3.26 Disputes

A. OWNER and ENGINEER agree to initially attempt mediation regarding any dispute arising between OWNER and ENGINEER under this Agreement. If mediation fails, OWNER, in its sole discretion, may elect to demand arbitration with ENGINEER regarding any such dispute. OWNER shall endeavor, whenever possible, to elect arbitration. Such mediation and any arbitration proceedings shall be conducted in accordance with the then current Construction Industry Dispute Resolution procedures of the American Arbitration Association, unless the parties mutually agree otherwise. Such proceedings shall be held in Fitchburg, Wisconsin. At OWNER's option, any such dispute resolution proceeding will be consolidated with related dispute resolution proceedings involving OWNER, ENGINEER, or any other party. The foregoing Agreement to mediate or arbitrate shall be specifically enforceable under prevailing law. In any arbitration proceeding, the award rendered by the arbitrator shall be final, and judgment may be entered thereupon in accordance with the applicable law in any court having jurisdiction thereof.

B. Nothing contained in the aforementioned paragraph shall be construed to relieve ENGINEER of any obligations it may have under Section 893.80, Wis. Stats.

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

ENGINEER:

BY: _____ Date: _____

ATTEST: _____ Date:_____

OWNER:

BY: _____ Date: _____

ATTEST: _____ Date: _____

APPROVED AS TO FORM:

_____ Date: _____
Sub-Zero Officer

Mayor Steve Arnold
Introduced by

Michael Zimmerman
Prepared by

Board of Public Works & Finance
Referred to

November 24, 2015
Date

RESOLUTION R-134-15

Resolution Authorizing Approval of Design/Engineering Services Contract for Public & Private Infrastructure Improvements for Sub-Zero/Wolf Campus Expansion

WHEREAS, the City of Fitchburg is collaborating with Sub-Zero/Wolf on a 400,000 square foot expansion in our community that will create 300+ new jobs; and

WHEREAS, there are road and utility extensions needed to provide the necessary infrastructure to accommodate the expansion to the Sub-Zero/Wolf Fitchburg Campus; and

WHEREAS, to finance the infrastructure costs the City of Fitchburg has created tax increment district # 9 and is applying for a WISDOT Transportation Enhancement Assistance (TEA) grant to help cover the costs; and

WHEREAS, some of the infrastructure improvements will be public and some will be private but it will be more cost effective, efficient, and to assure appropriate design and coordination of all improvements to be under the oversight of one general contractor; and

NOW BE IT HEREBY RESOLVED, BY THE Fitchburg Common Council that it approves the contract for design and engineering services with Name of Firm in the amount of $$$$$ for the Sub-Zero/Wolf infrastructure improvements.

Adopted this 8th day of December, 2015.

_____
Patti Anderson, City Clerk

_____
Stephen L. Arnold, Mayor

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by: Mayor
Direct Referral Approved by: Mayor

Date Referred**: December 8, 2015** Ordinance Number:
Date to Report Back**: December 8, 2015** Resolution Number: **R-139-15**

Sponsored by: Mayor Drafted by: Public Works

TITLE: **APPROVING AGREEMENT FOR SUBDIVISION IMPROVEMENTS ON LOT 2 OF CSM 10031 AND LOT 2 OF CSM 11021**

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/CSM. 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/CSM. The City Attorney and City Engineer are still working with the subdivider's attorney on the changes necessary for the CSM. This resolution approves this agreement subject to final review by the City Attorney and City Engineer.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	December 7, 2015	
2				
3				
4				

Amendments:

AGREEMENT FOR
SUBDIVISION IMPROVEMENTS
ON LOT 2 OF CSM 10031 AND LOT 2 OF CSM 11021

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 Group, 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 and Lot 2 OF CSM 11021, 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
225/0609-074-8190-2

WITNESSETH

WHEREAS, the Subdivider desires to build on Lot 2 of CSM 10031 and Lot 2 OF CSM 11021 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 are hereby acknowledged, the parties hereby mutually agree:

Section 1

Required Improvements

1.01 Street Improvements

(1) **Standard Improvements, Curb and Gutter, Bituminous Pavement**

(A) The Subdivider shall install and dedicate, without cost to the City (except as otherwise provided herein), and in accordance with the schedule set forth in Section 2.01 of this Agreement, standard street improvements including concrete curb and gutter, crushed stone base, bituminous binder course and

bituminous surface course, on all streets in the Plat in accordance with the provisions of Sections 24-8 and 24-9 of the Ordinance and any requirements of any grants for the improvements.

(B) The improvements required by this Section shall be installed by the Subdivider pursuant to private contract. The Subdivider shall submit the bids for such improvements to the City Engineer. The City Engineer shall have fifteen (15) days to review the bids. If in the opinion of the City Engineer, the bids received by the Subdivider for the installation of such improvements do not meet City standards as defined in the Ordinance, the City shall have the right to request rebidding.

(C) All street work required by Section 1.01(1)(B)shall be completed, inspected and approved by the City Engineer prior to acceptance by the City for public use.

(D) The first layer of asphalt paving shall be completed by October 31 of the year the improvements are to be accepted. NO paving will be allowed from October 31 to May 1. The final layer of asphalt shall be completed by no later than September 15 of the year after the initial layer of asphalt.

(2) **Barricades.** The Subdivider shall furnish, install and maintain barricades and signs at all points where new right-of-ways extend to or from, or intersect with existing right-of-ways, at all street ends, and at such other places as the City Engineer may direct. All such barricades and signs shall conform to the Madison Traffic Controls for Street Construction and Maintenance Operations Manual.

(3) **Street Lights.** The Subdivider shall furnish, and install at the Subdivider's expense, street lights and poles, to City specifications at the locations specified by the City Engineer. Lights and poles, make and type shall be approved by the City. The Subdivider shall coordinate installation of street lights with Madison Gas & Electric. The Subdivider shall be responsible for all Madison Gas & Electric costs associated with such installation.

(4) **Street End Connections.** Subdivider is responsible for constructing all street end connections with existing streets so that street widths and grades carry through existing streets. Street widths may be modified only if approved in writing by the City Engineer.

(5) **Signage Reimbursement.** Subdivider shall reimburse City for street and crosswalk signage and markings.

1.02 Sidewalks and Driveways

(1) Subdivider shall install 5-foot wide sidewalks to City specifications for all lots in the Plat.

1.03 Pathways

(1) Subdivider shall install 10 foot wide pathways including drainage crossways at locations in accordance with the Comprehensive Development Plan for land within this plat.

1.04 Sanitary Sewers

(1) Subdivider shall submit to the City Engineer, Wisconsin Department of Natural Resources, Capital Area Regional Planning Commission and Madison Metropolitan Sewerage District, if required, for review and approval, plans and specifications for sanitary sewers, complete with laterals and appurtenances thereto in accordance with the Ordinance and Section 40-627 of the City's General Code of Ordinances.

(2) After all required approvals have been obtained, the Subdivider shall, without cost to the City (except as otherwise provided herein), and in accordance with the Schedule set forth in Section 2.01 of this Agreement, construct and install sanitary sewers throughout the Plat, complete with laterals and appurtenances, constructed in accordance with the approved plans and specifications.

(3) Subdivider shall pay any Madison Metropolitan Sewerage District charges or assessments against the Plat to Utility District No. 1 of the City of Fitchburg prior to commencing any construction in the Plat.

(4) Subdivider shall be responsible for extending sanitary sewer to the Plat limits.

(5) All existing septic systems within the Plat shall be properly abandoned in accordance with the State of Wisconsin standards.

(6) Easements for sewer mains within the Plat shall be dedicated to the City by the Subdivider. Easements for sewer mains not located in right-of-ways shall have a minimum width of 20 feet.

1.05 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 be 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.

1.06 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 ECSWM 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.

1.07 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.

1.08 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.

1.09 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 therefore 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.

1.10 Street Tree Planting

(1) Planting Requirements. The Subdivider shall, prior to installation of any public improvements, prepare a street tree planting plan to be approved by the City Engineer. The tree planting plan shall, at a minimum, provide one (1) street tree for every lot, or for every eighty (80) feet of street frontage (whichever produces the greater number of trees), with the trees being a minimum of two (2) inch caliper.

(2) Notice to lot purchasers. The Subdivider shall notice the existence of the planting plan to lot purchasers by deed restriction and through other measures the Subdivider may deem appropriate.

(3) Installation. Upon substantial installation and completion of homes and yards within any phase of the improvements for the Plat, the City Engineer shall cause the installation of the street trees. The final tree location and species, which shall be approved by the City Engineer, shall recognize existing trees, driveways, utility facilities, street lights, signs and other similar features.

(4) Payment. The Subdivider shall reimburse the City for all costs related to tree planting in accordance with the planting plan.

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 within the proposed CSM have been accepted by the City. Proposed CSM includes, but is not limited to, Lot 1 of CSM 09217, Lots 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 5 has been approved by the Mayor as to sureties and City Attorney as to form and filed with the City Clerk.

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

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

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

(8) 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 eight (8) 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.

6.14 Project Grant

The City has applied for a WISDOT Transportation Economic Assistance (TEA) grant to assist with the funding of this project.

(1) The City will apply all TEA grant funding awarded by WISDOT to the construction of this project.

(2) The Subdivider will design and construct the project in conformance to all requirements of the grant.

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 Group, Inc.

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

AGREEMENT FOR
SUBDIVISION IMPROVEMENTS
ON LOT 2 OF CSM 10031 AND LOT 2 OF CSM 11021

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 Group, 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 and Lot 2 OF CSM 11021, 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
225/0609-074-8190-2

WITNESSETH

WHEREAS, the Subdivider desires City approval for a CSM, which includes but is not limited to, Lot 1 of CSM 09217, Lot 1 and 2 of CSM 10031, and Lot 2 of CSM 11021, hereinafter referred to as "Plat", in order that it may be recorded, improvements installed, and lots developed and sold; and

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

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

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 are hereby acknowledged, the parties hereby mutually agree:

Section 1

Required Improvements

1.01 Street Improvements

(1) **Standard Improvements, Curb and Gutter, Bituminous Pavement**

(A) The Subdivider shall install and dedicate, without cost to the City (except as otherwise provided herein), and in accordance with the schedule set forth in

Section 2.01 of this Agreement, standard street improvements including concrete curb and gutter, crushed stone base, bituminous binder course and bituminous surface course, on all streets in the Plat and on **BUDS DRIVE** (or street with other name) through the Badger State Trail corridor in accordance with the provisions of Sections 24-8 and 24-9 of the Ordinance and any requirements of any grants for the improvements.

(B) The improvements required by this Section shall be installed by the Subdivider pursuant to private contract. The Subdivider shall submit the bids for such improvements to the City Engineer. The City Engineer shall have fifteen (15) days to review the bids. If in the opinion of the City Engineer, the bids received by the Subdivider for the installation of such improvements do not meet City standards as defined in the Ordinance, the City shall have the right to request rebidding.

(C) All street work required by Section 1.01(1) (A) shall be completed, inspected and approved by the City Engineer prior to acceptance by the City for public use.

(D) The first layer of asphalt paving shall be completed by October 31 of the year the improvements are to be accepted. NO paving will be allowed from October 31 to May 1. The final layer of asphalt shall be completed by no earlier than August 15 and no later than September 15 of the year after the initial layer of asphalt.

(2) **Barricades.** The Subdivider shall furnish, install and maintain barricades and signs at all points where new right-of-ways extend to or from, or intersect with existing right-of-ways, at all street ends, and at such other places as the City Engineer may direct. All such barricades and signs shall conform to the Manual on Uniform Traffic Control Devices (MUTCD).

(3) **Street Lights.** The Subdivider shall furnish, and install at the Subdivider' s expense, street lights and poles, to City specifications at the locations specified by the City Engineer. Lights and poles, make and type shall be approved by the City. The Subdivider shall coordinate installation of street lights with Madison Gas & Electric. The Subdivider shall be responsible for all Madison Gas & Electric costs associated with such installation.

(4) **Street End Connections.** Subdivider is responsible for constructing all street end connections with existing streets so that street widths and grades carry through existing streets. Street widths may be modified only if approved in writing by the City Engineer.

(5) **Signage Reimbursement.** Subdivider shall provide and install street and crosswalk signage and markings in accordance with MUTCD.

1.02 Sidewalks and Driveways

(1) Subdivider shall install 5-foot wide sidewalks to City specifications for all lots in the Plat and within the Badger State Trail corridor along **BUDS DRIVE**.

1.03 Pathways

(1) Subdivider shall install 10 foot wide pathways including drainage crossways at locations in accordance with the Comprehensive Development Plan for land within this Plat.

1.04 Sanitary Sewers

(1) Subdivider shall submit to the City Engineer, Wisconsin Department of Natural Resources (DNR), Capital Area Regional Planning Commission, and Madison Metropolitan Sewerage District, if required, for review and approval, plans and specifications for sanitary sewers, complete with laterals and appurtenances thereto in accordance with the Ordinance and Section 40-627 of the City's General Code of Ordinances.

(2) After all required approvals have been obtained, the Subdivider shall, without cost to the City (except as otherwise provided herein), and in accordance with the Schedule set forth in Section 2.01 of this Agreement, construct and install sanitary sewers throughout the Plat, complete with laterals and appurtenances, constructed in accordance with the approved plans and specifications.

(3) Subdivider shall pay any Madison Metropolitan Sewerage District charges or assessments against the Plat to City of Fitchburg Utility District No. 1 (Fitchburg Utility) prior to commencing any construction in the Plat.

(4) Subdivider shall pay Seminole Highway Interceptor fees to Fitchburg Utility prior to commencing any construction in the Plat or within 30 days of notice of the final fee calculation amount, whichever comes later.

(5) Subdivider shall be responsible for extending sanitary sewer to the plat limits as well as to the east property line of the Badger State Trail corridor on **BUDS DRIVE**

(6) All existing septic systems within the Plat shall be properly abandoned in accordance with the State of Wisconsin standards.

(7) Easements for sewer mains within the Plat shall be dedicated to the City by the Subdivider. Easements for sewer mains not located in right-of-ways shall have a minimum width of 20 feet.

1.05 Water Improvements

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

(A) Subdivider shall submit to the City Engineer and the DNR 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 be looped or connected to existing mains as required by City Engineer to service the Plat.

(D) Subdivider shall install 10-inch water main on **BUDS DRIVE** (within the Plat and to the east property line of the Badger State Trail corridor on **BUDS DRIVE**) and 12-inch water main on Commerce Park Drive. Fitchburg Utility shall reimburse Subdivider for incremental material cost difference between the 10" and 12" pipe.

(E) 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 permits are obtained from Fitchburg Utility District No. 1.

1.06 Storm Sewers and Drainage Facilities

(1) **Plans Submitted to City Engineer**. The Subdivider shall submit to the City Engineer for review and approval, plans and specifications for storm sewers and appurtenances and storm water facilities, including drainageways, greenways, stormwater detention ponds, bioretention devices, etc. in the Plat as required by the Plan Commission under Section 24-9 of the Ordinance. Plans shall indicate, at a minimum, storm sewer locations, inlets, manholes and other storm structures, phased construction, methods to control scouring into and out of stormwater facilities, outlet design and type, and computations of inflow-outflow capacity.

(2) **Installation.** Subdivider shall install storm sewers and stormwater facilities complete with appurtenances thereto throughout the Plat without cost to the City in accordance with approved plans and specifications and the schedule set forth in Section 2.01 of this Agreement.

(3) **Stormwater Improvements.** Subdivider shall be responsible for obtaining positive drainage of stormwater within the Plat, including the dedication, grading and vegetation of the necessary drainage easements and/or stormwater facilities to manage stormwater draining into, through and out of the Plat.

(A) Impervious Surface Ratios. Impervious surface ratio restrictions consistent with the stormwater management report for this Plat shall be placed on the Plat and in separately recorded deed restrictions.

1.07 Grading

(1) Subdivider shall submit to the City Engineer for review and approval, grading plans and specifications to provide positive drainage of the Plat in the flow directions as depicted on 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, including all outlots, in accordance with the approved plans and specifications.

1.08 Erosion Control

(1) Subdivider shall submit an application for stormwater and erosion control in the Plat to the City Engineer pursuant to Chapter 30 of the City's General Code of Ordinances for review and issuance of a permit. 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 basins, stone weepers, sediment netting, and similar erosion control devices shall be installed by Subdivider during construction as directed by the City Engineer. All temporary devices shall be maintained by the Subdivider.

(4) Before constructing any temporary device, the Subdivider shall file plans with the City Engineer for approval. No erosion control facility shall be constructed by the Subdivider unless approved by the City Engineer.

(5) If the method of erosion control fails, the Subdivider shall clean up the materials which have been displaced and repair or replace the method of control which has failed prior to construction of additional improvements to the Plat.

(6) All areas of the Plat shall be deep tilled and then properly and promptly seeded and mulched upon completion of the necessary grading.

1.09 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.

1.10 Street Tree Planting

(1) Planting Requirements. The Subdivider shall, prior to installation of any public improvements, prepare a street tree planting plan to be approved by the City Engineer. The tree planting plan shall, at a minimum, provide one (1) street tree for every lot, or for every eighty (80) feet of street frontage or amount required by the zoning district (whichever produces the greater number of trees), with the trees being a minimum of two (2) inch caliper.

(2) Notice to lot purchasers. The Subdivider shall notice the existence of the planting plan to lot purchasers by deed restriction and through other measures the Subdivider may deem appropriate.

(3) Installation. Upon substantial installation and completion of homes and yards within any phase of the improvements for the Plat, the City Engineer shall cause the installation of the street trees. The final tree location and species, which shall be approved by the City Engineer, shall recognize existing trees, driveways, utility facilities, street lights, signs and other similar features.

(4) Payment. The Subdivider shall reimburse the City for all costs related to tree planting in accordance with the planting plan.

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 forty eight (48) months of the recording of this Agreement except for street improvements shall be installed within twenty four (24) months. Subdivider and City agree that improvements within the Plat will be built in no more than one phase.

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

(3) **Land Conveyance.** No lot or future buildable outlot may be conveyed until public improvements as outlined in this agreement have been installed and accepted by the City or a letter of credit or surety identified in Section 5 has been posted with the

City Engineer for 115% of the costs of public improvements for the lot being conveyed and until the sanitary sewer within the Plat has been connected to the Seminole Highway Interceptor.

(4) **Building and Occupancy Permits.** No building permits may be issued for any lots in the Plat, except for Lot 2 of CSM 10031, until the public improvements outlined in this agreement have been accepted and the sanitary sewer within the plat has been connected to the Seminole Highway Interceptor. No occupancy permits may be issued for any lot within the Plat until all public improvements within the Plat have been accepted by the City.

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 5 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 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 and outlots to be mowed to a 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 City 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 improvements and any work associated with the public 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 85% 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 twelve (12) 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.

6.14 Project Grant

The City has applied for a WISDOT Transportation Economic Assistance (TEA) grant to assist with the funding of this project.

(1) The City will reimburse the Subdivider all eligible TEA grant funding awarded by WISDOT to the construction of this project.

(2) The Subdivider will design and construct the project in conformance to all requirements of the grant. The Subdivider shall provide all required documentation in accordance with grant requirements.

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 Group, Inc.

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

Steve Arnold, Mayor
Direct Referred by

Public Works
Prepared by

Board of Public Works
Referred to

December 8, 2015
Date

RESOLUTION R-139-15
APPROVING AGREEMENT FOR SUBDIVISION IMPROVEMENTS
ON LOT 2 OF CSM 10031 AND LOT 2 OF CSM 11021

WHEREAS, the City of Fitchburg Common Council on August 25, 2015, by Resolution R-89-15, approved the certified survey map request by Ronald Klaas, agent for Sub-Zero Wolf, Inc., to divide property associated with Lot 1 of CSM 9217, Lots 1 & 2 of CSM 10031, Lot 2 of CSM11021, and the vacated/discontinued portion of Marketplace Drive and all of Bud's Drive, into three lots, one outlot, and new street dedications, file number CS-2075-15; and

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

WHEREAS, the Board of Public Works has reviewed and approved the Agreement for Subdivision Improvements in the CSMs; and

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Common Council of the City of Fitchburg, Dane County, Wisconsin, hereby approves the Agreement for Subdivision Improvements on Lot 2 of CSM 10031 and Lot 2 of CSM 11021 subject to final review by the City Attorney and the City Engineer; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized 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 Initiated by:
Direct Referral Approved by:

Date Referred**: November 24, 2015** Ordinance Number: **2015-O-33**
Date to Report Back**: December 8, 2015** Resolution Number:

Sponsored by: Mayor Drafted by: Public Works

TITLE: An Ordinance Amending Chapter 27 Streets and Public Ways – Section 27-255 (b) Relative to Street Occupancy Permits

Background: The Public Works Department has issued street occupancy permits for uses including placement of dumpsters, moving PODs, and construction activities in the right-of-way. The current ordinance defines a street occupancy permit may not exceed three days in time. The permit and fee schedules are set up to allow up to one month. The current ordinance reads "No occupancy permit shall be granted for a period exceeding three days." The proposed ordinance amendment allows for a more realistic placement of dumpster for remodeling and PODs for moving to be placed on the street for no longer than 30 days if approved by the Director of Public Works. A new permit application would be required after 30 days. Staff's recommendation is to approve Ordinance 2015-O-33.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	December 7, 2015	
2				
3				
4				

Amendments:

Mark Sewell
Introduced by

Public Works
Prepared by

Board of Public Works
Referred to

November 30, 2015
Date

Ordinance 2015-O-33

AN ORDINANCE TO AMEND SEC. 27-255 (b) – TEMPORARY OCCUPANCY OR OBSTRUCTION PERMIT

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

Sections 27-255 (b) is hereby amended as follows:

> Sec. 27-255 (b). – Temporary occupancy or obstruction permit. No occupancy permit shall be granted for a period exceeding three days, *unless written justification is provided to the satisfaction of the Director of Public Works as to why additional permit duration is warranted. The Director of Public Works may authorize occupancy permit durations up to 30 days.*

Adopted this 8th day of December, 2015.

Approved By: _____
Stephen L. Arnold, Mayor

Attested By: _____
Patti Anderson, City Clerk

DATE: 12/2/2015

TO: Finance Committee

FROM: Finance Department

RE: Review of All Checks Issued and P-Card Transactions

Checks Dated	Description		Batch Check Nos.	Amount
11/24/2015	Weekly Batch	A	112358-112387	$49,261.05
11/25/2015	Finance Batch - Meeting date 11/24/15	B	112388-112390	$201,805.16
12/1/2015	Employee Service Awards	C	112391-112413	$1,624.24
12/2/2015	Weekly Batch	D	112414-112431	$37,963.69
			Check Total	**$290,654.14**

P-Card Transactions

	Billing Cycle		Date Pd	Total
	10/5/2015 - 11/4/2015		11/6/2015	$223,393.82
			P-Card Total:	**$223,393.82**

Grand Total: $514,047.96

DATE: **12/2/2015**

TO: **Finance Committee**

FROM: **Finance Department**

RE: **Finance Approval for Invoices Over $25,000**

	ACCT NO	AMOUNT
OneNeck IT Solutions		
Refund Building Permit Fees - Overpayment R#1.10251	1004430	$30,115.00
		$30,115.00
Mead & Hunt		
Lacy Rd Reconstruction Design and Engineering services	4005733468	$33,019.69
		$33,019.69

$63,134.69

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by: City Clerk
Direct Referral Approved by: Mayor Arnold

Date Referred**: December 8, 2015** Ordinance Number:
Date to Report Back**: December 8, 2015** Resolution Number: **R-135-15**

Sponsored by: Mayor Drafted by: City Clerk

TITLE: A Resolution Appointing Election Inspectors for Years 2016-2017

Background: The deadline for the political parties to submit nominees for election inspectors was (November 30, 2013). The parties received a reminder from the Government Accountability Board on September 15th. Five names were provided by the Republican Party and have been added as required by§ 7.30(4) (b). In addition to these nominations the Mayor is responsible for nominating no later than the last Council Meeting in December a list of qualified election officials. The City has 110 trained election inspectors and 13 trained chief inspectors.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Common Council-direct	Marsh	December 8, 2015	
2				
3				
4				

Amendments: See Attached List of Inspectors

Election Inspectors	
Janet	Adams
Pat	Allen
Joyce	Anderson
Nancy	Arnold
Susan	Awve
Daniel	Bach
Gina	Barden
Paul	Bariola
Lois	Beck
Mary	Becker
Mary Ann	Berger
Ron	Betlach
Lori	Bindl Zahorik
Judy	Breunig
Terrell	Brock
Mary Ann	Brown
Mary	Buchholz
Ron	Buchholz
Tim	Chamberlain
Barbara	Christensen
Roger	Christensen
Linda	Cottington
Eyvonne	Crawford-Gray
Joanne	Danielsen
Dennis	DeVaal
Mary	DeVaal
Loretta	Dichraff
Matt	Dodge
Dennis	Domack
Patricia	Eaton
Ruby	Fillian
Marilyn	Franke-Lemens
Pat	Freeders
Frank	Frey
Patty	Fritschel
Molly	Gage
Linda	Gulley
Jeanne	Gundlach
Jan	Gurrie
Barbara	Hammer
Connie	Hay
Anne	Hecht
Lee	Ihlenfeldt
Jane	Jadin
Jane	Jensen
Adelle	Johnson
Jake	Johnson
Ronald	Johnson

Chief Inspectors	
David	Adams
Joyce	Apfel
Jym	Britton
Jim	Clum
Jeremy	Hecht
Leland	Lemens
John	Melby
Bonnie	Moschkau
Alan	Potts
Judi	Smith
Donn	Tolley
Phil	Winkel
Dale	Zahorik

Election Inspectors	
Paula	Keimel
Troy	Klein
Ginny	Koberstein
Monna	Kolbe
Don	Kosterman
Claire	Levine
Donna	Lewein
Janet	Lewis
Michael	Liethen
Gloria	Luetkens
Marilyn	Martz
Patrick	McCutcheon
Brenda	McNatt
Wayne	Mead
Mandi	Miller
Mark	Miller
Charlotte	Millisor
Nell	Mittelsteadt
Susan	Moen
Barbara	Mroz
Tina	Murray
Christine	Nauertz
Judy	Nichols
Larry	Noyce
Dennis	Peterson
Kathleen	Peterson
John	Poehling
Sarah	Potts
Mary	Power
James	Puntch
Mary	Pyle
Scott	Pyle
Lynette	Rasmussen
Melanie	Rehbein
Sheila	Rehbein
MargaretAnn	Reigle
Neon	Ringwood
Karen	Robison
Carol	Rodriguez
Jesus	Rodriguez
JoAnn	Russell
Mary Lee	Ryan
Anita	Schmidt
Dianne	Schmidt
Tom	Schmidt
Rick	Schwartz
Sonjia	Short
Hertis	Smith

Election Inspectors	
Shirley	Spade
Michael	Stevens
Patrick	Stoffel
Dave	Suplinski
George	Swamp
Rose	Tolley
Gary	Tsarovsky
Annette	Turner
Pat	Urben
Ann	White
Bette	Whited
Eve	Wilkie
Elinor	Zach

Steve Arnold, Mayor
Introduced by

City Clerk
Prepared by

Common Council- New Business
Direct Referral

December 8, 2015
Date

RESOLUTION R-135-15

RESOLUTION APPOINTING ELECTION INSPECTORS FOR YEARS 2016-2017

WHEREAS, Wisconsin Statute § 7.30 requires the appointment of election officials; and

WHEREAS, election officials shall be appointed for a two year term effective January 1, 2016 through December 31, 2017; and

WHEREAS, the Mayor is authorized to nominate election inspectors for appointment prior to December 31st; and

WHEREAS, 123 Fitchburg residents have indicated their willingness to serve the City of Fitchburg's four polling locations as trained and dedicated election officials.

NOW BE IT HEREBY RESOLVED, by the Common Council of the City of Fitchburg, Dane County, Wisconsin that it appoints the 110 Election Inspectors, 13 Chief Election Inspectors (3 of who are appointed to the Fitchburg Board of Canvass) for the years 2016 and 2017; and

BE IT FURTHER RESOLVED, that Fitchburg Common Council authorize the City Clerk to issue the appointed election officials an oath to be filed pursuant to §7.30 (5).

Adopted this 8th day of December, 2015.

Approved by: _____
Stephen L. Arnold, Mayor

Attested by: _____
Patti Anderson, City Clerk

	PENDING REFERRAL ITEMS
•	Rezone Request RZ-1853-09 by Randy Bruce of Knothe & Bruce Architect, LLC, Agent for McKee Family, LLC, to Rezone from Residential Medium Density (R-M) to Planned Development District General Implementation Plan (PDD-GIP) Property Associated with Lots 53 & 54 of Chapel Valley Plat
•	R-70-14 Resolution Designating Path Location for a Connection to McKee Road from the Military Ridge Path - tabled June 24, 2014
•	2014-O-22 Chapter 54 - Parks, Recreation and Forestry, Article III Division 3. Tree and Shrub Management
•	R-26-15 Authorizing Acceptance of 2015 Contract Bid
•	R-102-15 Approving Huegel-Jamestown Park Master Plan Update
•	Preliminary Plat Request PP-2092-15 by Chris Ehlers of William Ryan Homes, Agent for O'Brien Family Limited Partnership, for the Stoner Prairie Preliminary Plat
•	R-127-15 Approval of 2016 Contract with Dane County Human Services
•	CS-2060-15 by Randall Guenther of Downtown Fitchburg II LLC, to Divide Property at Syene Road & Clayton Road, Property in Section 11, into 3 Parcels
•	Final Plat Request FP-2081-15 by Ron Klaas, Agent for Fahey Land, LLC, for the Final Plat of Fahey Fields
•	Rezone Request RZ-2080-15 by Ronald Klaas, Agent for Fahey Land, LLC, to Rezone a Portion of Lot 2 CSM 9896 from the A-T (Transitional Agriculture) District to the A-X (Small Lot Agriculture), a Portion to the P-R (Parks & Recreation), a Portion to the R-H (Residential-High Density) and a Portion to the R-LM (Residential-Low to Medium Density) Districts
•	CS-2094-15 by Michael Marty, Agent for Tralee, LLC, to Replat Outlot 2 Techlands into a Lot
•	RZ-2095-15 By Fred DeVillers, Agent for Forward Community Partners LLC, to Rezone from the PDD-GIP (Planned Development District – General Implementation Plan) to the PDD-SIP (Planned Development District – Specific Implementation Plan), on Lot 1 CSM 13827
•	PP-2096-15 by James Spahr of Lionshare Group, Agent for William Dunn, for Seminole Business Park Preliminary Plat
•	2015-O-31 An Ordinance Amending Chapter 14 to Amend Article 3 Section 14-63(a) and Create Article 3 Section 14-63(a)(1) and Article 3 Section 14-63(a)(2)