

**COLUMBUS COMMON COUNCIL – COMMITTEE OF THE WHOLE  
TUESDAY, MAY 3, 2016 – FOLLOWING REGULAR MEETING  
COLUMBUS CITY HALL  
AGENDA**

1. Roll Call
2. Notice of Open Meeting
3. Approve Agenda
4. Citizens Comments on agenda items
5. 2015 Annual Report on the Columbus Water & Electric Utilities
6. Consider application for a "Class B" Liquor and Fermented Malt Beverage license of MP's Town Tap, LLC, 158 N Ludington Street, Maria Peterson, Agent
7. Consider Street Closing Request of VFW Post #8090, Chris Roelke, Water St parking lot, multiple dates
8. Consider request of Michael Eisenga for the release of surplus funds held in escrow for the planting of trees in the Columbus Commerce Center development.
9. Consider and take action on TIF #4 Development Agreement between the City of Columbus and Duffy Fleet Services Inc.
10. Consider Report of the Engineer – "Preliminary Assessments for the 2016 Street & Utility Improvements"
11. Consider Meister Park concession stand roof project
12. Acceptance of vehicle for Fire Department from Enbridge Energy
13. Sale of surplus tools from Fire Department (jaws of life)
14. Consider fiber optics connection from City Hall to 1149 W James St
15. TIF #4 Storm Water Issues Update
16. Adjourn

**CITY OF COLUMBUS**  
**ALCOHOL BEVERAGE LICENSE APPLICATIONS**  
LICENSING PERIOD JULY 1, 2015 THROUGH JUNE 30, 2016

Action regarding the applications will be taken by the City Council at its meeting on May 3, 2016 at approximately 7:15 pm. These applications are on file in the office of the City Clerk and are open to public inspection Monday through Friday, 8:00 AM - 4:30 PM, at 105 N. Dickason Blvd, Columbus, Columbia County, Wisconsin. Anne Donahue, City Clerk

**"CLASS B" LIQUOR AND FERMENTED MALT BEVERAGE**

**Business:** MP's Town Tap, 153 N Ludington Street  
**Owner:** Maria & Michael Peterson, N3921 Baden Street, Columbus WI 53925



# STREET CLOSING APPLICATION

Name of Organization Applying for permit:

VFW Post 8090 Bar + Grille

Contact Information:

Name: Chris Roelke

Address 220 East James St, Columbus, WI 53925

Phone (920) 350-2993 -mail bb.roelke@gmail.com

**\*\*please provide a certificate of insurance for the event**

Date(s) and time(s) of street closing:

See attached form am  pm

am  pm

Name of street(s) and description of area to be closed:

Public parking lot on South Water St.

Purpose for street closing:

Bike night.

**\*Attach a map showing area of the requested street closure.**

**ITEMS REQUESTED:**

Barricades \_\_\_\_\_ No  Yes 10 number needed

Trash Barrels \_\_\_\_\_ No  Yes \_\_\_\_\_ number needed

Picnic Tables \_\_\_\_\_ No  Yes \_\_\_\_\_ number needed

with umbrellas \_\_\_\_\_ No \_\_\_\_\_ Yes \_\_\_\_\_ number needed (15 maximum)

Fencing \_\_\_\_\_ No \_\_\_\_\_ Yes \_\_\_\_\_ number of sections (3 12' sections)

*additional fencing options available—see reverse*

**IT IS THE APPLICANT'S RESPONSIBILITY TO CONTACT  
DEPT OF PUBLIC WORKS THREE DAYS PRIOR TO EVENT  
AT 920.623.5908 TO MAKE ARRANGEMENTS FOR ITEMS REQUESTED**

Chris Roelke  
Applicant Signature

4/1/16  
Date

\_\_\_\_\_  
Initials/date received in clerk's office

\_\_\_\_\_  
Council Action  
\_\_\_\_\_  
Date of Action

# VFW 8090 BIKE NIGHT Schedule 2016

6pm - 10pm  
MONDAYS

MAY 2  
MAY 9  
MAY 16  
MAY 23  
MAY 30

JUNE 6  
JUNE 13  
JUNE 20  
JUNE 27

JULY 4  
JULY 11  
JULY 18  
JULY 25

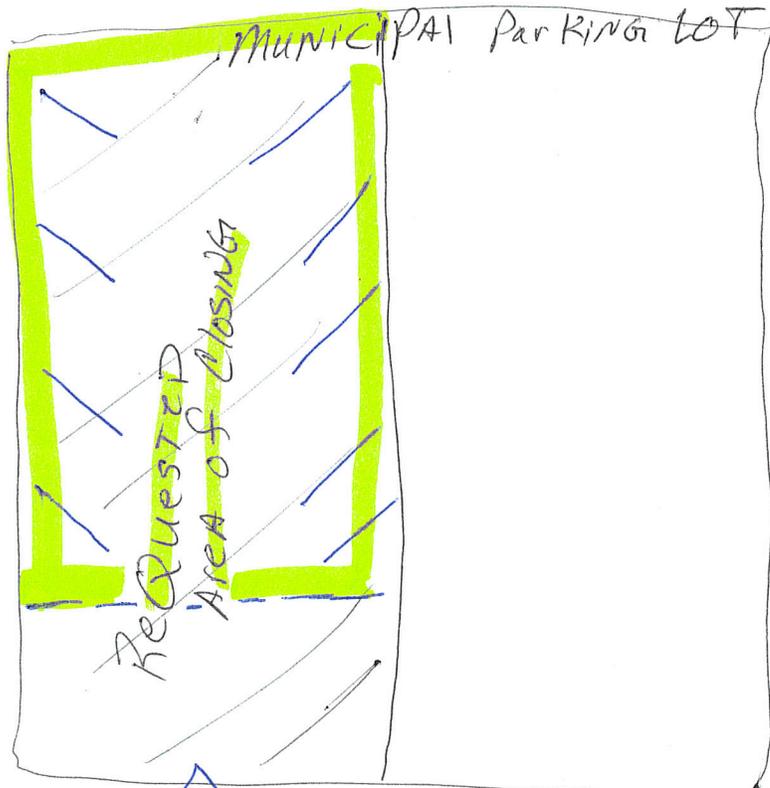
AUG 1  
AUG 8  
AUG 15  
AUG 22  
AUG 29

SEPT 5  
SEPT 12  
SEPT 19  
SEPT 26

OCTOBER 3  
OCT 10  
OCT 17  
OCT 24

MAP

JAMES ST



WATER ST

↑  
EMS  
ACCESS  
HERE

Describe method used to overcome \_\_\_\_\_

Select all who were educated:

- Patient
- Spouse
- Other family member
- Friend/neighbor
- Caregiver
- Other(specify relationship) \_\_\_\_\_

Education – written education given:

1. Learning to Live with Heart Failure booklet

- Heart Failure
- Medicine
- Weight and fluid restriction
- Diet
- Exercise and activity
- Oxygen therapy
- Preventing swelling
- Preventing Infections
- Emotional Health
- Support Groups
- Talking with Your health care provider
- Living with heart failure

2. Krames Handouts:

- Coping with Heart Failure
- Heart Failure: Being Active
- Heart Failure: Dealing with Sleep Problems
- Heart Failure: Evaluating Your Heart
- Heart Failure: Know Your Baselines
- Heart Failure: Making Changes to Your Diet
- Heart Failure: Medicines to Help Your Heart
- Heart Failure: Tracking Your Weight
- Heart Failure: Warning Signs of a Flare-Up
- How to Take Your Pulse
- My Heart Failure Symptoms Chart
- \* What is Heart Failure?

**Goals:**

(Patient goals, team goals, smart goals)

**Healthy Living Goal Setting:**

Is the veteran interested in setting goal(s) for being physically active, eating wisely and/or other topic?

The veteran was asked if he/she is interested in setting goal(s) for change.

Veteran is interested in setting a goal for physical activity:

Veteran's plan for achieving goal(s) – (things that might get in the way and things that might help):

Veteran's confidence about reaching goal on scale of 1-10:

- 1= not at all confident
- 5-6= somewhat confident



**ROUTING SHEET—CITIZEN/ORGANIZATION REQUESTS**

Name of Applicant/Organization: VFW Post #8090 Bar + Grille  
Contact Information: Chris Roelke 920-350-2993  
Date of Event: See attached Name of Event: Bike Night  
Date Received in Clerk's Office: 4-11-16 Date to Return to Clerk's Office: \_\_\_\_\_

**FIRE DEPARTMENT RECOMMENDATION:** *Please forward to next department after review*  
Approve  Deny \_\_\_\_\_ Approve with restrictions \_\_\_\_\_  
Russell K... \_\_\_\_\_  
Signature Date

**PUBLIC WORKS DEPARTMENT RECOMMENDATION:** *Please forward to next department after review*  
Approve \_\_\_\_\_ Deny \_\_\_\_\_ Approve with restrictions   
Chris R Clark 4/13/16  
Signature Date  
*picnic tables will not be provided for THAT many events. Area of closure must be reduced.*

**W&L DEPARTMENT RECOMMENDATION:** *Please forward to next department after review*  
Approve  Deny \_\_\_\_\_ Approve with restrictions \_\_\_\_\_  
[Signature] 4-13-16  
Signature Date

**POLICE DEPARTMENT RECOMMENDATION:** *Please forward to next department after review*  
Approve \_\_\_\_\_ Deny \_\_\_\_\_ Approve with restrictions   
[Signature] 4/13/16  
Signature Date  
*Maintain Emergency Vehicle Access to lot and Building*

**EOC RECOMMENDATION:** *Please forward to next department after review*  
LARGE EVENT OPERATIONS PLAN: required: Y  N notified: Y N received: Y N date: \_\_\_\_\_  
Approve  Deny \_\_\_\_\_ Approve with restrictions \_\_\_\_\_  
Russell K... \_\_\_\_\_  
Signature Date

**CITY ADMINISTRATOR RECOMMENDATION:** *Please return to Pat Goebel, Administration*  
Approve  Deny \_\_\_\_\_ Approve with restrictions \_\_\_\_\_  
[Signature] 4/13/16  
Signature Date

Time and Equipment rates for set up  
and take down of VFW Bike Nights

1 hour set up

1-pickup truck..... \$13.68  
1-trailer..... \$13.14  
2-workers..... \$64.22

1hr take down

1-pickup truck..... \$13.68  
1-trailer..... \$13.14  
2-workers..... \$64.22

Event total.....\$228.44

Season total (26 events).....\$5,952.96

Equipment rates are per DOT

Labor rates are loaded DPW average per Kim

## Pat Goebel

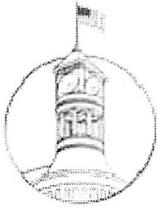
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**From:** Patrick Vander Sanden  
**Sent:** Wednesday, April 27, 2016 10:30 AM  
**To:** Pat Goebel  
**Cc:** Anne Donahue  
**Subject:** FW: Escrow for trees at Columbus Commerce Center

Pat,

This email should be included in the COW for 5/3 under the Eisenga release of funds for the trees.

Thanks. Patrick



**Patrick B. Vander Sanden**  
**City Administrator**  
**Columbus, Wisconsin**

**Email:** [pvandersanden@columbuswi.us](mailto:pvandersanden@columbuswi.us)  
**Ph:** (920) 623-5900

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**From:** Davis Clark  
**Sent:** Monday, April 25, 2016 2:24 PM  
**To:** Patrick Vander Sanden <pvandersanden@columbuswi.us>; Anne Donahue <adonahue@columbuswi.us>  
**Subject:** RE: Escrow for trees at Columbus Commerce Center

I have heard from McKay about moving the trees under the power lines. They are working into their schedule.

I think Mike fulfilled his end of the agreement.

Davis R Clark  
Public Works Director  
City of Columbus

[dclark@columbuswi.us](mailto:dclark@columbuswi.us)  
Office: 920-623-5908  
Cell: 920-296-7687

“Every accomplishment starts with the decision to try.”

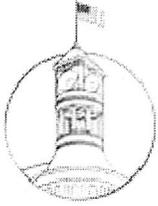
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**From:** Patrick Vander Sanden  
**Sent:** Wednesday, April 20, 2016 4:30 PM

**To:** Davis Clark; Anne Donahue  
**Subject:** RE: Escrow for trees at Columbus Commerce Center

My question is whether we are satisfied with Mike's completion of the tree planting requirements?

I believe that this would need Council action to release.



**Patrick B. Vander Sanden**  
**City Administrator**  
**Columbus, Wisconsin**

**Email:** [pvandersanden@columbuswi.us](mailto:pvandersanden@columbuswi.us)  
**Ph:** (920) 623-5900

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**From:** Davis Clark  
**Sent:** Tuesday, April 19, 2016 3:00 PM  
**To:** Patrick Vander Sanden <[pvandersanden@columbuswi.us](mailto:pvandersanden@columbuswi.us)>; Anne Donahue <[adonahue@columbuswi.us](mailto:adonahue@columbuswi.us)>  
**Subject:** FW: Escrow for trees at Columbus Commerce Center

FYI

Davis R Clark  
Public Works Director  
City of Columbus

[dclark@columbuswi.us](mailto:dclark@columbuswi.us)  
Office: 920-623-5908  
Cell: 920-296-7687

“Every accomplishment starts with the decision to try.”

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**From:** Michael Eisenga [<mailto:MEisenga@alshomeloans.com>]  
**Sent:** Tuesday, April 19, 2016 2:35 PM  
**To:** Davis Clark  
**Subject:** Escrow for trees at Columbus Commerce Center

Hi Davis,

The email serves as a follow up to our meeting last week. Please consider this my written request to have the excess funds held in escrow for the tree planting at CCC released. Please make the check payable to Columbus Commerce Center LLC.

Thanks,

## **DEVELOPMENT AGREEMENT**

This Agreement, made and entered into this 17<sup>th</sup> day of May, 2016, by and between Duffy Fleet Services, Inc., (hereinafter referred to as the “Developer”), and the City of Columbus, a Wisconsin Municipal Corporation, (hereinafter referred to as the “Municipality”).

### **RECITALS**

**WHEREAS**, Developer is the fee simple owner of the following real estate located in the Municipality, (hereinafter the “Property”):

Lot 2, of Certified Survey Map No. \_\_\_\_\_, recorded with the Columbia County Register of Deeds in Volume \_\_\_\_ of Certified Survey Maps, on page \_\_\_\_\_, as Document No. \_\_\_\_\_.

And

Lot 3 of Certified Survey Map No. \_\_\_\_\_, recorded with the Columbia County Register of Deeds in Volume \_\_\_\_\_ of Certified Survey Maps, on page \_\_\_\_\_, as Document No. \_\_\_\_\_.

**WHEREAS**, Developer desires to commence construction of a commercial truck repair and truck storage facility on the Property (“the Project”); and

**WHEREAS**, the Property is zoned as B-2 Highway Commercial District pursuant to the Municipality’s Zoning Code; and

**WHEREAS**, the applicable provisions of the Municipal Subdivision Ordinance require that provisions be made for the installation of adequate sanitary sewer facilities, water mains and water service, the grading of public and private lands, erosion and storm water runoff control and access required to serve the Property; and

**WHEREAS**, this Agreement is made for the mutual benefit of the Developer and the Municipality in order that municipal code requirements will be fully complied with; and

**WHEREAS**, the Municipality will be injured in the event of the Developer's failure to fully and completely perform all the requirements of this Agreement even if construction has not yet been commenced. Accordingly, the parties agree that the terms and provisions of the Agreement may be enforced by the Municipality even if construction has not begun; and

**WHEREAS**, the mutual promises, covenants, and obligations contained in this Agreement are authorized by state law and the Municipality's Subdivision Ordinance; and

**WHEREAS**, the approval of the Project is contingent upon the execution of the Agreement, and submittal of all documents required by this Agreement; and

**WHEREAS**, this Agreement currently contains the following exhibits and any subsequent exhibits provided for under the Agreement, all of which are incorporated herein as if fully set forth:

- |           |   |
|-----------|---|
| EXHIBIT A | Certified Survey Map No. _____, City of Columbus, Columbia County, Wisconsin                  |
| EXHIBIT B | Certified Survey Map No. _____, City of Columbus, Columbia County, Wisconsin                  |
| EXHIBIT C | City of Columbus Ordinance No. _____ rezoning Lot 2 of the Property to B-2 Highway Commercial |
| EXHIBIT D | Site Plan (including lighting and landscaping plan)   |
| EXHIBIT E | Grading and Stormwater Plans  |
| EXHIBIT F | Stormwater Maintenance Agreement  |
| EXHIBIT G | Tax Increment Projection Worksheet  |

**NOW, THEREFORE,** in consideration of the granting of approval for the development of the Property, the Developer agrees to develop the Property complete with all improvements outlined herein, in accordance with terms and conditions of this Agreement and any applicable regulations of any governmental entity with jurisdiction and/or the ordinances, rules and requirements imposed by the Municipality.

- A. **Improvements.** The Developer shall construct and install, at its own expense, those on-site and off-site improvements required by this Agreement and Exhibits A – F (“the Improvements”). Developer’s obligation to complete the Improvements, shall be independent of any obligations of the Municipality contained herein.
  
- B. **Contractors Engaged by Developer.** The Developer agrees to engage Contractors/Subcontractors acceptable to Municipal Engineer (all future references to Municipal Engineer shall also include the right to designate entities and/or individuals to act in the Municipal Engineer’s place) for all construction included in this Agreement who shall perform such work to the standards of the Municipality and who shall comply with every requirement of the Municipality’s Municipal Code and standards in performing such work. The Developer shall furnish the Municipal Engineer with the names of all contractors and their subcontractors, with the classification of the work they will perform not less than 7 calendar days, prior to any work by the contractor or subcontractor beginning.
  
- C. **Municipality Approval of Starting Dates.** The Developer agrees that no work shall be scheduled for the above mentioned Improvements without the Municipal Engineer’s approval of starting date and schedule which shall be submitted by the Developer for approval by the Municipal Engineer. No building permits shall be issued until all necessary approvals have been made by the Municipality.
  
- D. **Change Order to Work.** The Developer agrees that the Municipality shall not be responsible for any costs or changes related to this project except those specifically enumerated and agreed to in this or other written Agreements between the Municipality and the Developer.
  
- E. **Acceptance of Work.**
  - 1. The Municipality shall inspect the Improvements required by this Agreement as they are constructed and upon completion for compliance with local and state codes and, if acceptable to the Municipal Engineer, shall certify such Improvements as being in compliance with the standards and specifications of the Municipality. Such inspection and certification, if appropriate, will occur within 14 days of written notice by the Developer that Developer desires to

have the Municipality inspect an Improvement.

2. No Improvement shall be dedicated to the public or accepted by the Municipality until such time the Developer requests in writing to the Municipal Clerk that a specific Improvement be accepted by the City as a public Improvement. The Developer agrees that the dedication of certain Improvements as public Improvements will not be accepted by the Municipality until said Improvements have been inspected for compliance with local and state codes and to ensure that said improvement(s) is in good working order as certified by the Municipal Engineer, and furthermore until all outstanding Municipal-incurred costs, including engineering, inspection charges and attorney fees indicated herein, have been paid in full and the Developer has certified in writing that all contractors and suppliers have been paid in full for all work and materials furnished under this Agreement.
3. The Developer agrees to provide for maintenance and repair of all Improvements until such Improvements are formally accepted by the Municipality by Resolution of the City Council.
4. The Municipality will provide timely notice to the Developer whenever inspection discloses that an improvement does not conform to the standards and specifications shown on the Plans and Specifications or is otherwise defective. The Developer shall have 20 days from the issuance of such notice to correct or substantially correct the defect. The Municipality shall not declare a default under this Agreement during the 20 day correction period on account of any such defect unless it is clear the Developer does not intend to correct the defect or unless the Municipality determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat.

F. **Time of Completion.** All work specified herein will be completed by the Developer within 12 months of commencing construction. The date of commencing construction shall be determined by the Municipal Engineer.

G. **Indemnification and Insurance Required of Private Contractors.** The Developer hereby expressly agrees to indemnify and hold the Municipality and its agents harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work on the Property and elsewhere pursuant to this Agreement. The Developer further agrees to aid and defend the Municipality or its agents (at no cost to the Municipality or its agents) in the event they are named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer. The Developer is not an agent or employee of the Municipality.

The Developer shall require all Contractors engaged in the construction of this project to comply with the Municipal requirements pertaining to damage claims, indemnification of the Municipality, and providing insurance coverages that are established by the Municipality. The Developer shall also require Contractors engaged in the construction of this project to provide a current Certificate of Insurance to the Municipal Clerk showing insurance for all statutorily required coverage and naming the Municipality as an additional insured.

H. **Compliance with Law.** The Developer shall comply with all relevant laws, ordinances and regulations in effect at the time of this Agreement when fulfilling its obligations under this Agreement. When necessary to protect public health, the Developer shall be subject to laws, ordinances and regulations that become effective after approval of this Agreement.

I. **Specifications for Improvements.** The Developer shall install the following Improvements:

1. **Grading, Erosion Control and Barricades:** The Developer shall obtain the approval of the Municipal Engineer for erosion and runoff control measures as required by the Municipal Ordinances prior to grading, utility installation or any other land disturbance activity. Separate approvals shall be obtained for each activity. The Developer shall adhere to conditions of the approval and grants the right-of-entry to the Property to designated personnel of the Municipality to inspect and monitor compliance with this requirement. Erosion Control measures shall comply with the Wisconsin Construction Site Best Management Practice Handbook.

2. **Sanitary Sewer Facilities and Laterals:**

a. The Developer shall be solely responsible for extending the existing sanitary sewer main to the Property to provide adequate service to all buildings on the Property. No installation of underground sewer facilities shall commence until plans and specifications have been approved by the Municipal Engineer and the State of Wisconsin Department of Natural Resources, in addition to the other approvals required by this Agreement. The Municipal Engineer shall approve the actual location, size and depth of the sanitary sewer facilities.

b. The sanitary sewer and any respective service laterals shall not be accepted until as built plans and a complete breakdown of all construction, engineering and administrative costs incurred by the Developer is submitted to the Municipal Engineer and Municipal Clerk, respectively. (This is necessary to aid in determining the Sewer Utility's plant value.)

3. **Water Mains and Service Pipes:**
  - a. The Developer shall be responsible for extending the existing water main to serve the Property. The Developer shall also install any pipe, hydrants, tees, valves, crosses and related appurtenances and water service laterals as required by the plans, specifications, and requirements of the Columbus Water and Light Utility and approved by the State of Wisconsin Department of Natural Resources, in addition to the other approvals required by this Agreement. All materials used shall conform to the Municipal Standard Specifications for Water Main Construction.
  - b. The water main and any respective service laterals shall not be accepted until as built plans and a complete breakdown of all construction, engineering and administrative costs incurred by the Developer is submitted to the Municipal Engineer and Municipal Clerk, respectively. (This is necessary to aid in determining the Water Utility's plant value.) In addition, the water system installation shall not be accepted until two bacteriologically safe samples are obtained by a certified agency testing at the Madison Board of Health. The Developer shall be responsible to flush the main, obtain the samples, and have all tests completed as may be required for the Municipality's acceptance.
  - c. Developer shall provide Columbus Water and Light with the value of the water main as installed as of the time the main is put in service. If the main is accepted by Municipality, the value of the main shall be calculated using the actual installed cost less allowable PSC depreciation percentage per year from the year the main was put into service until the year it is accepted by Municipality.
4. **Water and Light Utility:** The Developer shall pay municipal Water and Light utility costs of installation of electric distribution. This includes the Utility Crossing Conduit and all light poles and fixtures, as directed by the Municipality.
5. **Streets and Sidewalks:** The Developer is not required to install any streets as part of this Agreement. Further, the Developer is not required to install any sidewalks on the Property as part of this project.
6. **Stormwater Management Structures:**
  - a. The Developer shall install all storm water management facilities for the Property including related storm water sewers required by Municipal Ordinance and the plans and specifications approved by the Municipal Engineer as set forth in Exhibit E. Developer and Municipality agree to comply by the terms of the Stormwater

Maintenance Agreement attached hereto as Exhibit F.

- b. Where standards and/or specifications have not been established by the Municipality, all work shall be made in accordance with established engineering practices as designated and approved by the Municipal Engineer.
- c. The Developer shall be responsible for the maintenance and repair of the pond located on the Property for the purpose of stormwater management as set forth in the Stormwater Maintenance Agreement attached hereto as Exhibit F.

J. **Administration Charges.** The Developer hereby agrees to pay all Municipal legal, engineering, and administrative fees associated with the consideration and approval of the Developer, this Agreement, and any other issues associated with this Project. Said fees shall be payable to the Municipality within 30 business days of the Municipal Treasurer providing copies of any billing statement to the Developer. If said fees are not paid by Developer in the time schedule set forth, in addition to any other remedies available to the Municipality in law or equity, the Municipality may revoke its acceptance of this Agreement, post stop work orders preventing further construction of required improvements and enjoin the Developer from further construction hereunder until said fees are paid. Any costs incurred by the Municipality in enforcing this obligation shall be paid for by the Developer at the same time and in the same manner as other fees referred to in this section.

K. **Sharing of the TIF Increment.**

1. Developer represents that the Project will add approximately \$2,903,474.00 of value to the Property upon completion of the Project. Municipality represents the Property is located within TIF District #4 established by Municipality in 2015 and Municipality further represents that it has determined that there are certain TIF eligible expenses which Municipality is willing to reimburse to Developer.
2. As an inducement for and in consideration of construction of the Project by Developer, beginning in 2018, the City shall pay to Developer 85% of the net tax increment actually received by Municipality from the prior tax year from taxes levied on the Property. These payments shall begin in 2018 and conclude in 2028, or when Developer has been reimbursed a total of \$670,000.00 from TIF increment, whichever comes first. Each year Developer shall pay the real estate tax bill in full in a timely manner. Upon Developer remitting full payment of the real estate taxes as due, Municipality shall reimburse Developer according to the terms of this section. Payment shall be made by Municipality to Developer on or before June 1 of each year a payment is due. The pro forma of increment received and scheduled payments

to be made by Municipality is attached to this Agreement as Exhibit G and incorporated herein by reference. For purposes of this paragraph, “net tax increment” means the increment available after Municipality has paid any and all reasonable annual administration expenses for maintaining TID #4 attributable to the Property and Project; provided, however, that said annual administrative expenses shall not exceed \$3,000.00.

3. If in any year the net tax increment does not meet the pro forma projection on Exhibit G so that the payment to Developer does not meet the pro forma projected payment, then any shortfall in payment to the Developer shall be reimbursed to Developer from the tax increment generated in any subsequent year in excess of the pro forma projected tax increment for that year.
4. Should Developer fail to document actual costs of TIF eligible expenses to the satisfaction of Municipality which are greater than or equal to the total cost shown on Exhibit G, the available tax increment paid to Developer pursuant to this Agreement shall be proportionately reduced.
5. Developer agrees that while Developer is receiving tax increment pursuant to this section, none of the Property shall become exempt from real property taxation. If any of the Property becomes exempt from real property taxation, in whole or in part then the terms of this Section shall no longer apply and the Developer and Municipality shall negotiate a new increment sharing agreement.

L. **Prevailing Wage.** The Developer shall comply with Section 66.0903, Wis. Stats., and further acknowledges the Wisconsin Department of Workforce Development may take the position that all infrastructure construction work outlined in a Development Agreement is subject to Section 66.0903, Wis. Stats. If the Department of Workforce Development or any other state agency requires the Municipality to obtain a prevailing rate wage determination the Developer shall take all steps necessary to file the application and also provide the Municipality with any and all records necessary to support the Developer’s position regarding the prevailing wage rate determination. Further, if the Municipality should incur a monetary penalty as a result of obtaining or being required to obtain a prevailing wage rate determination, the Developer shall indemnify and hold harmless the Municipality from any monetary penalties, including any reasonable attorney fees, for obtaining or appealing the prevailing wage rate determination

M. **No Vested Rights Granted.** Except as provided by law, or as expressly provided in this Agreement no vested rights in connection with this project shall inure to the Developer. Nor does the Municipality warrant by this Agreement that the Developer is entitled to any other approvals required.

- N. **No Waiver.** No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this default under this Agreement be deemed a waiver of any default or defaults of the same type. The Municipality's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvements.
- O. **Amendment/Modification.** This Agreement may be amended or modified only by a written amendment approved and executed by the Municipality and the Developer.
- P. **Default.** A default is defined herein as the breach of, or failure to comply with, any of the terms of this Agreement by Developer. The Municipality reserves to itself any remedies to it available under law. Remedies shall include, but not be limited to, stopping the construction on the Property, prohibiting future construction on the Property and prohibiting the transfer or sale of the Property.
- Q. **Entire Agreement.** This written Agreement, and written amendments, and any referenced attachments thereto, shall constitute the entire Agreement between the Developer and the Municipality.
- R. **Attorney's Fees.** If any party is required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the non-prevailing party in the litigation, arbitration, or mediation shall pay all of prevailing party's costs including reasonable attorney's fees and expert witness fees.
- S. **Time.** For the purpose of computing the commencement, abandonment, and completion periods, and time periods for Municipality action, such times in which war, civil disasters, act of God, or extreme weather conditions occur or exist shall not be included if such times prevent the Developer or Municipality from performing its obligations under the Agreement.
- T. **Severability.** If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
- U. **Benefits.** The benefits of this Agreement to the Developer are personal and shall not be assigned without the express written approval of the Municipality. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the Municipality to assign its rights under this Agreement.

- V. **Immunity.** Nothing contained in this Agreement constitutes a waiver of the Municipality's sovereign immunity under applicable law.
- W. **Notice.** Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

If to Developer:	Duffy Fleet Services, Inc. c/o Pat Duffy N3867 Baden Street PO Box 250 Columbus, WI 53925	Attorney Robert C. Procter, III Axley Brynerson LLP 2 E. Mifflin Street, Suite 200 Madison, WI 53703
If to Municipality:	City of Columbus Attn: City Administrator 105 N. Dickason Blvd Columbus, WI 53901	Paul A. Johnson, City Attorney P. O. Box 256 Lodi, WI 53555

- X. **Recordation.** The Municipality may record a copy of this Agreement or Affidavit indicating the existence of this Agreement in the Register of Deeds office. All cost of recording shall be paid by the Developer.
- Y. **Personal Jurisdiction and Venue.** Personal jurisdiction and venue for any civil action commenced by any party to this Agreement shall be deemed to be proper only if such action is commenced in Circuit Court for Columbia County. The parties expressly waive the right to bring such action in or to remove such action to any other court whether state or federal.
- Z. **Effective Date.** This Agreement shall be effective as of the date and year first written above.

**CITY OF COLUMBUS  
COLUMBIA COUNTY, WI**

**DUFFY FLEET  
SERVICES, INC.**

By: \_\_\_\_\_  
Kelly Crombie, Mayor

By: \_\_\_\_\_  
Patrick Duffy, President

Attest: \_\_\_\_\_  
Anne Donahue, Clerk

<u>AUTHENTICATION</u>	<u>AUTHENTICATION</u>
<p>Signatures of Kelly Crombie and Anne Donahue, in their capacities indicated, authenticated on this ____ day of _____, 2016.</p>	<p>Signature of Patrick Duffy as President of Duffy Fleet Services, Inc., authenticated on this ____ day of _____, 2016.</p>
<p>_____  Paul A. Johnson  SBN: 1021492  TITLE: MEMBER, STATE BAR OF WI  (If not, _____  authorized by Wis. Stat. §706.06)</p>	<p>_____  Robert C. Procter, III  SBN: 1034777  TITLE: MEMBER, STATE BAR OF WI  (If not, _____  authorized by Wis. Stat. §706.06)</p>

This Instrument was drafted by:  
City Atty. Paul A. Johnson  
P. O. Box 256, Lodi WI 53555  
f:\docs\wd\53481\62\2451598.docx

# 2016 AGENDA ITEM

Committee of the Whole Meeting Date: May 3, 2016

Council Meeting Date: May 17, 2016

## DETAILED DESCRIPTION OF SUBJECT MATTER:

The Concession building roof in Meister Park is leaking and in need of replacement. We have decided to use a steel roofing material to match the existing shelter. All work will be done by DPW staff. We received 2 quotes from Caldwell Lumber and 2 quotes from Menards for the material. The quotes were for a standard thickness and premium thickness steel. The quotes do not cover plywood which will be needed for any rotten areas under the shingles which at this time is an unknown quantity.

## LIST ALL SUPPORTING DOCUMENTATION ATTACHED:

### NAME OF DOCUMENT(S)

- |   |            |
|---|------------|
| 1. Caldwell Lumber Select 40 quote..... | \$2,449.32 |
| 2. Caldwell Lumber Premium quote.....   | \$2,601.65 |
| 3. Menards Pro-rib quote.....           | \$2,330.71 |
| 4. Menards Pro-rib Premium quote.....   | \$2,823.65 |

NUMBER OF ATTACHMENT PAGE(S) 7

IS FUNDING REQUIRED?  YES  NO

REVENUE GENERATED: None

DEPARTMENT: Public Works-Parks

ACCOUNT NUMBER: 100-555400-249

## MOTION REQUESTED OF COUNCIL:

Approve replacing the Meister Park Concession roof using the Caldwell Lumber Select 40 quote in the amount of \$2,449.32.



**CALDWELL**  
**LUMBER COMPANY, INC.**  
 P.O. BOX 368 • COLUMBUS, WI 53925

SHIPPING ADDRESS: 300 N. DICKASON BLVD.  
 PHONE: 920-623-5600 • FAX: 920-623-5609  
 www.caldwelllumber.com

PAGE		DATE	NUMBER
1	C.O.D. TICKET	04/16/16	18649 3

Customer: COD  
 CITY OF COLUMBUS  
 MEISTER PARK CONCESSION

Ship to:  
 \* Select 40 \*

Salesman	Job No.	Cust P.O.	Terms	StaTax	LocTax	Term	Time
TC	0		** C.O.D. **	WI 4	11 4	11	15:42

Line	Quantity	Description	Product	Unit Price	Amount	Tx
1	26 EA	COBALT BLUE IMP RIB	N66	37.500 EA *	975.00	44
2	4 EA	16'-0" OUT CORNER LG113C	6SLG113C	27.950 EA *	111.80	44
3	4 EA	14" 10'-6" RIDGE LG101	6SLG101	19.950 EA *	79.80	44
4	1 EA	8" PIPE FLASHING	N3V	75.000 EA *	75.00	44
5	31 EA	16" SYS 3-16 CV SOFFIT-WHITE	6ASY316W	20.830 EA *	645.73	44
6	12 EA	4" ALUM. FASCIA-WHITE 12'	6AFCSL04W	9.600 EA *	115.20	44
7	12 EA	PART 8 ROLLEX F CHANNEL WHITE	6ARLXS	8.300 EA *	99.60	44
8	3 RL	15# ROOFING FELT	3R15F	29.950 RL *	89.85	44
9	6 BAG	2" WHT/RED PF SCREW .250/BAG	6NPF2WHBG	22.500 BAG *	135.00	44
10	2.25 SQ	D/4 MAINSTREET-WHITE--STOCK	3SVD8L4WH	85.950 SQ *	193.39	44
11	6 EA	3/4" VINYL J--WHITE(12'-6")	3SV34JWH	5.720 EA *	34.32	44
12	5 EA	VINYL STARTER STRIP 12'-6"	3SVSTART	8.950 EA *	44.75	44
13	10 LB	1-1/2" GALV ROOFING NAIL	6NRF004	1.200 LB *	12.00	44
14	1 EA	4x8-3/4" T&G OSB	4W834	22.240 EA *	22.24	44

ACCOUNTS ARE PAYABLE BY THE 10<sup>TH</sup> OF THE MONTH. THE FINANCE CHARGE IS 2% PER MONTH, BASED ON THE PREVIOUS BALANCE IN THE ACCOUNT. THIS AMOUNTS TO AN ANNUAL PERCENTAGE RATE OF 24%. MINIMUM FINANCE CHARGE 50¢



**CALDWELL**  
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 P.O. BOX 368 • COLUMBUS, WI 53925

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 www.caldwelllumber.com

PAGE		DATE	NUMBER
2	C.O.D. TICKET	04/16/16	18649 3

Customer: COD  
 CITY OF COLUMBUS  
 MEISTER PARK CONCESSION

Ship to:

Salesman	Job No.	Cust P.O.	Terms	StaTax	LocTax	Term	Time
TC	0		** C.O.D. **	WI 4	11 4	11	15:42

Line	Quantity	Description	Product	Unit Price	Amount	Tx
				Subtotal	2,633.68	
				Less Discount on * Lines	-184.36	
				Subtotal	2,449.32	
				Total	2,449.32	

Loaded By \_\_\_\_\_ Received By \_\_\_\_\_

ACCOUNTS ARE PAYABLE BY THE 10<sup>TH</sup> OF THE MONTH. THE FINANCE CHARGE IS 2% PER MONTH, BASED ON THE PREVIOUS BALANCE IN THE ACCOUNT. THIS AMOUNTS TO AN ANNUAL PERCENTAGE RATE OF 24%. MINIMUM FINANCE CHARGE 50¢



**CALDWELL  
LUMBER COMPANY, INC.**  
P.O. BOX 368 • COLUMBUS, WI 53925

SHIPPING ADDRESS: 300 N. DICKASON BLVD.  
PHONE: 920-623-5600 • FAX: 920-623-5609  
www.caldwelllumber.com

PAGE	C. O. D. TICKET	DATE	NUMBER
1		04/16/16	13649 4

Customer: COD

CITY OF COLUMBUS  
MEISTER PARK CONCESSION

Shipto:

Premium

Salesman	Job No.	Cust P.O.	Terms	StaTax	LocTax	Term	Time
TC	0		** C. O. D. **	WI 4	11 4	11	15:49

Line	Quantity	Description	Product	Unit Price	Amount Tx
1	26 EA	COBALT BLUE IMP RIB	N6S	48.000 EA *	1,248.00 44
2	4 EA	16'-0" OUT CORNER LG113C	6SLG113C	29.950 EA *	115.80 44
3	4 EA	14" 10'-6" RIDGE LG101	6SLG101	22.950 EA *	91.80 44
4	1 EA	8" PIPE FLASHING	N3V	75.200 EA *	75.20 44
5	31 EA	16" SYS 3-16 CV SOFFIT-WHITE	6ASY316W	28.830 EA *	894.53 44
6	12 EA	4" ALUM. FASCIA-WHITE 12'	6AFCSL04W	9.500 EA *	114.00 44
7	12 EA	PART S ROLLEX F CHANNEL WHITE	6ARLXS	8.300 EA *	99.60 44
8	3 RL	15# ROOFING FELT	3R15F	29.950 RL *	89.85 44
9	6 BAG	2" WHT/RED PF SCREW 250/BAG	6NPF2WH2G	22.500 BAG *	135.00 44
10	2.25 SQ	D/4 MAINSTREET-WHITE--STOCK	3SVD8L4WH	85.950 SQ *	193.39 44
11	6 EA	3/4" VINYL J--WHITE(12'-6")	3SV34JWH	5.720 EA *	34.32 44
12	5 EA	VINYL STARTER STRIP 12'-6"	3SVSTART	8.350 EA *	41.75 44
13	10 LB	1-1/2" GALV ROOFING NAIL	6NRFG04	1.200 LB *	12.00 44
14	1 EA	4x8-3/4" T&G OSB	4WB34	22.240 EA *	22.24 44

ACCOUNTS ARE PAYABLE BY THE 10<sup>TH</sup> OF THE MONTH. THE FINANCE CHARGE IS 2% PER MONTH, BASED ON THE PREVIOUS BALANCE IN THE ACCOUNT. THIS AMOUNTS TO AN ANNUAL PERCENTAGE RATE OF 24%. MINIMUM FINANCE CHARGE 50¢



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www.caldwelllumber.com

PAGE	C. O. D. TICKET	DATE	NUMBER
2		04/16/16	13649 4

Customer: COD

CITY OF COLUMBUS  
MEISTER PARK CONCESSION

Shipto:

Salesman	Job No.	Cust P.O.	Terms	StaTax	LocTax	Term	Time
TC	0		** C. O. D. **	WI 4	11 4	11	15:49

Line	Quantity	Description	Product	Unit Price	Amount Tx
				Subtotal	2,922.66
				Less Discount on * Lines	-321.03
				Subtotal	2,601.63
				Total	2,601.63

Loaded By \_\_\_\_\_ Received By \_\_\_\_\_

ACCOUNTS ARE PAYABLE BY THE 10<sup>TH</sup> OF THE MONTH. THE FINANCE CHARGE IS 2% PER MONTH, BASED ON THE PREVIOUS BALANCE IN THE ACCOUNT. THIS AMOUNTS TO AN ANNUAL PERCENTAGE RATE OF 24%. MINIMUM FINANCE CHARGE 50¢

V3



Standard

A



CASHIER: Please staple receipt to back

SPECIAL ORDER CONTRACT  
GUEST COPY

STORE # 3224 BVDM  
121 Frances Lane  
Beaver Dam, WI 53916

PHONE: (920) 356-1036  
FAX: (920) 356-1240

GUEST NAME - ADDRESS - PHONE	
City of Columbus 229 E School St Columbus, WI 53925-1760 Ph: (920) 623-5908	
<i>Pro-rib</i>	

- IMPORTANT**
1. Verify quoted product and quantity
  2. Product will be ordered upon payment
  3. Track order on Menards.com
  4. Pick up order within 14 days of arrival at store
  5. Retain receipt

ESTIMATED ARRIVAL DATE  
NOT BINDING ON MENARD, INC.  
BASED ON PROMISES BY OTHERS 03/04/16

SOLD BY ORDER DATE  
AMBER V. 02/23/16

EMAIL: jschultz@columbuswi.us  
JOB DESC: Roof, siding, soffit

QTY ORDERED	DESCRIPTION	SKU	UNIT PRICE	EXTENDED PRICE
1 EACH	8" BASE PROFLASH BOOT	1"-5" PIPE 155-4306	14.99	14.99
6.587	PRO-RIB OCEAN BLUE 13-192"	.0142BP-.0165AP 155-8373	59.49	391.86
6.587	PRO-RIB OCEAN BLUE 13-192"	.0142BP-.0165AP 155-8373	59.49	391.86
7 EACH	PRO-RIB OUTSIDE CLOSURE	STRIP 4 PACK 155-8580	5.99	41.93
7 EACH	PRO-RIB INSIDE CLOSURE	STRIP 4 PACK SO 155-8616	5.99	41.93
1 EACH	20' PALLET SPEC ORDER	11-2X4-20' 155-9961	85.79	85.79
1 EACH	18' RES. TRIM CRATE	7-2X6X18 155-9978	77.69	77.69
6 EACH	12' CORNER AND GABLE TRIMSPO COLORS 55-OCEAN BLUE	156-3931	15.19	91.14
5 EACH	10' RESIDENTIAL RIDGE CAP4/12 PITCH 55-OCEAN BLUE	156-4215	27.79	138.95
1 EACH	1" WOODGRIP PAINTED SCREW1LB BOX 55-OCEAN BLUE	230-1613	6.99	6.99
2 EACH	1-1/2" WOODGRP PAINT SCREW5LB BOX 55-OCEAN BLUE	230-1655	29.99	59.98

> return-able

This is a quote valid today. This quote becomes an order upon payment and a valid Menards receipt for this order is attached.

READ THIS CONTRACT CAREFULLY. The terms and conditions set forth in this document are a complete and final expression of the parties. The contract cannot be altered except by written instrument explicitly signed and executed by the General Manager. Any and all claims under this contract must be brought within one year of purchase. "Custom made" special order merchandise purchased from Menards is NON-REFUNDABLE. "Non-custom made" Special order product may be refunded at Menards sole discretion with a 25% restocking fee. Purchaser is responsible for providing to Menards all measurements, sizes, and colors stated above. Purchaser's exclusive remedy, if any product is defective or fails to conform to the terms of the contract, is replacement of the product. All defects and non-conformities must be reported to Menards within 3 days of receiving the product. Purchaser understands that all product is sold "AS IS," and the manufacturer's warranty, if any, is controlling. MENARDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PRODUCT. There are no representations that the products listed herein meet local, state, or federal code requirements. Menards liability shall not exceed the purchase price of the products sold. MENARDS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. Menards agrees to email Purchaser when the product is available for pick-up. If Purchaser fails to provide an email address, it is Purchaser's responsibility to check the status of the order by visiting Menards.com. If Purchaser refuses or fails to pick up the product within 14 days from the date of its availability, Menards may liquidate the product and shall be entitled to a 25% restocking fee. Menards may withhold any payment received as partial satisfaction. Purchaser agrees that Menards is not liable if the vendor, which supplies the product on this contract, fails to perform. Purchaser agrees that any and all controversies or claims arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its applicable Consumer or Commercial Arbitration Rules. YOUR PURCHASE OF THE PRODUCT ON THIS CONTRACT CONSTITUTES YOUR AGREEMENT TO ALL TERMS AND CONDITIONS STATED ABOVE.

SUB-TOTAL: (CONTINUED)

SHIPPING:

PRE-TAX TOTAL:

VENDOR: MIDWEST MANUFACTURING

For the most accurate and up-to-date status of your order, please visit:

[www.menards.com](http://www.menards.com)

If this is a partial pickup, please verify all quantities/items being signed for. Menards is not responsible for shortages after leaving the yard.



B



CASHIER: Please staple receipt to back

SPECIAL ORDER CONTRACT  
GUEST COPY

STORE # 3224 BVDM      PHONE: (920) 356-1036  
121 Frances Lane      FAX: (920) 356-1240  
Beaver Dam, WI 53916

GUEST NAME - ADDRESS - PHONE

City of Columbus  
229 E School St  
Columbus, WI 53925-1760  
Ph: (920) 623-5908

- IMPORTANT**
1. Verify quoted product and quantity
  2. Product will be ordered upon payment
  3. Track order on Menards.com
  4. Pick up order within 14 days of arrival at store
  5. Retain receipt

ESTIMATED ARRIVAL DATE  
NOT BINDING ON MENARD, INC.  
BASED ON PROMISES BY OTHERS 03/04/16

SOLD BY	ORDER DATE
AMBER V.	02/23/16

EMAIL: jschultz@columbuswi.us  
JOB DESC: Roof, siding, soffit

QTY ORDERED	DESCRIPTION	SKU	UNIT PRICE	EXTENDED PRICE
1 EACH	2" WOODGRIP PAINTED SCREW1LB BOX 55-OCEAN BLUE	230-1671	6.99	6.99

This is a quote valid today. This quote becomes an order upon payment and a valid Menards receipt for this order is attached.

READ THIS CONTRACT CAREFULLY. The terms and conditions set forth in this document are a complete and final expression of the parties. The contract cannot be altered except by written instrument explicitly signed and executed by the General Manager. Any and all claims under this contract must be brought within one year of purchase. "Custom made" special order merchandise purchased from Menards is NON-REFUNDABLE. "Non-custom made" Special order product may be refunded at Menards sole discretion with a 25% restocking fee. Purchaser is responsible for providing to Menards all measurements, sizes, and colors stated above. Purchaser's exclusive remedy, if any product is defective or fails to conform to the terms of the contract, is replacement of the product. All defects and non-conformities must be reported to Menards within 3 days of receiving the product. Purchaser understands that all product is sold "AS IS," and the manufacturer's warranty, if any, is controlling. MENARDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PRODUCT. There are no representations that the products listed herein meet local, state, or federal code requirements. Menards liability shall not exceed the purchase price of the products sold. MENARDS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. Menards agrees to email Purchaser when the product is available for pick-up. If Purchaser fails to provide an email address, it is Purchaser's responsibility to check the status of the order by visiting Menards.com. If Purchaser refuses or fails to pick up the product within 14 days from the date of its availability, Menards may liquidate the product and shall be entitled to a 25% restocking fee. Menards may withhold any payment received as partial satisfaction. Purchaser agrees that Menards is not liable if the vendor, which supplies the product on this contract, fails to perform. Purchaser agrees that any and all controversies or claims arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its applicable Consumer or Commercial Arbitration Rules. **YOUR PURCHASE OF THE PRODUCT ON THIS CONTRACT CONSTITUTES YOUR AGREEMENT TO ALL TERMS AND CONDITIONS STATED ABOVE.**

SUB-TOTAL: 1,350.10  
 SHIPPING: 0.00  
 PRE-TAX TOTAL: 1,350.10

VENDOR: MIDWEST MANUFACTURING

For the most accurate and up-to-date status of your order, please visit:

[www.menards.com](http://www.menards.com)

If this is a partial pickup, please verify all quantities/items being signed for. Menards is not responsible for shortages after leaving the yard.





STORE # 3224 BVDM  
121 Frances Lane  
Beaver Dam, WI 53916

PHONE: (920) 356-1036  
FAX: (920) 356-1240

# PICKING LIST - GUEST COPY

CASHIER - PRESS RECALL TRANS  
AND SCAN BARCODE ==>

BVDM 01816



CASHIER:

PAGE 1 OF 1

GUEST NAME - ADDRESS - PHONE

City of Columbus  
229 E School St  
Columbus, WI 53925-1760

Ph: (920) 623-5908  
JOB DESC:  
Roof, siding, soffit

V3

PLEASE STAPLE  
RECEIPT HERE.

SOLD BY: AMBER V.  
DATE: 02/23/16

QUANTITY	DESCRIPTION	SKU NUMBER	UNIT PRICE	EXTENDED PRICE
6 EACH	10' STARTER STRIP VINYL LAP	146-1004	3.19	19.14
30 EACH	D4" CEDAR CREEK .040 WHITE	146-1211	4.69	140.70
11 EACH	12'6" J-TRIM 5/8" WHITE	146-1509	4.58	50.38
7 EACH	#30 FELT HEAVY DUTY 3'X72' (2 SQ)	151-1802	14.98	104.86
10 EACH	12' L-4 STEEL FASCIA WHITE	156-6828	8.99	89.90
10 EACH	12' PRO FRIEZE ALUMINUM WHITE	157-1403	7.38*	73.80
32 EACH	16"X12' PRO VENTED SOFFITWHITE	157-1487	15.47*	495.04
1 EACH	5/16" STAPLES 5010-C 5M	231-2194	6.79	6.79

1350.10  
980.61  
-----  
\$ 2,330.71

**TO AVOID PRODUCT NOT BEING AVAILABLE ON A LATER DATE  
PLEASE PICK UP ALL MERCHANDISE TODAY. THANK YOU.**

This is a quote valid today. Upon payment this quote becomes a yard picking list subject to the terms and conditions below. Quantities listed above may exceed quantities available for immediate pick-up. Product is not held for a specific guest, but instead is available to the buying public on a first come, first serve basis. Please pickup all purchases made on this picking list immediately. Failure to pick up products on this picking list today will result in additional charge to you if, on the day of pick up, the retail price of the products are higher than on the day purchased. Menards liability to you is limited to refunding your original purchase price for any product not picked up.

**Guest Instructions:**

1. Take this picking list to a cashier to pay for the merchandise.
2. Enter the outside yard to pick up your merchandise. (All vehicles are subject to inspection.)
3. Load your merchandise. (Menards Team Members will gladly help you load your materials but cannot be held liable for damage to your vehicle.)
4. When exiting the yard, present this list to the Gate Guard. (The Gate Guard will record the items you are taking with you.)
5. Sign the Gate Guard's signature pad verifying you've received the merchandise.

PRE-TAX TOTAL:

980.61

Our insurance does not allow us to tie down or secure your load, trunk lid, etc. For your convenience, we supply twine, but you will have to decide whether or not your load is secure and if the twine supplied is strong enough. If you do not believe the twine will suffice, stronger material can be purchased inside the store.

**READ THE TERMS AND CONDITIONS CAREFULLY.** All returns are subject to Menards' posted return policy. In consideration for Menards low prices you agree that if any merchandise purchased by you is defective, Menards will agree to exchange the merchandise or refund the purchase price based on the form of original payment. You agree that there shall be no other remedy available to you. If there is a warranty provided by the manufacturer, that warranty shall govern your rights and Menards shall be selling the product "AS IS." Oral statements do not constitute warranties, and are not a part of this contract. The guest agrees to inspect all merchandise prior to installing or using it. **UNDER NO CIRCUMSTANCES SHALL MENARDS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.** MENARDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MERCHANDISE. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its applicable Consumer or Commercial Arbitration Rules, and judgments on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The guest agrees to these terms and conditions through purchase of merchandise contained on this document.

**THIS IS NOT A RECEIPT**

**GATE GUARD - SCAN HERE ==>**



Estimate From  
**MENARDS®**

Premium

Estimate # 9245  
 Page 1 of 2

ESTIMATE FOR:
City of Columbus 229 E School St Columbus, WI 53925-1760
Ph: (920) 623-5908
PROJECT DESCRIPTION: Ocean Blue

STORE # 3224 BVDM  
 121 Frances Lane  
 Beaver Dam, WI 53916

PHONE: (920) 356-1036  
 FAX: (920) 356-1240

ESTIMATE BY ESTIMATE DATE
AMBER V. 04/15/16

Premium  
 Pro-rib

SKU NUMBER	DESCRIPTION	QTY TO ORDER	ADDITIONAL ITEM INFORMATION
151-1802	#30 FELT HEAVY DUTY 3'X72' (2 SQ)	7 EACH	
229-5729	1" GALV ROOFING NAIL 1 LB BOX	1 BOX	ON SALE THRU 04/16/16
231-2194	5/16" STAPLES 5010-C 5M	1 EACH	
146-1211	D4" CEDAR CREEK .040 WHITE	30 EACH	ON SALE THRU 04/16/16
146-1509	12'6" J-TRIM 5/8" WHITE	11 EACH	
156-6828	12' L-4 STEEL FASCIA WHITE	10 EACH	
157-1403	12' PRO FRIEZE ALUMINUM WHITE	10 EACH	ON SALE THRU 04/16/16
157-1487	16"X12' PRO VENTED SOFFITWHITE	32 EACH	ON SALE THRU 04/16/16
155-4306	8" BASE PROFLASH BOOT 1"-5" PIPE	1 EACH	** Special Order **
155-9149	PREMIUM OCEAN BLUE .0157BP-.018AP 13-192"	6.587	** Special Order **
155-9149	PREMIUM OCEAN BLUE .0157BP-.018AP 13-192"	6.587	** Special Order **
155-8595	PRO-RIB VENTER CLOSURE STRIP 4 PACK	7 EACH	** Special Order **
155-8616	PRO-RIB INSIDE CLOSURE STRIP 4 PACK 80	7 EACH	** Special Order **
156-4040	12' RESIDENTIAL RAKE TRIMSPO COLORS 55-OCEAN BLUE	6 EACH	** Special Order **
156-4095	10' RESIDENTIAL ROOF EDGESPO COLORS 55-OCEAN BLUE	8 EACH	** Special Order **
156-4215	10' RESIDENTIAL RIDGE CAP4/12 PITCH 55-OCEAN BLUE	5 EACH	** Special Order **
230-1613	1" WOODGRIP PAINTED SCREW1LB BOX 55-OCEAN BLUE	1 EACH	** Special Order **
230-1655	1-1/2"WOODGRP PAINT SCREW5LB BOX 55-OCEAN BLUE	2 EACH	** Special Order **
230-1671	2" WOODGRIP PAINTED SCREW1LB BOX	1 EACH	** Special Order **

This is an estimate. It is given only for general price information. This is not an offer and there can be no legally binding contract between the parties based upon this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form and are not inclusive of taxes, delivery, packaging or any other charges which may or may not need to be added when ultimately purchasing products from this estimate. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY OF THE MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by guest and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST. BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS.

GUEST COPY  
 PAGE 1 OF 2

Estimate From  
**MENARDS®**

Estimate # 9245  
 Page 2 of 2

ESTIMATE FOR:
City of Columbus 229 E School St Columbus, WI 53925-1760
Ph: (920) 623-5908
PROJECT DESCRIPTION: Ocean Blue

STORE # 3224 BVDM  
 121 Frances Lane  
 Beaver Dam, WI 53916

PHONE: (920) 356-1036  
 FAX: (920) 356-1240

ESTIMATE BY ESTIMATE DATE
AMBER V.                      04/15/16

SKU NUMBER	DESCRIPTION	QTY TO ORDER	ADDITIONAL ITEM INFORMATION
	55-OCEAN BLUE		
155-9961	20' PALLET SPEC ORDER    11-2X4-20'	1    EACH	** Special Order **

\*\*\* If purchased today, you save \$84.50 \*\*\*

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TODAY'S SUB-TOTAL:	2,823.65
REGULAR SUB-TOTAL:	2,908.15

**GUEST COPY**  
**PAGE 2 OF 2**

DATE: April 28, 2016  
TO: Mayor Crombie and Council Members  
FROM: Fire Chief Randy Koehn  
RE: Fiber optic connection to the future fire station

At the April 19 council meeting, there was a brief discussion about the possibility of installing a fiber optic line connecting city hall to the future fire station on W. James St. Since then, we have gathered more information on the topic.

I readily admit that I'm not very savvy on this topic, so I am relying on others who are, or have had experience with life both before and after a fiber optic connection. I've attached correspondence from Carolyn Fredericks from DPW, Ken Malenke, the City's IT consultant, and Eric Anthon from Columbus Water and Light. Please note that according to Eric's research, there is a very short window of opportunity to make plans for a fiber optic line to be installed next year at the same time new street lights are installed. This would be the optimum time to do it as a trench would already be open for the street light lines.

Optimally, a new fire station should be built to last about 50 years. With the James Street reconstruction project on the horizon, it's very timely to capitalize on it by installing utilities that will benefit the new station well into the future. Is it possible to include the costs for this when borrowing for the land acquisition?

Thank you for your consideration in this matter. Input from the others follows...

*As the City is planning for the future site of the new fire department building, I believe it is very important to also plan for fiber optics to be available to the new building, and to be able to hook up to the City server.*

*When I first arrived at my position at Public Works, we did not have fiber optics to our building. A very frustrating place to be! We often would get bumped off of the internet when looking up information, as well as not always being able to rely on emails getting through in a timely manner. I always worried about how unprofessional this may appear to others, as I am trying to communicate and take care of business for Columbus Public Works, and not always sure if my information is going out effectively or being held up until we do go back on-line.*

*As for doing payroll and payables for Public Works, it meant I had to be connected to the City server at City Hall. The only nice thing I have to say about that, is that I got to meet the Administrative staff up there because I had to go up to City Hall and hop on the extra computer to get payroll or payables entered in to Caselle. This meant that I was not where I belonged at my desk and not able to answer the phone and meet the public that came into the Public Works office.*

*It was very inefficient, took much more time, and was quite unprofessional to have such a viable department for the City and community, not be hooked up to the basic business essentials needed to run efficiently.*

*I most certainly would suggest that spending the money for the future site of the Fire Department include putting in lines for fiber optics. Not only for today's standards of doing business and communication, but for future technology for the Columbus Fire Department protecting our community.*

Carolyn Fredericks  
Administrative Assistant  
Columbus Public Works Department

*Running Fiber from New FD to City Hall...*

*Fiber Optic:*

*If Fiber is used it will be like you are at city hall using all your programs/accessing files on the network. No Speed issues. With Fiber also I believe the phone systems could connect to CH, etc.*

*VPN: (Virtual Private Network):*

*VPN will be at internet speed or slower, it will rely on upload and download speeds at both locations. The more internet activity there is at each location the slower the VPN will be.*

*Wait times for opening documents etc. will be longer, some programs may not even work very well and could time out.*

*Own Server:*

*Upfront server costs on the high end could run up to about 20k after setup. This is the extreme high end. Plus then we have to look at backups along with off-site backup plus ongoing maintenance of the server. New server replacement is every 5-6 years. Yes we could probably get a server for around 5 or 6k plus labor to setup.*

*Without Fiber you will also have to have your internet connection that could run \$60-100 month.*

Ken Malenke  
Premium Computer Services, Inc.  
608-237-1430

**TO:** Randy Koehn  
**FROM:** Eric Anthon, Sup't.  
**DATE:** April 25, 2016  
**RE:** Fiber to new CFD Site

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Randy-

Based on our recent meeting, discussing the need for a dedicated Fiber Optic Cable to the new Fire Department Site, I contacted Pat Taddy of Forster Electrical Engineering (FEE) to see if it was feasible to amend the Street Lighting Plans for the 2017 James Street Project to include a 2" conduit solely, for the purpose of installing a Fiber Optic Cable at a later date. My thought process was the fact that new street lights would be installed along the complete James Street corridor and the contractor that ultimately ends up with this portion of the project, could add an additional 2" conduit in the same trench as the street lighting conduit from City Hall to the new CFD Site. In essence, there should be a cost savings seeing as how the contractor will need to trench in the conduits for the street lights. Also, the benefit to installing the fiber duct at the same time as the street light duct is that generally, street lights are one of the last items to be installed on a street project. With that being said, installing the duct prior to the 2017 James Street project would expose the duct to damage while James Street is under construction, because the duct will be empty and not be able to be located. Please see the attached 'marked-up' plans from Pat detailing the location of the 2" fiber duct.

I've attached an email from Pat Taddy, explaining that FEE could still amend the Street Light Plans, at a cost of \$3,200. The \$3,200 would include altering the plans, specifications and providing a construction cost estimate (cost to install the 2" conduit and materials during the James Street Project). Please be aware that the 'window' for altering the Street Lighting Plans is closing as the DOT has requested that the Consultants submit final plans as of May 2<sup>nd</sup>, in order for the DOT to complete a final review of the plans ahead of the 2016 fall bidding schedule.

If you have further questions or comments on this matter, please let me know.

# 2016 AGENDA ITEM

**MEETING DATE:** May 3, 2016

**AGENDA ITEM:** TIF #4 Drainage Issues

**DETAILED DESCRIPTION OF SUBJECT MATTER:**

This item on the COW agenda – relative to the drainage of the TIF #4 area is more for FYI at this point.

As the TIF area has begun to develop, there has been concerns raised by the property owners there about the current flow of storm water through the area. City staff has had a few conversations about the issue and there was a larger meeting with a DNR officials and land owners recently to discuss the regional concern as well.

There will be more information provided on Tuesday night, but what the issue comes down to is who is responsible to address the situation, which is current that water is “bottled up” within the most southeast lot owned by Carl Benck. Carl believes that the City’s culvert under Columbus/Fall River Road is too small, but the water running through it goes into an 18” underground storm water pipe into Richard Sheard’s land and meanders to the northeast. Given the discussion we’ve had on this recently, I felt it should be brought to your attention.

One other matter associated with this is the Michel’s quarry is just to the west of the area and they have a DNR permit to pump water they pull out of the quarry pit into this drainage way. Prior to the new permit, they were pumping their water in a more southeast direction through the middle of the Commerce Center Development.

Attached is a map showing the area of interest.

**ACTION REQUESTED OF COUNCIL:** Nothing at this time



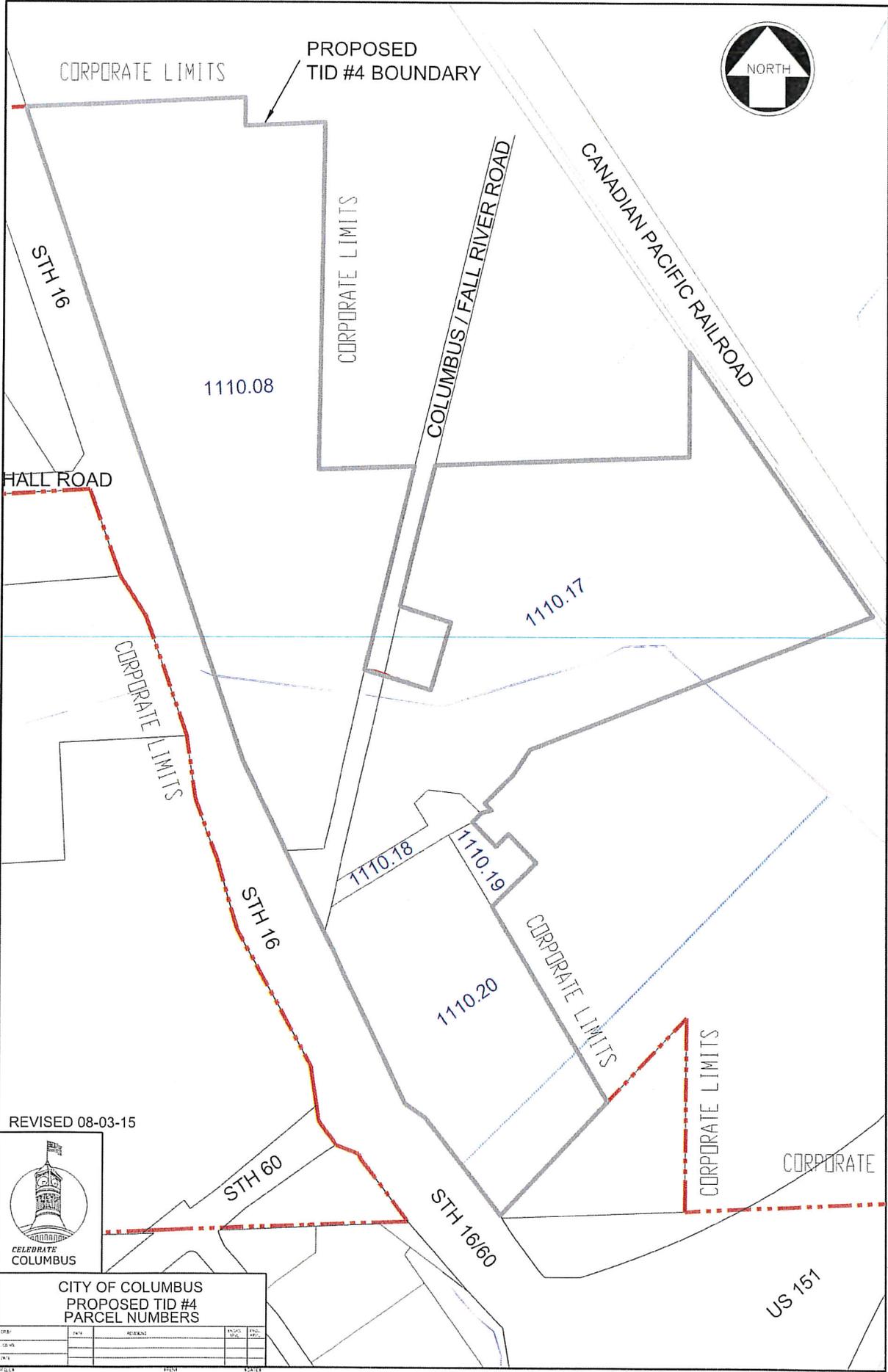
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CORPORATE LIMITS  
PROPOSED TID #4 BOUNDARY

STH 16

1110.08

CORPORATE LIMITS

COLUMBUS / FALL RIVER ROAD

CANADIAN PACIFIC RAILROAD

HALL ROAD

1110.17

CORPORATE LIMITS

STH 16

1110.18

1110.19

1110.20

CORPORATE LIMITS

REVISED 08-03-15



STH 60

STH 16/60

CORPORATE LIMITS

CORPORATE

US 151

CITY OF COLUMBUS  
PROPOSED TID #4  
PARCEL NUMBERS

DATE	BY	REVISIONS	PARCEL NO.	PAGE NO.