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

AGENDA
FITCHBURG COMMON COUNCIL
AUGUST 11, 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, August 11, 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**

5. **CONSENT AGENDA**

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

A. **APPROVAL OF MINUTES**
   1. Common Council – July 28, 2015

B. **REFERRALS TO COMMISSIONS AND COMMITTEE**
   96. **Resolution R-83-15** Amending 2015 Capital Projects, CEDA, and General Fund Budgets
      a. Finance Committee
      b. Library Board

   97. **Resolution R-84-15** A Resolution Accepting the 2014 Compliance Maintenance Annual Report for the Wastewater Collection System
      a. Board of Public Works

C. **Public Safety & Human Services**
   1. **Temporary Operator Licenses: (Issuance Contingent upon Payment of all Fees Owed to City of Fitchburg)** Taste of Fitchburg - James Triatik, Christine Wittleder; Reach-A-Child Kickin' It for Kids - Michael Jones, Alissa Kochaver, Eric Salzwedel

   2. **Consideration of the Following Application for Temporary Class "B"/"Class B" Retailers License "Picnic License" (Issuance Contingent upon Payment of all Fees Owed to City of Fitchburg)**
      a. 4-C, 5 Odana Road, Madison, WI to hold Taste of Fitchburg on Saturday, September 19, 2015 from 11:00 a.m. to 3:00 p.m. at McKee Farms Park, 2930 Chapel Valley Road, Fitchburg, WI (For Sale of Fermented Malt Beverages and Wine)

5. **CONSENT AGENDA (continued)**

b. Reach-A-Child, Inc., 8030 Excelsior Drive #307, Madison, WI to hold Kickin' It For Kids Kickball Event on Saturday, August 22, 2015 from 9:00 a.m. to 9:00 p.m. at McGaw Park, 5236 Lacy Road, Fitchburg, WI (For Sale of Fermented Malt Beverages only)

6. **ADMINISTRATOR'S REPORT**

7. **COMMISSION/COMMITTEE REPORTS**

A. **Plan Commission**

1. **Ordinance 2015-O-24** by Traci Dalsin, Agent for SO Nesbitt LLC, to Rezone Property Addressed as 6250 Nesbitt Road from the B-G (General Business) District to the B-H (Business Highway) District and a Conditional Use Permit to Allow for Light Manufacturing and Food/Drink Uses in the Existing Building

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

3. **Resolution R-66-15** Final Resolution to Discontinue a Portion of Marketplace Drive and All of Bud's Drive, Remove from Official Map and Convey Title to Property Owner

B. **Board of Public Works**

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

2. **Resolution R-80-15** Hooper Corporation Parking Agreement for Maintenance Facility
   a. Finance Committee

C. **Park Commission**

D. **Library Board**

E. **Commission on Aging**

F. **Resource Conservation Commission**

G. **Transportation & Transit Commission**

H. **Community & Economic Development Authority**

I. **Agriculture & Rural Affairs Committee**

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

8. **STANDING COMMITTEE REPORTS**

A. **Finance Committee**

1. **APPROVAL OF BILLS –**
   Review of Bills Under $25,000 or Previously Pre-Approved (Council Action Not Required)
   a. General Checks 111690 through 111775 dated August 6, 2015 Total $216,873.56

2. **Approval of Bills for $25,000** or more (Council Action Required)
   a. Batch Dated August 6, 2015 - $452,284.49

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** - Valerie L. Moore, Jewitt L. White

9. **MAYOR'S REPORT**

A. Alder District Reports

10. **UNFINISHED BUSINESS**

11. **NEW BUSINESS**

12. **ANNOUNCEMENTS**

A. Next Common Council Meeting, August 25, 2015

B. Next Committee of the Whole Meeting, August 26, 2015

13. **ADJOURNMENT**

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

Administrative Offices
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Fitchburg, WI 53711-5318
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DRAFT MINUTES
FITCHBURG COMMON COUNCIL
JULY 28, 2015
7:30 P.M.
CITY HALL

1. **CALL TO ORDER -** Mayor Arnold called the meeting to order at 7:37 p.m.

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL:** Dan Carpenter, Jason Gonzalez, Tony Hartmann, Jake Johnson, Dorothy Krause, Carol Poole, and Patrick Stern. Absent with excuse: Julia Arata-Fratta. Others Present: Mark Sewell, City Attorney, Misty Dodge, Finance Director, Cory Horton, Director of Public Works and Patti Anderson, City Clerk.

4. **PUBLIC APPEARANCES NON-AGENDA ITEMS / NEW APPOINTMENTS**
   A. Cory Horton, Director of Public Works and Mayor Steve Arnold recognized David Willborn for his 30 Years of Service to the Board of Public Works

   B. **Public Hearing** – Discontinue a Portion of Marketplace Drive and All of Bud's Drive, Remove from Official Map and Convey Title to Property Owner
      a. There were no members of the public present for the public hearing. Mayor Arnold opened and closed the public hearing at 7:43 p.m.

5. **CONSENT AGENDA**
   A. **APPROVAL OF MINUTES** – July 14, 2015

   B. **REFERRALS TO COMMISSIONS AND COMMITTEE**
   Resolution R-78-15 Approving Transit Service Agreement between the City of Madison and the City of Fitchburg ***(TTC, Finance)***
   Resolution R-79-15 Approving a Contract for Construction Observation Services for Quarry Vista Plat ***(BPW, Finance)***
   Resolution R-80-15 Hooper Corporation Parking Agreement for Maintenance Facility ***(BPW, Finance)***
   Resolution R-81-15 General Beverage Permit for Parking within City Property ***(BPW, TTC, Plan)***
   Resolution R-82-15 A Resolution Granting an Underground Electric Right-of-Way Grant to Madison Gas and Electric Company on Outlot 16, Nine Springs, City of Fitchburg, Wisconsin ***(BPW, Plan)***
   Rezoning Request RZ-2071-15 by Habitat for Humanity to Amend the Planned Development Special Implementation Plan (SIP) Zoning, Regarding Housing Development Plans, on Property in the First Addition to Renaissance on the Park ***(Plan)***
   Comprehensive Development Plan Request CDP-2072-15 by Debbie Hatfield, Montgomery Associates, Chris Ehlers, Agent for William Ryan Homes (O'Brien Property) and James Spahr, Agent for Lionshare Group, LLC. (Dunn Property), for a Residential and Industrial Development in the North Stoner Prairie Neighborhood (O'Brien and Dunn Properties) ***(Plan, Park)***

Conditional Use Permit Request CU-2073-15 by Andy Fritz, Agent for AT&T to Allow for an AT&T Telecommunications Facility (Antennas and Equipment) at 2827 Commerce Park Drive ***(Plan)***
Comprehensive Development Plan Request CDP-2074-15 by Ron Klaas, Agent for Sub Zero Wolf, Inc., for Industrial Development in the North Stoner Prairie Neighborhood, West of Seminole Highway and North of Lacy Road ***(Plan, TTC)***
Land Division Request LD-2075-15 by Ron Klass, Agent for Sub Zero Wolf, Inc., for Industrial Development in the North Stoner Prairie Neighborhood ***(Plan)***
Rezoning Request RZ-2076-15 by Ron Klass, Agent for Sub Zero Wolf, Inc., to Rezone Lot 2, CSM 10031 from Rural Development (R-D) to General Industrial (I-G) in the North Stoner Prairie Neighborhood ***(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"/"CLASS B" FERMENTED MALT BEVERAGE & INTOXICATING LIQUOR
   American Multi-Cinema, Inc., 6091 McKee Road - DBA AMC Theater – Jeffrey Butler, Agent

2. Hawk Schenkel, Owner of the Atomic Koi, located at 2685 Research Park Drive, Fitchburg, WI, has requested a change in the premise description for Thursday, August 27, 2015 to allow for serving of alcohol in the closed street located directly outside of the Atomic Koi, for the "Back to School" Block Party, being held on Research Park Drive between Lacy Road and McGann Lane during the hours of 5:00 p.m. to 9:30 p.m.

3. Motion by Carpenter, 2nd by Krause to **approve** the consent agenda.
4. **Motion carried.**

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

7. **COMMISSION/COMMITTEE REPORTS**

A. **Plan Commission**

1. Motion by Poole, 2nd by Krause to **approve Resolution R-74-15** A Resolution Granting a Private Sanitary Sewer and Water Service Easement on Lot 2 of CSM 445 (McGaw Park) to 5267 Lacy Road, City of Fitchburg, Wisconsin ***(Park)***
   a. Sam Cooke, 5267 Lacy Road, was present and spoke regarding the easement.
   b. Cory Horton, Director of Public Works spoke regarding correspondence received from the WI DNR requesting a reversionary clause be added to the easements. Should the easements not be necessary, the land would revert back to the City of Fitchburg and the easements would go away.
   c. **Motion carried.**

2. Motion by Poole, 2nd by Gonzalez to **approve Resolution R-75-15** A Resolution Approving an Amendment to the Comprehensive Development Plan for Fahey Fields Development, Lot 2 CSM 9896 ***(Park)***
   a. Janet Adams, representing The Crossing Condo Association spoke regarding this project.
   b. Sharon Olson, 5305 Lacy Road, was present and spoke regarding the project.
   c. Patrick Cheney, 5211 Kittycrest Drive, was present and spoke regarding the project.
   d. David Fahey, 5376 Irish Lane was present and spoke regarding the project.
   e. Tony Heinrichs registered in support of the project. Tony was available to answer questions if needed.
   f. Ron Klaas, representing D'Onofrio Kottke spoke regarding the project.
   g. Motion by Johnson, 2nd by Hartmann to amend the plan documents with removal of Lots 95 and 96.
   h. Roll call vote: Ayes: Hartmann, Johnson, Krause. Nays: Carpenter, Gonzalez, Poole, Stern. Absent: Arata-Fratta.
   i. **Motion failed.**

j. Roll call vote on Main Motion. Ayes: Carpenter, Gonzales, Hartmann, Johnson, Krause, Poole, Stern. Absent: Arata-Fratta.
k. **Motion carried unanimously.**

3. Motion by Hartmann, 2nd by Poole to **approve** **Resolution R-76-15** A Resolution Approving Amended Preliminary Plat for Fahey Fields ***(Park)***
   a. Roll call vote: Ayes: Carpenter, Gonzalez, Hartmann, Johnson, Krause , Poole, Stern. Absent: Arata-Fratta
   b. **Motion carried.**

4. Motion by Poole, 2nd by Johnson to **approve** **Resolution R-77-15** A Resolution Approving Final Plat Request (FP-2069-15) for the Final Plat of First Addition to Quarry Vista
   a. **Motion carried.**

5. Motion by Poole, 2nd by Stern to **approve** **Ordinance 2015-O-22** An Ordinance Amending Chapter 26 Sign Ordinance to Amend Section 26-121(2) of Chapter 26 Sign Ordinance Relative to Size of Sign Identifying Apartment/Townhouse Complex
   a. Mary Beth Growney Selene, was present to answer questions if needed.
   b. **Motion carried.**

B. **Board of Public Works**

C. **Park Commission**

D. **Library Board**

E. **Commission on Aging**

F. **Resource Conservation Commission**

G. **Transportation & Transit Commission**

H. **Community & Economic Development Authority**

I. **Agriculture & Rural Affairs Committee**

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

8. **STANDING COMMITTEE REPORTS**

A. **Finance Committee**

1. Stern reported that Finance reviewed a batch of bills **Under $25,000 or Previously Pre-Approved** General Checks 111596 through 111687 dated July 22, 2015 Total $410,478.49 as well as the P-Card Charges June 5, 2015 – July 4, 2015 Total $1,279.12

2. Motion by Stern, 2nd by Carpenter to approve **Bills for $25,000** or more batch Dated July 22, 2015 - $120,336.41
   a. **Motion carried.**

Gonzalez requested an update on non-payment of fees from the Fitchburg Days event. Stern answered questions and spoke regarding the discussion of the Finance Committee.

Recessed at 9:12 p.m. for 5 minutes.
Reconvened at 9:17 p.m.

3. Motion by Stern, 2nd by Hartmann to **approve** **Resolution R-62-15** Adopting Capital Improvement Program – 2016 through 2020 (Reviewed by the Plan Commission and the Board of Public Works & Finance Committee at their joint meeting).
   http://www.fitchburgwi.gov/DocumentCenter/Home/View/10986

Citizen Registrations

Registrants for amendment #3468 Lacy Road: Sam Cooke, Steve Racchini, Daniel Bahr, William Camperlino, JoAnn Russell, Mike Holmes, Paula Brown, Patrick Cheney, David Willborn.

Registrants for New Dog Park proposal: Judy Christie, Gretchen Crook, Austin Portz, Sue Seehafer, Laura Curtiss, Laura Portz, Amy Good, Lori Blahnik, Kogira Arida, and Erika Ryerson.

Amendments

16. #3468 Lacy Road – Carpenter, Postpone project to 2017 & 2018. Motion by Carpenter, 2nd by Stern to **approve** the amendment.
    a. Motion by Carpenter, 2nd by Gonzalez to amend to include $200,000 in 2017 and $4,000,000 in 2018. Roll call vote: Aye: Carpenter, Gonzalez, Hartmann, Johnson, Poole, Stern. Nays: Krause. Absent: Arata-Fratta. **Motion carried.**
    b. Motion by Hartmann, 2nd by Krause to amend to include $400,000 in 2016, and $5.65 million in 2017. Roll call vote: Ayes: Hartmann, Johnson, Krause. Nays: Carpenter, Gonzalez, Poole, Stern. Absent: Arata-Fratta. **Motion failed.**
    c. Roll call vote on main motion with approved amendment. Ayes: Carpenter, Gonzalez, Poole, Stern. Nays: Hartmann, Johnson, Krause. Absent: Arata-Fratta. **Motion carried.**

11:00 p.m. – Motion by Stern, 2nd by Poole to extend meeting for 1 hour. **Motion carried.**

17. #3468 Lacy Road – Poole, Restore to funding level of previously approved CIP - **Withdrawn**

18. #3468 Lacy Road – Stern, Discussion encouraged - **Withdrawn**

1. #1029 Library Solar-Stern-Change placement from roof to grounds; postpone to 2017. Motion by Stern, 2nd by Gonzalez to **approve** amendment.
    a. Motion Hartmann, 2nd by Poole to amend to keep $150,000 in 2016, and staff should explore the option of the array being installed on the ground. **Motion carried.**
    b. Vote on main motion as amended – **Motion carried.**

2. #1030 Logo Implementation-Johnson-Reduce funding by $90,000. Motion by Johnson. **Motion failed for lack of a 2nd.**

3. #1034 Anton Drive-Stern-Add back participation from outside entity. Motion by Stern, 2nd by Poole to **approve** amendment. **Motion carried**

4. #1710 FACtv Facility-Johnson-Remove purchase of Fitchburg Room. Motion by Johnson, 2nd by Hartmann to **approve** amendment. Roll call vote: Ayes: Hartmann, Johnson. Nays: Carpenter, Gonzalez, Krause, Poole, Stern. Absent: Arata-Fratta. **Motion failed.**

5. #2109 PD Mobile Video Cameras-Carpenter-Postpone 2016 portion of project to 2017. Motion by Carpenter, 2nd by Stern to **approve** amendment.
    a. Motion by Hartmann, 2nd by Johnson to amend to include $15,000 in 2016, and $21,000 in 2017. **Motion carried.**
    b. Vote on main motion as amended – **Motion carried.**

6. #2141 New Police Facility-Johnson-Accelerate land acquisition funding to 2017; reduce building cost. Motion by Johnson, 2nd by Stern to **approve** amendment.

12:00 a.m. – Motion by Stern, 2nd by Carpenter to extend the meeting 1 hour. **Motion carried.**

a. Motion by Stern, 2nd by Gonzalez to remove amendment from the CIP. Roll call vote: Ayes: Carpenter, Gonzalez, Poole, Stern. Nays: Hartmann, Johnson, Krause. Absent: Arata-Fratta. **Motion carried.**

b. Roll call vote on main motion as amended: Ayes: Carpenter, Gonzalez, Poole, Stern. Nays: Hartmann, Johnson, Krause. Absent: Arata-Fratta. **Motion carried.**

7. #2141 New Police Facility-Arata-Fratta-Referendum; Postpone to next CIP - **Withdrawn**

8. #2141 New Police Facility-Carpenter-Postpone to future CIP - **Withdrawn**

9. #2141 New Police Facility-Poole-Referendum; reduce total cost to $19M; split cost evenly on 2020 & 2021 - **Withdrawn**

10. #2141 New Police Facility-Stern-Referendum; reduce cost to $12M - **Withdrawn**

11. #3319 Street Resurfacing-Arata-Fratta - Motion by Stern, 2nd by Hartmann to **approve** amendment.
    a. Motion by Gonzalez, 2nd by Carpenter to amend to include $785,000 in 2016, $900,000 in 2017, $790,000 in 2018, $980,000 in 2019, and $790,000 in 2020. Roll call vote: Ayes: Carpenter, Gonzalez, Johnson, Poole. Nays: Hartmann, Krause, Stern. Absent: Arata-Fratta. **Motion carried.**
    b. Roll call vote on main motion as amended. Ayes: Carpenter, Gonzalez, Poole, Stern. Nays: Hartmann, Johnson, Krause. Absent: Arata-Fratta. **Motion carried.**

12. #3319 Street Resurfacing – Poole, Restore to funding level of previously approved CIP – **Withdrawn**

13. #3319 Street Resurfacing – Stern, Reduce funding to $1.3M 2016; $850K each year following **Withdrawn**

14. #3367 Syene Road – Stern, Remove navigability of waterway. Motion by Stern, 2nd by Gonzalez to **approve** amendment. Roll call vote: Ayes: Carpenter, Gonzalez, Poole, Stern. Nays: Hartmann, Johnson, Krause. Absent: Arata-Fratta. **Motion carried.**

1:00 a.m. – Motion by Poole, 2nd by Johnson to extend meeting ½ hour. Roll call vote: Ayes: Hartmann, Johnson, Krause, Poole, Stern. Nays: Carpenter, Gonzalez. **Motion carried.**

15. #3450 Traffic Calming – Carpenter, Remove 2016 portion of project. Motion by Carpenter, 2nd by Stern to **approve** amendment**.** Roll call vote: Ayes: Carpenter, Gonzalez, Hartmann, Johnson. Nays: Krause, Poole, Stern. Absent: Arata-Fratta. **Motion carried.**

19. #3486 Sidewalk & Path Maintenance – Poole, Remove project. Motion by Poole, 2nd by Gonzalez to **approve** amendment. After some discussion, Poole **withdrew** the amendment.

20. #4631 Water main Loop to NEN – Johnson, Postpone to future CIP. Motion by Johnson, 2nd by Poole to **approve** amendment. **Motion failed.**

21. #4631 Water main Loop to NEN – Stern, Accelerate to 2018 & 2019. Motion by Stern, 2nd by Poole to **approve** amendment. **Motion carried**

22. #6212 McKee Lights – Johnson, Reduce funding of skating rink lights to $11,500. Motion by Johnson, 2nd by Hartmann to **approve** amendment. **Motion carried**

23. #6261 Nine Springs Golf Course – Johnson, Reduce funding to $60K; add language to justification **Withdrawn**

24. #6351 Senior Center Furnishings – Carpenter, Postpone 2016 project to 2020. Motion by Carpenter, 2nd by Gonzalez to **approve** amendment.
    a. Motion by Krause, 2nd by Poole to amend to include $14,000 in 2016 and $5,000 in 2018. **Motion carried.**
    b. Vote on main motion as amended – **Motion carried.**

25. NEW – Dog Park – Stern, Add new dog park project. Motion by Stern, 2nd by Gonzalez to **approve** amendment.
    a. Motion by Carpenter, 2nd by Gonzalez to call the question. Motion carried.
    b. Voice vote on main motion. **Motion carried.**

Motion by Gonzalez, 2nd by Carpenter to extend the meeting 15 minutes. Motion carried.

Motion by Stern, 2nd by Carpenter to **approve as amended Resolution R-62-15** Adopting Capital Improvement Program – 2016 through 2020. Roll call vote: All Ayes. (Absent: Arata-Fratta)

8. **STANDING COMMITTEE REPORTS**
    A. **Finance Committee**
        4. Motion by Stern, 2nd by Carpenter to **approve Resolution R-72-15** Authorizing Approval of the Microsoft Enterprise License Agreement Renewal
            a. **Motion carried.**

    B. **Personnel Committee**

    C. **Public Safety & Human Services**
        1. Motion by Poole, 2nd by Gonzalez to **Table to September 8th Ordinance 2015-O-23** An Ordinance Amending Chapter 70, Section 70-309 Forfeiture Schedule ***(Finance)***
            a. Poole presented an update of the Public Safety Committee. It has been requested that the judge appear before the Council at the August 25th meeting to discuss items related to this ordinance.
            b. **Motion carried.**

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

    B. Alder District Reports

10. **UNFINISHED BUSINESS** - None

11. **NEW BUSINESS** - None

12. **ANNOUNCEMENTS**
    A. Next Common Council Meeting, August 11, 2015
    B. Next Committee of the Whole Meeting, August 26, 2015

13. Motion by Carpenter, 2nd by Poole to **adjourn.**
    A. **Motion carried.** Time: 1:36 a.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 by Mayor to:

Date Referred**: August 11, 2015** Ordinance Number:
Date to Report Back**: August 25, 2015** Resolution Number: **R-83-15**

Sponsored by: Mayor Arnold Drafted by: Dodge

TITLE: **AMENDING 2015 CAPITAL PROJECTS, CEDA, AND GENERAL FUND BUDGETS**

Background:

There are three budget amendments included in the resolution:

1) Lacy Road Design Costs – funded by additional debt (budget amendment previously acknowledged by Board of Public Works; contract previously approved by BPW and Council)
2) Fitchburg Ag Route (FAR) Signage – funded by County grant and CEDA (use of funds previously approved by CEDA)
3) City Hall Campus Signage – funded by library capital campaign funds and excess funds from a different Senior Center project

Staff memos are included to provide additional details on each of the proposed budget amendments.

According to Sec. 10-47(c), a 2/3 vote of the council is required when an amendment alters total revenue and expenditures in any particular fund.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Finance Committee	Dodge	August 25, 2015	
2	Library Board	Rawson	August 19, 2015	
3				
4				

Amendments:

__x__ EXHIBITS NEED TO BE ATTACHED TO RESOLUTION/ORDINANCE

City of Fitchburg
Budget Amendments Presented to Council
8/25/2015

		2015 Adopted Budget	Proposed Amendment	2015 Amended Budget
400-4903-468	DEBT-LACY RD COMM CTR TO SYENE	$ 300,000	$ 389,633	$ 689,633
400-5733-468	LACY RD COMM CTR TO SYENE RD	$ 300,000	$ 389,633	$ 689,633
Subtotal Lacy Road Design Contract		$ 600,000	$ 779,266	$ 1,379,266
100-5630-345	PUBLIC INFORMATION & EDUCATION	$ 900	$ 5,240	$ 6,140
100-4377-100	MISC GRANTS	$ (19,578)	$ (2,620)	$ (22,198)
100-4922-225	TRANSFER FROM CEDA	$ 50,141	$ 2,620	$ 52,761
225-5922-100	TRANSFER TO GENERAL FUND	$ (51,641)	$ (2,620)	$ (54,261)
225-5610-391	OTHER PROMOTIONAL EXPENSES	$ 49,821	$ (120)	$ 49,701
Subtotal FAR Signage		$ 29,643	$ 2,500	$ 32,143
400-5711-030	LOGO IMPLEMENT & WAYFINDING	$ 10,000	$ 14,110	$ 24,110
400-5716-351	SR CTR/COMM CTR FURNISHINGS	$ 40,000	$ (4,404)	$ 35,597
400-4981-030	INTER-PROJ TRANS #1030	$ -	$ 14,110	$ 14,110
400-5991-010	TRX OUT #1010 TO OTHER PROJ	$ -	$ (9,706)	$ (9,706)
400-5996-351	TRX OUT #6351 TO OTHER PROJ	$ -	$ (4,404)	$ (4,404)
Subtotal Campus Signage Project		$ 50,000	$ 9,706	$ 59,706

	Revenue Changes	Expenditure Changes	Use of Fund Balance
General Fund	$ 5,240	$ 5,240	$ -
CEDA Fund	$ -	$ 2,500	$ (2,500)
Capital Projects Fund	$ 403,743	$ 413,449	$ (9,706)
	$ 408,983	$ 421,189	$ (12,206)

Memo

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

To:	Fitchburg Common Council, Mayor, and Finance Committee
From:	Cory Horton, Director of Public Works/City Engineer
Date:	July 27, 2015
Subject:	Budget Amendment for Lacy Road Project

The design contract for the Lacy Road project with Mead and Hunt was recommended for approval at the June 1, 2015 Board of Public Works and June 9, 2015 by Common Council. The base design fee is $655,018 and additional “if authorized” costs were $34,615 – for a total not to exceed design fee of $689,633.

During the Board of Public Works approval, the Board discussed the current budget of $300,000 and discussed that Finance would need to approve a 2015 budget amendment to cover the current design costs of $689,633.

Therefore, a budget amendment in the amount of $389,633 is needed to cover the additional design costs. This additional funding would come from borrowing for the project.

The capital project is #3468

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

Date: July 21, 2015
To: Misty Dodge
From: Michael Zimmerman
Subject: CEDA Funds for Fitchburg Ag Bike Tour Signage

In the 2014 CEDA budget, $2,500 was approved for the Fitchburg Ag Bike Tour Signage. The funds were never disbursed in 2014 as they were working on final design details. In 2015, Wade Thompson is requesting at the July 23, 2015 meeting an additional $120 is needed to purchase the signage for a total cost of $2,620. The $120 will be used to purchase photos to be used on the signs. Please make the appropriate transfer and budget amendment from CEDA account number 225-5922-100 to the general fund account number 100-5630-345 for the purchase of the signage. I have included a copy of the 2014 for your reference along with the 2015 CEDA request for the additional funds.

PLEASE RETURN COMPLETED FORM TO:

Mr. Mike Zimmerman, Economic Development Director
c/o City of Fitchburg
5520 Lacy Road
Fitchburg WI 53711
(608) 270-4245
michael.zimmerman@city.fitchburg.wi.us

CITY OF FITCHBURG
ROOM TAX FUNDING REQUEST

Included with this application must be a Financial Report for your organization.
A Summary Report must be submitted to the Fitchburg Community and Economic Development Authority within thirty (30) days of your event.

Request Date: July 23, 2015

Organization: City of Fitchburg Planning and Zoning Department on behalf of the City Agriculture and Rural Affairs Committee

Mission Statement: The City's Agriculture and Rural Affairs Committee oversees various agricultural issues in the City as well as other issues affecting the City's rural areas and its residents.

Board/Committee Members: Ed Kinney, Roger Cohee, Tony Hartmann, Bill Horns, Tom O'Brien, Tom Thrall, and George Vroman

Contact Information
Name(s): Wade Thompson, Resource/Project Planner, City of Fitchburg Planning and Zoning Department

Mailing Address: 5520 Lacy Road, Fitchburg, WI 53711
(Please include City, State, and Zip Code)

Phone Number(s): 608.270.4258 Fax Number(s): _____

E-Mail Address(es): wade.thompson@fitchburgwi.gov

Event
Date(s): . Time: _____ Location: Badger State Trail

Description of Activity: The City's Agriculture and Rural Affairs Committee is in the initial stages of exploring the feasibility of "developing" the Badger State Trail corridor, as it runs through the southern half of the City, for diverse agricultural-related uses and enterprises. The Committee has developed an interpretive trail sign proposal to begin to create an identity for this corridor, known as the Fitchburg Agriculture Route (FAR).

Targeted Audience: City of Fitchburg residents and City visitors/tourists Projected Audience: City of Fitchburg residents and City visitors/tourists

Requested Amount: $120.00 Specific Use of Funds: Fitchburg Agriculture Route (FAR) Interpretive Signs - CEDA has already allocated $2,500 towards the FAR signs. Dane County, through their Partners in Recreation and Conservation (PARC) Program has allocated matching funds. The additional requested amount of $120.00 will be used to cover costs to buy photos to be used in sign design. The photo cost was not identified in the initial bid submitted by the sign designer.

How does this request fulfill the guidelines of City Ordinance 2.17(19)(f) ". . . the hotel room tax retained by the Authority shall be utilized for marketing, tourism, and promotion development activities . . .": "Development" of the Fitchburg Agriculture Route (FAR), could potentially enhance the City's identify and draw both tourists and new agriculture-related enterprises to the City. The interpretive signs are an initial step in FAR "development". As the Chamber positions the City to be a destination for biking enthusiasts, there is potential for this tourist attraction to generate hotel room night stays.

Office Use Only
Date Received: _____ Date Denied: _____

Date Granted: _____ Reason for Denial: _____

Financial Report Received: _____ Date: _____

Summary Report Received: _____ Date: _____

2014 Budget
CEDA FUND 225

Account #	Account Title	Usual Expenditures for this Account	Detail of Proposed Expenditures
		CONTRACTUAL SERVICES	
-245	Computer Related Repairs & Maintenance	Includes any maintenance agreements, Time/Materials charges for either Hardware or Software repairs, enhancements or replacement.	**Zoom Prospector Maintenance $1000** **Business Link Maintenance $700** **Civics Plus Header Page $920** **(30% FUNDS)** **2013 $1700 2014 $2620**
		OPERATING SUPPLIES & EXPENSE	
-320	Publications, Subscriptions & Dues	Professional Organization dues, reference materials or publications	**Fitchburg CVBB Dues $1300** **Greater Madison Chamber Dues $250** **MadREP Dues $1975** **BioFoward Dues $750** **SMBA Dues $160** **WIN Dues $2500** **2013 6935 2014 $6935**
-325	**Training & Staff Development -** Staff Development includes City Sponsored In-Service or other on-site training.	Training for departmental employees, including local meetings, state sponsored programs, professional association seminars or conferences as required or approved. ***Detail of this account to be submitted with budget proposal.***	**IEDC Conference $0** **(30% FUNDS)** **2013 $3000 2014 $0**
-345	Public Information & Education	Includes newsletter or other public education printing, mailing costs; crime prevention program materials, fire prevention program materials	**Fitchburg Chamber Guide Ad $1265** **FTN Marketing Material $3500** **In Business Advertising $1000** **2014 Bio Conference (San Diego) $6500** **2013 $12200 2014 $12265**
-360	Business Appreciation Luncheon	Annual Business Appreciation Program for Fitchburg Businesses includes annual luncheon	**Luncheon Speaker $3000** **Expenses (stage, decorations, flowers) $1000** **Promotional Items $1000** **Invitations $1800** **Food and Beverages $6300** **(30% FUNDS)** **2013 $13100 2014 $13100**
-388	Room Tax Payment to **MASC**	70% of 1% per agreement	**2013 $31500 2014 $32433**
-389	Room Tax Payment to **GMCVB**	Disbursement of 10% of the 70% of the hotel room tax mandated by State for tourism and marketing per investment agreement	**2013 $15750 2014 $16217**
-390	Room Tax Payment to **FCVBB**	Disbursement of 30% of hotel room tax revenue to Fitchburg Chamber Visitor and Business Bureau	**2013 $67680 2014 $69500**

2014 Budget
CEDA FUND 225

-391	**Eligible** Promotional Expenses	Other Promotional and marketing activities, projects and expenses	**Stem Cell Sponsorship** **$1000** **BioEthics Sponsorship** **$2500** **Human Proteomics** **$1000** **Madison Jazz Society Sponsorship** **$1000** **Fitchburg Days Sponsorship** **$12000** **Taste of Fitchburg Sponsorship** **$1000** **City in Motion Implementation** **$13077** **Bioscience Vision Summit Sponsorship** **$1500** **SMBA Business Expo** **$50** **Hickory Knoll Events** **$2500** **Event Sponsorships/Advertising** **$10000** **Promotional Items: (pens, bags etc)** **$3000** **(70% FUNDS)** **2013 $60675** **2014 $48627**
225-5922-100 Transfer to General Fund			**Marketing Salary Allocation** **$41,680** **Fitchburg Ag Bike Tour Signage** **$2500** **2013 $42,440** **2014 $44,180**
-392 Other Promotional Expenses			**Holiday Lighting** **$1054** **Memorial Day Observance** **$600** **(30% FUNDS)** **2013 -0-** **2014 $1654**
-393 Signage Improvements – from designated fund balance for signs			**Balance in Account** **2014 $92,728**
-394 – Sports Related Promotional Expense			**New for 2014 – to segregate 30% funding of the 1% Room Tax** **2014 $13,900**
Total CEDA Budget			**2013 $254,980** **2014 $354,159**

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

Date: July 24, 2015
To: Finance Committee
Cc: Misty Dodge, Finance Director
Mike Zimmerman, Economic Development Director
Wendy Rawson, Library Director
From: Jill McHone, Senior Center Director
Subject: City Signage

Over a year ago, when the City formed a committee to explore campus signage and way finding, there were no budget figures available. An estimate for this expense was included in CIP Project #1030 (Logo Implementation & Wayfinding Signs). Unfortunately bids came in higher than anticipated. Signage on the Senior/Community Center and on the Library is critical, particularly for our program participants. We would like to ensure the project continues to move forward.

The total cost of the city campus building sign project is $22,215. Below is a breakdown of how this expense is projected to be funded:

CIP Project #1010 – Library Capital Campaign	$9,706.00
CIP Project #6351 – Senior Center/Community Center Furnishings	$4,403.50
CIP Project #1030 – Logo Implementation & Wayfinding Signage	$8,105.50
Total Project	$22,215.00

The Library Capital Campaign was created and funded during the construction of the new library building. This signage project is believed to be a good use of remaining funds. With this transfer, the Library Capital Campaign would pay for all costs associated with the signage on the Library.

The remaining balance in Project #6351 is due to the expense of the acoustic panel installation in the Oak Hall room coming in under budget. $20,000 was allocated. The expense totaled $15,240. With this transfer, the Senior Center project would pay for the lettering on the lower level of the building.

We request that a budget amendment and project fund balance transfer be authorized as described above.

Mayor Steve Arnold
Introduced By

Misty Dodge
Drafted By

Finance, Library
Referred to

August 11, 2015
Date

RESOLUTION R-83-15
AMENDING 2015 CAPITAL PROJECTS, CEDA, AND GENERAL FUND BUDGETS

WHEREAS, the City Council, as recommended by the Board of Public Works, approved the design contract for the Lacy Road project with Mead and Hunt that was over the current budget; and

WHEREAS, the Fitchburg Agricultural Route (FAR) signage project was included in the 2014 budget as funded by the Community Economic Development Authority (CEDA) and a grant from the County but was not completed until 2015; and

WHEREAS, CEDA has reviewed the FAR signage project and approved the transfer of funds in 2015; and

WHEREAS, the bids for the City Hall campus signage and way finding project were higher than expected; and

WHEREAS, the bids for the acoustic panel installation in the Oak Hall room at the Senior Center were lower than expected; and

WHEREAS, the Library Board has reviewed the signage and approved the budget amendment to pay for the Library signage out of the capital campaign;

NOW THEREFORE, BE IT RESOLVED by the Fitchburg City Council that it hereby amends the 2015 Capital Projects Fund, CEDA Fund, and General Fund budgets as attached.

Adopted this _____ day of _____, 2015.

_____
Patti Anderson, City Clerk

_____
Stephen L. Arnold, Mayor

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred**: August 11, 2015** Ordinance Number:
Date to Report Back**: August 25, 2015** Resolution Number: R-84-15

Sponsored by: Drafted by: Public Works

TITLE: A RESOLUTION ACCEPTING THE 2014 COMPLIANCE MAINTENANCE ANNUAL REPORT FOR THE WASTEWATER COLLECTION SYSTEM

Background:
The Fitchburg Utility District No. 1 is required under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources (DNR) to file a Compliance Maintenance Annual Report (CMAR) annually with the DNR. The DNR requires this report be reviewed and adopted by resolution by the governing body.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	August 17, 2015	
2				
3				
4				

Amendments:

Compliance Maintenance Annual Report

Fitchburg City Utility District 1

Last Updated: 8/6/2015 Reporting For: 2014

Financial Management

1. Provider of Financial Information

Name: Tracy M. Foss

Telephone: (608)270-4272 (XXX) XXX-XXXX

E-Mail Address (optional): tracy.foss@fitchburgwi.gov

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

- ● Yes (0 points)
- ○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?

Year: 2012

- ● 0-2 years ago (0 points)
- ○ 3 or more years ago (20 points)
- ○ N/A (private facility)

2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

- ● Yes (0 points)
- ○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year: 2014

- ○ 1-2 years ago (0 points)
- ○ 3 or more years ago (20 points)
- ● N/A

If N/A, please explain:

Do not have equipment replacement fund.

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR		$	0.00
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)		$	0.00
3.2.3 Adjusted January 1st Beginning Balance		$	0.00
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	$	0.00
3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)	-	$	0.00
3.2.6 Ending Balance as of December 31st for CMAR Reporting Year		$	0.00

Compliance Maintenance Annual Report

Fitchburg City Utility District 1

Last Updated: 8/6/2015 Reporting For: 2014

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

The Utility purchases equipment through budgeting (ie. trucks). They do not have an equipment replacement fund.

3.3 What amount should be in your Replacement Fund? $ 0.00

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the HELP link under Info in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- ● Yes
- ○ No

If No, please explain.

The Utility purchases equipment through budgeting (ie. trucks). They do not have an equipment replacement fund.

0

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- ● Yes - If Yes, please provide major project information, if not already listed below.
- ○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Possible extension of the Woods Hollow Interceptor	50,000	2018
2	Possible extension of Seminole Hwy Interceptor	200,000	2016

5. Financial Management General Comments

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Fitchburg City Utility District 1

Last Updated: 8/6/2015 Reporting For: 2014

Sanitary Sewer Collection Systems

1. CMOM Program

1.1 Do you have a Capacity, Management, Operation & Maintenance (CMOM) requirement in your WPDES permit?

- ○ Yes
- ● No

1.2 Did you have a documented (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance (O&M) or CMOM program last calendar year?

- ● Yes (Continue with question 1)
- ○ No (30 points) (Go to question 2)

1.3 Check the elements listed below that are included in your O&M or CMOM program.

☒ Goals

Describe the specific goals you have for your collection system:

To provide a well maintained, reliable sanitary sewer collection system with adequate capacity.

☒ Organization

Do you have the following written organizational elements (check only those that apply)?

- ☒ Ownership and governing body description
- ☒ Organizational chart
- ☒ Personnel and position descriptions
- ☒ Internal communication procedures
- ☐ Public information and education program

☒ Legal Authority

Do you have the legal authority for the following (check only those that apply)?

- ☒ Sewer use ordinance Last Revised Date (MM/DD/YYYY) 3/08/2011
- ☐ Pretreatment/industrial control Programs
- ☒ Fat, oil and grease control
- ☒ Illicit discharges (commercial, industrial)
- ☒ Private property clear water (sump pumps, roof or foundation drains, etc.)
- ☐ Private lateral inspections/repairs
- ☐ Service and management agreements

☒ Maintenance Activities (provide details in question 2)

☒ Design and Performance Provisions

How do you ensure that your sewer system is designed and constructed properly?

- ☒ State plumbing code
- ☒ DNR NR 110 standards
- ☒ Local municipal code requirements
- ☒ Construction, inspection, and testing
- ☐ Others:

☒ Overflow Emergency Response Plan:

Does your emergency response capability include (check only those that apply)?

- ☐ Alarm system and routine testing
- ☒ Emergency equipment
- ☒ Emergency procedures
- ☐ Communications/notifications (DNR, internal, public, media, etc.)

☒ Capacity Assurance:

How well do you know your sewer system? Do you have the following?

- ☒ Current and up-to-date sewer map
- ☒ Sewer system plans and specifications

- ☒ Manhole location map
- ☐ Lift station pump and wet well capacity information
- ☐ Lift station O&M manuals

Within your sewer system have you identified the following?

- ☒ Areas with flat sewers
- ☐ Areas with surcharging
- ☐ Areas with bottlenecks or constrictions
- ☐ Areas with chronic basement backups or SSOs
- ☒ Areas with excess debris, solids, or grease accumulation
- ☒ Areas with heavy root growth
- ☐ Areas with excessive infiltration/inflow (I/I)
- ☒ Sewers with severe defects that affect flow capacity
- ☒ Adequacy of capacity for new connections
- ☐ Lift station capacity and/or pumping problems

☒ Annual Self-Auditing of your O&M/CMOM Program to ensure above components are being implemented, evaluated, and re-prioritized as needed

☐ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Managment Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	33.3	% of system/year
Root removal	1	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	10	% of system/year
Manhole inspections	33.3	% of system/year
Lift station O&M	0	# per L.S./year
Manhole rehabilitation	0	% of manholes rehabbed
Mainline rehabilitation	0	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year
Private sewer I/I removal	0	% of private services

Please include additional comments about your sanitary sewer collection system below:

We do not have problems for items not checked under "Within your system have you identified the following."

3. Performance Indicators

Compliance Maintenance Annual Report

Fitchburg City Utility District 1

Last Updated: 8/6/2015 Reporting For: 2014

3.1 Provide the following collection system and flow information for the past year.

35.31	Total actual amount of precipitation last year in inches
34.48	Annual average precipitation (for your location)
55	Miles of sanitary sewer
0	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
0	Number of basement backup occurrences
0	Number of complaints
1.78	Average daily flow in MGD (if available)
	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

NaN	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.00	Basement backups (number/sewer mile)
0.00	Complaints (number/sewer mile)
0.0	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **				
	Date	Location	Cause	Estimated Volume (MG)
None reported				

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- ○ Yes
- ● No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- ○ Yes
- ● No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

No changes.

5.4 What is being done to address infiltration/inflow in your collection system?

Compliance Maintenance Annual Report

Fitchburg City Utility District 1

Last Updated: 8/6/2015

Reporting For: 2014

The City televises 10% of the system each year. The Utility lines sewer pipes and grout seals manholes with I/I issues when discoved.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Fitchburg City Utility District 1

Last Updated: 8/6/2015 Reporting For: 2014

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4				

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

Compliance Maintenance Annual Report

Fitchburg City Utility District 1

Last Updated: 8/6/2015 Reporting For: 2014

Resolution or Owner's Statement

Name of Governing Body or Owner: Fitchburg Utility District No. 1

Date of Resolution or Action Taken: 8/11/15

Resolution Number: R-84-15

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F. Regardless of grade, required for Collection Systems if SSOs were reported):

Financial Management: Grade = A

Collection Systems: Grade = A

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4

Stephen L. Arnold
Introduced by

Public Works
Drafted by

Board of Public Works
Committee

August 11, 2015
Date

RESOLUTION R-84-15

A RESOLUTION ACCEPTING THE 2014 COMPLIANCE MAINTENANCE ANNUAL REPORT FOR THE WASTEWATER COLLECTION SYSTEM CITY OF FITCHBURG, WISCONSIN

WHEREAS, it is a requirement under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for its wastewater collection system under Wisconsin Administrative Code NR 208; and

WHEREAS, it is necessary to acknowledge that the governing body has reviewed the CMAR; and

WHEREAS, it is necessary to provide recommendations or an action response plan for all individual CMAR section grades of "C" or less and/or an overall grade point average; and

WHEREAS, the City of Fitchburg's collection system received a grade of "A" for all individual CMAR sections and no recommendations or action response plan is required at this time; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Fitchburg that it approves the CMAR for the wastewater collection system.

Adopted by the Common Council of the City of Fitchburg this ___ day of August 2015.

Approved By:_____
Stephen L. Arnold, Mayor

Attested By:_____
Patti Anderson, City Clerk

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred: July 14, 2015 Ordinance Number: **2015-O-24**
Date to Report Back**: August 11, 2015** Resolution Number:

Sponsored by: Mayor Drafted by: Planning / Zoning

TITLE: ZONING ORDINANCE AMENDMENT APPROVING REZONING REQUEST RZ-2067-15 BY TRACI DALSIN, AGENT FOR SO NESBITT LLC, TO REZONE PROPERTY ADDRESSED AS 6250 NESBITT ROAD, LOT 2 CSM 13244, FROM THE B-G (GENERAL BUSINESS) TO THE B-H (HIGHWAY BUSINESS) DISTRICT

Background: Rezone/Conditional Use Permit request RZ/CU-2067-15 by Traci Dalsin, agent for SO Nesbitt LLC, to rezone property addressed as 6250 Nesbitt Road from the B-G (General Business) District to the B-H (Business Highway) District and a conditional use permit to allow for light manufacturing and food/drink uses in the existing building.

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

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

Amendments:

Plan Commission
Initiated by

Planning/Zoning
Drafted by

July 21, 2015
Date

ORDINANCE NO. 2015-O-24

ZONING ORDINANCE AMENDMENT
APPROVING REZONING REQUEST RZ-2067-15 BY TRACI DALSIN, AGENT FOR SO NESBITT LLC, TO REZONE PROPERTY ADDRESSED AS 6250 NESBITT ROAD, LOT 2 CSM 13244, FROM THE B-G (GENERAL BUSINESS) TO THE B-H (HIGHWAY BUSINESS) DISTRICT.

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

WHEREAS, the Plan Commission of the City has recommended approval of the rezoning request RZ-2067-15, submitted by Traci Dalsin, agent for SO Nesbitt LLC, with conditions, following a public hearing held on July 21, 2015,

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

(1) The Zoning district maps of the City of Fitchburg shall be amended to include in the B-H (Highway Business) District, property at 6250 Nesbitt Road, more fully described as:

Lot 2 CSM 13244

(2) No other permit or approval is waived or deemed satisfied except for the approval provided herein.
(3) Applicant recognizes that th existing office use will be brought into a state of noncompliance with this rezoning.

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

_____
Patti Anderson, City Clerk

Approved: _____

_____
Stephen L. Arnold, Mayor

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred: **6/9/2015** Ordinance Number:
Date to Report Back**: 8/11/2015** Resolution Number: **R-65-15**

Sponsored by: Mayor Drafted by: Planning / Zoning

TITLE: Release of Utility Rights in Platted and Dedicated Right-of-Way for Bud's Drive and a Portion of Marketplace Drive

Background: For the possible Sub-Zero expansion to occur in Fitchburg, they are requesting to discontinue (i.e. vacate) Bud's Drive and the portion of Marketplace Drive that is west of the Badger Trail. This resolution releases city utility rights in the current corridors.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Plan Commission	Hovel/Badtke	July 21, 2015	Approved
2	Board of Public Works	Horton	August 3, 2015	Tabled, No Action Taken

Amendments:

RELEASE OF UTILITY RIGHTS IN PLATTED and DEDICATED RIGHT-OF-WAY

Legal Description: See Exhibit A

Recording Area

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

Parcel Number:
060908285752

1. The undersigned, hereby releases all right, title and interest which it may have in a certain public utility rights in dedicated right-of-ways of Bud's Drive and the portion of Marketplace Drive west of the Badger Trail, more particularly described as parcels 1 through 3 in Exhibit A.

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

Dated this ____ day of _____, 2015.

_____
Stephen L. Arnold, Mayor

_____
Patti Anderson, City Clerk

STATE OF WISCONSIN

COUNTY OF DANE

The forgoing instrument was acknowledged before me on this ____ day of _____, 2015, by the above-named Stephen L. Arnold and Patti Anderson to me known to be the Mayor and City Clerk (respectively) of the City of Fitchburg and the persons who executed and acknowledged the foregoing instrument, being duly authorized to do so.

_____
Notary Public, State of Wisconsin

_____
Printed Name of Notary Public

My commission expires:_____.

This documents is authorized by Resolution R-65-15 adopted on _____,20__.
This document was drafted by the Planning Department, City of Fitchburg.

EXHIBIT A

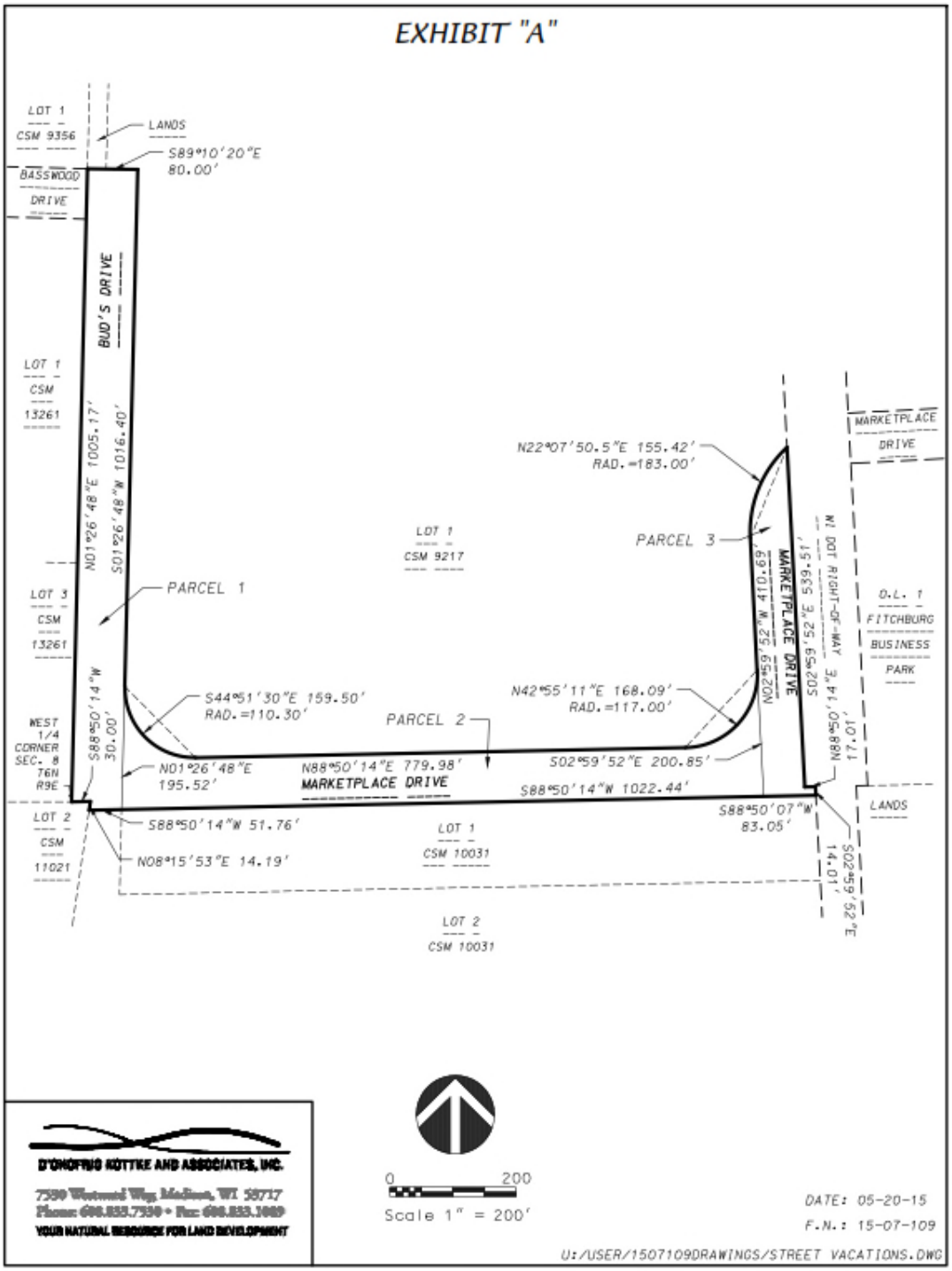
LEGAL DESCRIPTIONS OF STREET TO BE DISCONTINUED
And which Utility Rights are being released

Parcel 1:
All of Bud's Drive located in the SW1/4 of the NW1/4 of Section 8, T9N, R8E, City of Fitchburg, Dane County, Wisconsin to-wit: Beginning at the West 1/4 corner of said Section 8; thence N01°26'48"E, 1005.17 feet; thence S89°10'20"E, 80.00 feet; thence S01°26'48"W, 1016.40 feet; thence S88°50'14"W, 51.76 feet; thence N08°15'53"E, 14.19 feet; thence S88°50'14"W, 30.00 feet to the point of beginning. Containing 81,008 square feet (1.860 acres).

Parcel 2:
A portion Marketplace Drive located in the SW1/4 of the NW1/4 of Section 8, T9N, R8E, City of Fitchburg, Dane County, Wisconsin to-wit: Commencing at the West 1/4 corner of said Section 8; thence N88°50'14"E, 30.00 feet; thence S08°15'53"W, 14.19 feet; thence N88°50'14"E, 51.76 feet to the point of beginning; thence N01°26'48"E, 195.52 feet to a point of curve; thence southeasterly along a curve to the left which has a radius of 110.30 feet and a chord which bears S44°51'30"E, 159.50 feet; thence N88°50'14"E, 779.98 feet to a point of curve; thence northeasterly along a curve to the left which has a radius of 117.00 feet and a chord which bears N42°55'11"E, 168.09 feet; thence S02°59'52"E, 200.84 feet; thence S88°50'14"W, 1022.44 feet to the point of beginning. Containing 87,605 square feet (2.011 acres).

Parcel 3:
A portion Marketplace Drive located in the SW1/4 of the NW1/4 of Section 8, T9N, R8E, City of Fitchburg, Dane County, Wisconsin to-wit: Commencing at the West 1/4 corner of said Section 8; thence N88°50'14"E, 30.00 feet; thence S08°15'53"W, 14.19 feet; thence N88°50'14"E, 1074.20 feet to the point of beginning; thence N02°59'52"W, 410.69 feet to a point of curve; thence northeasterly along a curve to the right which has a radius of 183.00 feet and a chord which bears N22°07'50"E, 155.42 feet; thence S02°59'52"E, 539.51 feet; thence N88°50'14"E, 17.01 feet; thence S02°59'52"E, 14.01 feet; thence S88°50'01"W, 83.05 feet to the point of beginning. Containing 33,871 square feet (0.778 acres).

EXHIBIT B—MAP OF STREETS and UTILITY RIGHTS TO BE DISCONTINUED



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Common Council Initiated By	Thomas D. Hovel Drafted By
Plan Commission Public Works Refer to	5/29/2015 rev. 6/18 Date

RESOLUTION NO. R-65-15
Release of Utility Rights in Platted and Dedicated Right of Way for Bud's Drive and a Portion of Marketplace Drive

WHEREAS, Certified Survey Map No. 9217, recorded in Volume 52 of Certified Survey Maps, pages 96-99, as Document No. 3085565, created roadways on said Certified Survey Map known as Bud's Drive, and part of Marketplace Drive, and

WHEREAS, the sections of streets are an improved public roadway are more fully described in Exhibits A and B, and

WHEREAS, it is in the public interest to discontinue one section of Marketplace Drive (identified as parcel 2 in Exhibit A), and

WHEREAS, With the street discontinuance it is appropriate to for the Fitchburg Utility and the City of Fitchburg to release any rights they may have for utility construction in such right-of ways.

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Fitchburg, Dane County, Wisconsin does ordain as follows:

(A) That the Utility rights in the portion of Marketplace, more fully described as parcel 2 in Exhibit A and B, is hereby released.
(B) That the Mayor and Clerk are hereby authorized to execute the necessary release documents to affect this resolution upon satisfaction of all conditions.
(C) A fully executed agreement, to be recorded, having the replacement roads and utility easements with the city of Fitchburg is concluded prior to the signing and recording of the release document(s). The release of rights identified herein only takes effect upon the recording of the agreement and any required additional utility easements.
(D) Due to discontinuance of street segments authorized by Resolution R-66-15, the applicant shall provide easements for existing public water main identified as parcels 1 and 3 in Exhibits A and B.

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

_____
Patti Anderson, City Clerk

Approved: _____ _____
Stephen L. Arnold, Mayor

EXHIBIT A

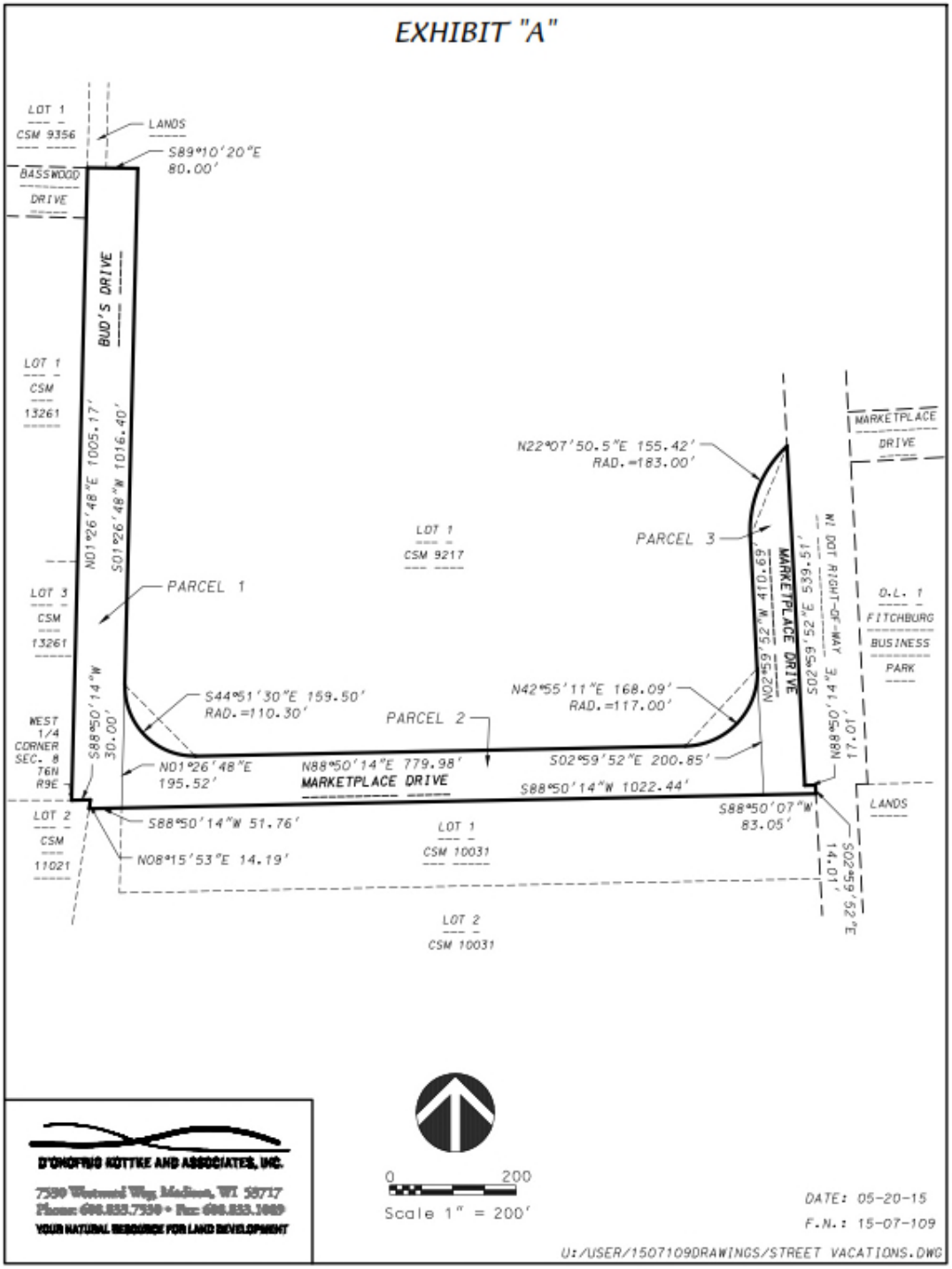
LEGAL DESCRIPTIONS OF STREET TO BE DISCONTINUED
Utility Rights are being released for Parcel 2 only.

Parcel 1:
All of Bud's Drive located in the SW1/4 of the NW1/4 of Section 8, T9N, R8E, City of Fitchburg, Dane County, Wisconsin to-wit: Beginning at the West 1/4 corner of said Section 8; thence N01°26'48"E, 1005.17 feet; thence S89°10'20"E, 80.00 feet; thence S01°26'48"W, 1016.40 feet; thence S88°50'14"W, 51.76 feet; thence N08°15'53"E, 14.19 feet; thence S88°50'14"W, 30.00 feet to the point of beginning. Containing 81,008 square feet (1.860 acres).

Parcel 2:
A portion Marketplace Drive located in the SW1/4 of the NW1/4 of Section 8, T9N, R8E, City of Fitchburg, Dane County, Wisconsin to-wit: Commencing at the West 1/4 corner of said Section 8; thence N88°50'14"E, 30.00 feet; thence S08°15'53"W, 14.19 feet; thence N88°50'14"E, 51.76 feet to the point of beginning; thence N01°26'48"E, 195.52 feet to a point of curve; thence southeasterly along a curve to the left which has a radius of 110.30 feet and a chord which bears S44°51'30"E, 159.50 feet; thence N88°50'14"E, 779.98 feet to a point of curve; thence northeasterly along a curve to the left which has a radius of 117.00 feet and a chord which bears N42°55'11"E, 168.09 feet; thence S02°59'52"E, 200.84 feet; thence S88°50'14"W, 1022.44 feet to the point of beginning. Containing 87,605 square feet (2.011 acres).

Parcel 3:
A portion Marketplace Drive located in the SW1/4 of the NW1/4 of Section 8, T9N, R8E, City of Fitchburg, Dane County, Wisconsin to-wit: Commencing at the West 1/4 corner of said Section 8; thence N88°50'14"E, 30.00 feet; thence S08°15'53"W, 14.19 feet; thence N88°50'14"E, 1074.20 feet to the point of beginning; thence N02°59'52"W, 410.69 feet to a point of curve; thence northeasterly along a curve to the right which has a radius of 183.00 feet and a chord which bears N22°07'50"E, 155.42 feet; thence S02°59'52"E, 539.51 feet; thence N88°50'14"E, 17.01 feet; thence S02°59'52"E, 14.01 feet; thence S88°50'01"W, 83.05 feet to the point of beginning. Containing 33,871 square feet (0.778 acres).

EXHIBIT B—MAP OF STREETS and UTILITY RIGHTS TO BE DISCONTINUED
Utility Rights are only relinquished for what is identified as parcel 2.



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City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred: **6/9/2015** Ordinance Number:
Date to Report Back**: 8/11/2015** Resolution Number: **R-66-15**

Sponsored by: Mayor Drafted by: Planning / Zoning

TITLE: Final Resolution to Discontinue a Portion of Marketplace Drive and All of Bud's Drive, Remove from Official Map and Convey Title to Property Owner

Background: For the possible Sub-Zero expansion to occur in Fitchburg, they are requesting to discontinue (i.e. vacate) Bud's Drive and the portion of Marketplace Drive that is west of the Badger Trail. Under the statutory procedure the council needs to introduce a resolution to discontinue the streets at least 40 days before the public hearing. Public hearing and action on the resolution is set for 7/28/2015. The hearing requires a class III public hearing notice as well as the service of the hearing to adjoining property owners at least 30 days prior to the hearing date.

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

Amendments:

FINAL RESOLUTION TO DISCONTINUE A PORTION OF MARKETPLACE DRIVE AND ALL OF BUD'S DRIVE AND CONVEY TITLE TO PROPERTY OWNER

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

Parcel No's: 060908285752

Legal Description:
See Exhibit A

Common Council
Initiated By

Thomas D. Hovel
Drafted By

Plan Commission
Refer to

5/29/2015
Date

RESOLUTION NO. R-66-15
FINAL RESOLUTION TO DISCONTINUE A PORTION OF MARKETPLACE DRIVE AND ALL OF BUD'S DRIVE, REMOVE FROM OFFICIAL MAP AND CONVEY TITLE TO PROPERTY OWNER

WHEREAS, Certified Survey Map No. 9217, recorded in Volume 52 of Certified Survey Maps, pages 96-99, as Document No. 3085565, created roadways on said Certified Survey Map known as Bud's Drive, and part of Marketplace Drive, and

WHEREAS, the sections of streets are an improved public roadway are more fully described in Exhibits A and B, and

WHEREAS, it is in the public interest to discontinue Bud's Drive (identified as parcel 1 in Exhibit A) and the two sections of Marketplace Drive (identified as parcels 2 and 3 in Exhibit A), and

WHEREAS, the discontinuance of said street parcels (See Exhibit A) has been initiated by the Common Council of the City of Fitchburg, a fourth class city, by introduction of this resolution on June 9, 2015, and

WHEREAS, any lands now lying within such portion of Bud's Drive and Marketplace Drive have been found by the Plan Commission and this Council to be surplus lands, and

WHEREAS, a duly-noticed public hearing has been held on July 28, 2015 under Section 66.100 Wis. Stats, and under 62.23(6)(c) Wis. Stats.;

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Fitchburg, Dane County, Wisconsin does ordain as follows:

(A) That the portion of Marketplace Drive which runs east-west lying west of the north to south segment of Marketplace Drive and east of Bud's Drive more fully described as parcel 2 in Exhibit A be, and the same hereby is, discontinued under Section 66.1003 Wis. Stats.

(B) That Bud's Drive lying east of Basswood Drive and west of Marketplace Drive more fully described as parcel 1 in Exhibit A be, and the same hereby is, discontinued under Section 66.1003 Wis. Stats.

(C) That said street sections noted in (A) and (B) above are hereby removed from the Official Map of the City of Fitchburg.

(D) That the land now included within Bud's Drive and the east-west portion of Marketplace Drive, more fully described as parcels 1 and 2 in Exhibit A be, and the same hereby are, declared to be surplus lands, and that title to such lands shall revert pursuant to 66.1005(1) to the owner of lot 1 Certified Survey Map No. 9217.

(E) Items (A) through (D), above, shall take effect upon a fully executed and recorded agreement for replacement and connectivity of roads as outlined in Exhibit B, the crossing of the Badger Trail (a rail to trail corridor) and utility extensions and/or easements with the city of Fitchburg.

(F) The portion of Marketplace Drive which runs in a north-south direction west of, and parallel to, the Badger Trail, more fully described as parcel 3 in Exhibit A shall not be discontinued or declared surplus property in accord with item (D), above until item (E), above has been satisfied, and that the Commerce Park Drive extension and streets A, B and C noted in Exhibit B are fully installed, accepted and open for public use. An agreement for installation of Commerce Park Drive, street A and the temporary public access connection (see G) shall be required, including timing of the completion of such streets.

(G) Sub-Zero shall provide a 28' wide paved temporary access road in a location as identified in Exhibit B, until such time as new streets B (including crossing of the Badger Trail) and C as shown in Exhibit B have been completed, accepted, and open to the public for use.

(H) Approval of the Badger Trail crossing for streets A and B, from the Southwest Rail Transit Commission.

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

_____
Patti Anderson, City Clerk

Approved: _____ _____
Stephen L. Arnold, Mayor

EXHIBIT A (p. 1 of 2)

LEGAL DESCRIPTIONS OF STREET TO BE DISCONTINUED

Parcel 1:
All of Bud's Drive located in the SW1/4 of the NW1/4 of Section 8, T9N, R8E, City of Fitchburg, Dane County, Wisconsin to-wit: Beginning at the West 1/4 corner of said Section 8; thence N01°26'48"E, 1005.17 feet; thence S89°10'20"E, 80.00 feet; thence S01°26'48"W, 1016.40 feet; thence S88°50'14"W, 51.76 feet; thence N08°15'53"E, 14.19 feet; thence S88°50'14"W, 30.00 feet to the point of beginning. Containing 81,008 square feet (1.860 acres).

Parcel 2:
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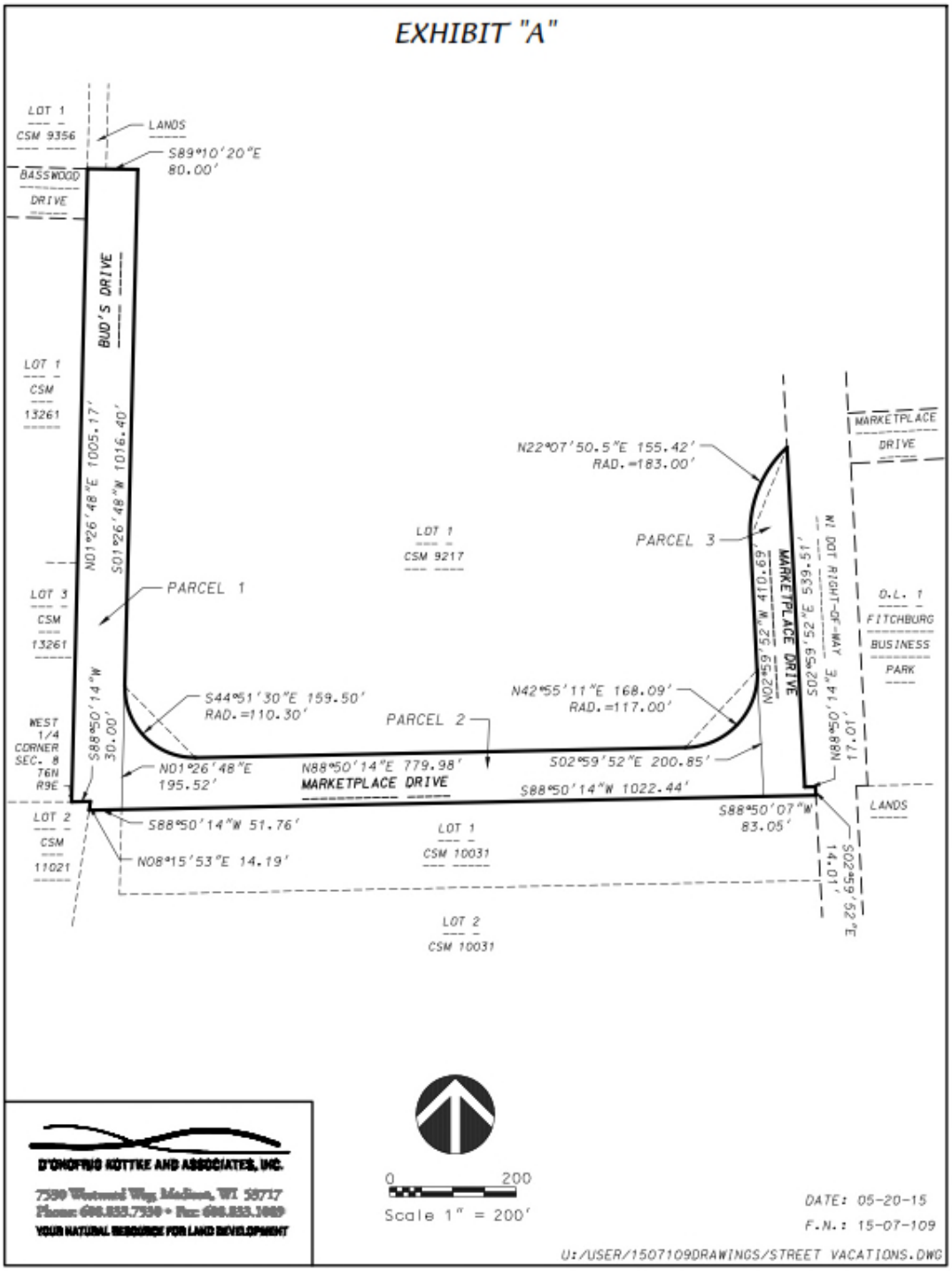
A portion Marketplace Drive located in the SW1/4 of the NW1/4 of Section 8, T9N, R8E, City of Fitchburg, Dane County, Wisconsin to-wit: Commencing at the West 1/4 corner of said Section 8; thence N88°50'14"E, 30.00 feet; thence S08°15'53"W, 14.19 feet; thence N88°50'14"E, 1074.20 feet to the point of beginning; thence N02°59'52"W, 410.69 feet to a point of curve; thence northeasterly along a curve to the right which has a radius of 183.00 feet and a chord which bears N22°07'50"E, 155.42 feet; thence S02°59'52"E, 539.51 feet; thence N88°50'14"E, 17.01 feet; thence S02°59'52"E, 14.01 feet; thence S88°50'01"W, 83.05 feet to the point of beginning. Containing 33,871 square feet (0.778 acres).

EXHIBIT A (p. 2 of 2)—MAP OF STREETS TO BE DISCONTINUED



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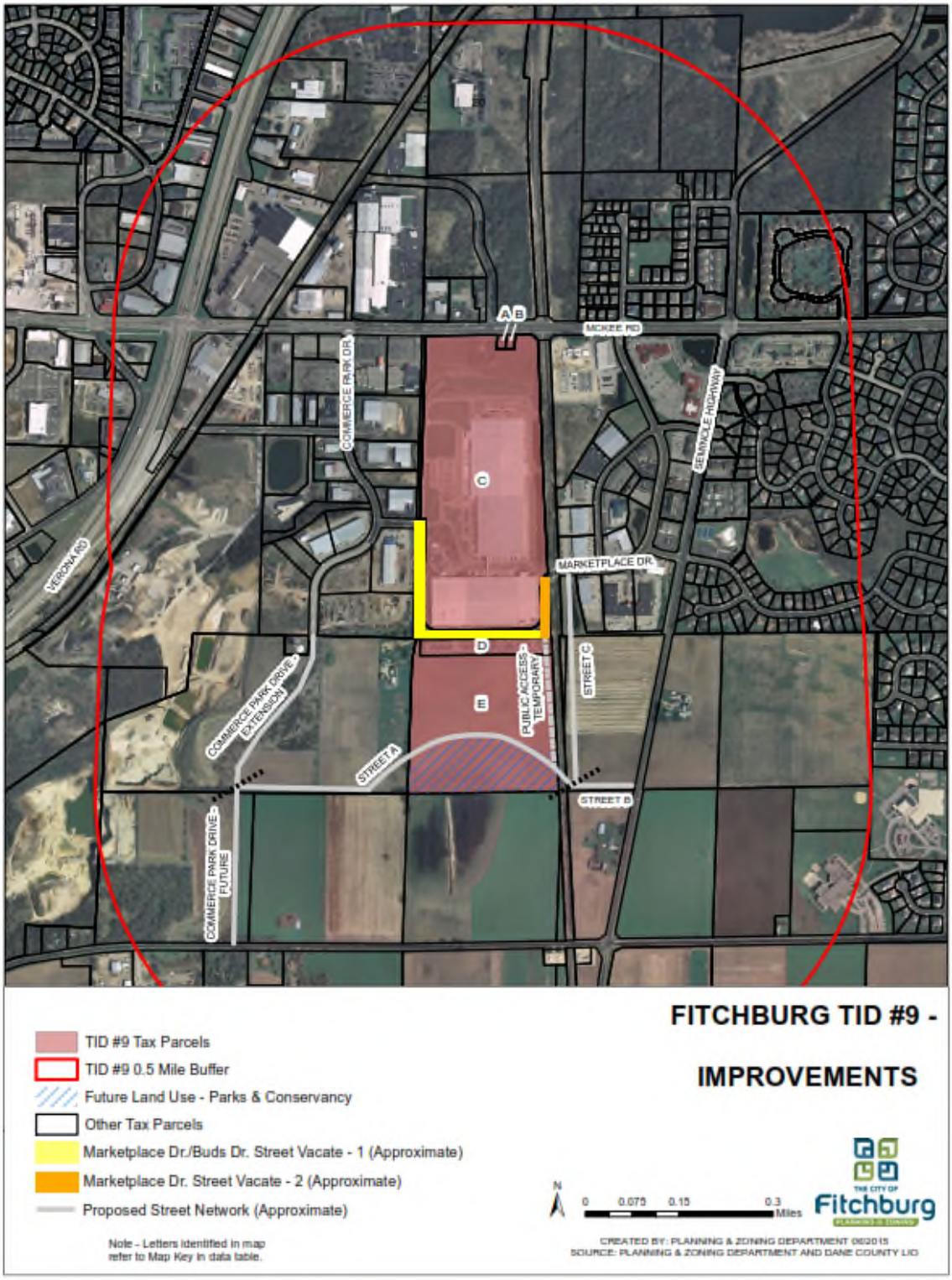
E XHIBIT B (p. 1 of 1)



Note Street vacation or discontinuance, under the resolution, requires certain conditions to be met for each different colored segment.

City of Fitchburg
Committee or Commission Referral

Direct Referral Initiated by:
Direct Referral Approved by:

Date Referred**: July 28, 2015** Ordinance Number:
Date to Report Back**: August 11, 2015** Resolution Number: **R-79-15**

Sponsored by: Mayor Drafted by: Public Works

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

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

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

Amendments:

Agreement for Engineering Services

OWNER
City of Fitchburg
5520 Lacy Road
Fitchburg, Wisconsin 53711

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

PROJECT: Quarry Vista Construction

1. Scope of Services

1.1. Stormwater Review Services

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

1.2. Construction-Related Services

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

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

1.3. OWNER's Responsibilities

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

1.4. Service Elements Not Included

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

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

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

1.5. Extension of Services

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

1.6. Completion of Services

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

2. Compensation, Billing and Payment

2.1. Compensation

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

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

2.2. Billing and Payment

2.2.1. Timing/Format/Acceptance

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

2.2.2. Late Payments

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

2.2.3. Delay/Adjustment

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

2.2.4. Billing Records

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

2.2.5. Sales/Use Taxes

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

2.2.6. Expenses

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

3. Standard Terms and Conditions

3.1. Standard Of Care

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

3.2. Change of Scope

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

3.3. Safety

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

3.4. Construction Review

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

3.5. Delays

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

3.9. Insurance

ENGINEER shall maintain the following minimum insurance coverage/limits:

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

3.10. Hold Harmless And Indemnification

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

3.11. Liability For Toxic/Hazardous Materials

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

3.12. Access

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

3.13. Reuse of Documents

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

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

3.14. Amendment

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

3.15. Assignment

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

3.16. Entire Agreement

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

3.17. No Waiver

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

3.18. No Third-Party Beneficiary

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

3.19. Severability

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

3.20. Authority

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

3.21. Notices

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

3.22. Opinions of Construction Cost

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

3.23. Relations with Contractors

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

3.24. Laws to be Observed

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

3.25. Professional Services

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

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

3.26. Disputes

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

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

ENGINEER:

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

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

OWNER:

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

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

APPROVED AS TO FORM:

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

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

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

EXHIBIT A

Hourly Billing Rates

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

* Updated annually on July 1

Steve Arnold, Mayor
Introduced By

Public Works
Drafted By

Board of Public Works & Finance
Committee

July 28, 2015
Date

RESOLUTION R-79-15

APPROVING A CONTRACT FOR CONSTRUCTION OBSERVATION SERVICES FOR QUARRY VISTA PLAT

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

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

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

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

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

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

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

Approved By: _____
Stephen L. Arnold, Mayor

Approved By: _____
Patti Anderson, City Clerk

City of Fitchburg
Committee or Commission Referral

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

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

Sponsored by: Mayor Drafted by: Cory Horton

TITLE: **Hooper Corporation Parking Agreement for Maintenance Facility**

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

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

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

Amendments:

Stephen L. Arnold
Introduced by

Public Works
Prepared by

Board of Public Works & Finance
Referred to

July 28, 2015
Date

RESOLUTION R-80-15

HOOPER CORPORATION PARKING AGREEMENT FOR MAINTENANCE FACILITY

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

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

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

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

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

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

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

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

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

Approved By: _____
Stephen L. Arnold, Mayor

Attested By:_____
Patti Anderson, City Clerk

DATE: **8/6/2015**

TO: **FINANCE COMMITTEE**

FROM: **FINANCE DEPARTMENT**

RE: **CASH DISBURSEMENTS**

Checks Dated	Description		Batch Check Nos.	Amount
7/30/2015	Weekly Batch	A	111690-111748	$42,566.02
8/5/2015	Weekly Batch	B	111750-111775	$174,307.54
			Check Total	$216,873.56

P-Card Transactions

	Billing Cycle		Date Pd	Total
	7/5/2015 to 8/4/2015			
			Grand Total:	**$216,873.56**

DATE: **8/6/2015**

TO: **FINANCE COMMITTEE**

FROM: **FINANCE DEPT.**

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

	ACCT NO	AMOUNT
PELLITTERI WASTE SYSTEMS		
August 2015 Refuse/Recycling/Brush Collection	213-5362-290	$51,694.73
		$51,694.73
Madison Metro Sewerage District		
2nd Qtr Serve	600-5827-200	$399,859.79
Citrus Systems - Lab	600-11422	$657.40
Ecostar - Labs	600-11422	$72.57
		$400,589.76

$452,284.49

	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
•	2015-O16 An Ordinance to Adopt the 2015 Amendments to the Comprehensive Plan for the City of Fitchburg in Dane County, Wisconsin
•	R-78-15 Approving Transit Service Agreement between the City of Madison and the City of Fitchburg
•	R-81-15 General Beverage Permit for Parking within City Property
•	R-82-15 A Resolution Granting an Underground Electric Right-of-Way Grant to Madison Gas and Electric Company on Outlot 16, Nine Springs, City of Fitchbugr, Wisconsin
•	RZ-2071-15 by Habitat for Humanity to Amend the Planned Development Special Implementation Plan (SIP) Zoning, Regarding Housing Development Plans, on Property in the First Addition to Renaissance on the Park
•	CDP-2072-15 by Debbie Hatfield, Montgomery Associates, Chris Ehlers, Agent for William Ryan Homes (O'Brien Property) and James Spahr, Agent for lionshare Group, LLC. (Dunn Property), for a Residential and Industrial Development in the North Stoner Prairie Neighborhood (O'Brien and Dunn Properties)
•	CU-2073-15 by Andy Fritz, Agent for AT&T to allow for an AT&T Telecominications Facility (Antennas and Equipment)at 2927 Commerce Park Drive
•	CDP-2074-15 by Ron Klass, Agent for Sub Zero Wolf, Inc. for Industrial Development in the North Stoner Prairie Neighborhood, West of Seminole Highway and North of lacy Road
•	LD-2075-15 by Ron Klass, Agent for Sub Zero Wolf, Inc., for Industrail Development in the North Stoner Prairie Neighborhood
•	RZ-2076-15 by Ron Klass, Agent for Sub Zero Wolf, Inc., to rezone Lot 2, CSM 10031 from Rural Development (R-D) to general Industrail (I-G) in the North Stoner Prairie Neighborhood