

COLUMBUS COMMON COUNCIL – COMMITTEE OF THE WHOLE
MONDAY, AUGUST 1, 2016 – FOLLOWING REGULAR MEETING
COLUMBUS CITY HALL
AGENDA

1. Roll Call
2. Notice of Open Meeting
3. Approve Agenda
4. Snowmobile Trails
5. Discussion on date for Council workshop on TIF #4 & Economic Development
6. Discuss the Sewer Utility rate study recommendations for the City of Columbus and the Elba Sanitary District
7. Consider Ordinance No. 731-16, An Ordinance to Repeal and Recreate Section 102-328(b) & 102-328(c) of the City Code of Ordinances Regarding Fixed Charge and Variable Charge Sewer Rates.
8. Task Order – Ruckert Mielke for GIS Mapping Work
9. Task Order – Ruckert-Mielke for Fireman’s Park Storm Study
10. Revision #2 – SMA with DOT , James St Project, Industrial Dr to River Road
11. Discussion on City Waste Management Program, 2017 and beyond
12. Update on purchase of property at 1149 W. James Street, purchase contingencies
13. Council Code of Conduct
14. Adjourn

July 27, 2016

To: Mayor Crombie, President Thom and members of the Columbus Common Council

From: Dave Carlson-Economic Development Director

Re: **Possible TIF # 4/Economic Development Work Session, August 29th, 2016**

Since we have hit a little break in issues related to developer agreements, etc. in TIF #4, Patrick and I have discussed the benefit of having a work session to discuss future issues that could arise with TIF #4 and potential development opportunities. This would be an opportunity for us to discuss issues related to TIF # 4 and broader economic development strategies if you would like.

Since we have five Tuesdays in August, Patrick and I are proposing **Tuesday August 29th, 2016** as the date for the meeting with a 6:00 or 6:30 p.m. start time. We would meet in the 2nd Ward Room.

CITY OF COLUMBUS

ORDINANCE NO. 731-16

AN ORDINANCE TO REPEAL AND RECREATE SECTION 102-328(b) & 102-328(c) OF THE CITY CODE OF ORDINANCES REGARDING FIXED CHARGE AND VARIABLE CHARGE SEWER RATES.

The Common Council of the City of Columbus, Columbia County, Wisconsin do hereby ordain as follows:

- 1. Section 102-328(b) is repealed and recreated to now read as follows:

(b) Minimum monthly charge (fixed charge). The minimum monthly charge for all users within the City of Columbus shall be based upon the size of their water meters in accordance with the table set forth below. Deduct meters are not included in the fixed charge. The minimum monthly charge for other users or municipalities that use the City Wastewater Treatment System shall be established by separate agreement between the City and the municipality or other user:

Fixed Charges By Meter Size:	Monthly Charge:
5/8"	\$15.70
3/4"	\$15.70
1"	\$21.00
1 1/4"	\$25.00
1 1/2"	\$29.00
2"	\$39.00
3"	\$62.00
4"	\$95.00
6"	\$177.00

- 2. Section 102-328(c) is repealed and recreated to now read as follows:

(c) Variable monthly billing (volume charge). The volume charge for users discharging wastewater having normal strength shall be based on the volume of water discharged to the sewerage system. The volume charge for users within the City discharging wastewater having normal strength shall be:

Volume per 100 cubic feet (ccf) / 1,000 gallons \$5.46 per ccf

The volume charge for other users or municipalities that discharge wastewater having normal strength to the City Wastewater Treatment System shall be established by separate agreement between the City and the municipality or other user.

3. **Severability.** If any portion of this Ordinance or its application on any person or circumstances is held invalid, the validity of this Ordinance as a whole or any other provision herein or its application shall not be affected.
4. **Effective Date.** This Ordinance shall take effect immediately upon its passage and publication.

Adopted this ____ day of _____, 2016.

CITY OF COLUMBUS

By: _____
Kelly Crombie, Mayor

By: _____
Anne Donahue, City Clerk

CITY OF COLUMBUS

FOR MEETING OF: Committee of the Whole – August 1, 2016

REQUEST FROM/DEPARTMENT: SEWER UTILITY

AGENDA ITEM: Consider and take action on the remaining Sewer Utility rate study recommendations for changes to the rate structure to City of Columbus users and Town of Elba.

OVERVIEW OF THE REQUEST: Baker Tilly-Virchow Krause, LLP was hired by the City to perform a rate study for the Sewer Utility.

BACKGROUND OF REQUEST: As required by both the bonds the Utility has taken out for financing and the Dept. of Natural Resources the City's Sewer Utility is to review the rates at least every two years.

PREVIOUS ACTION TAKEN (IF APPLICABLE): Rate studies have been done every two years with the last rate change being in the year 2008 to the City of Columbus users. In 2014 the Town of Elba saw a reduction in the rate based on the retirement of debt associated with the Town of Elba agreement.

July 19, 2016: At the regular meeting on July 19th the rates for the waste haulers and the Village of Fall River were approved.

DESCRIPTION AND SCOPE OF PROJECT/ITEM WITH KEY ISSUES NOTED: The purpose of the study was to ensure that the Utility was maintaining its ability to meet the following requirements: (pages 3-4 of study)

- 1.) Cash needs of the Utility – methodology used in the study designed to determine the cash needs of the utility current and future.
- 2.) Maintaining consistency with existing rate design structure – being consist in looking at the prior studies and maintaining the consistent allocations and percentages.
- 3.) Compliance with debt service coverage – the Utility's bond resolutions require the Utility's "earnings" to be more than 110% of the annual revenue bond debt service requirement.
- 4.) DNR rate design requirements – requires that rates are proportional for operational, maintenance and required replacement costs. This means that charges reflect the relative customer volume, strength of wastewater and size of meters.

RATE STRUCTURES:

Attached for the Council's consideration is the proposed rate structure for the various meter sizes/users within the City taken directly from the study. Also attached is the rate structure as recalculated at the Village of Fall River's request based on their average number of gallons determining their rate.

ADDITIONAL INFORMATION REQUESTED:

FIXED VS VOLUME CHARGES. A question was raised about the split between the fixed and volume charges and how it was arrived at. The question was posed to Dan LaHaye of Baker Tilly and he had responded with:

“In general, the fixed charges are designed to recover costs of having a customer (demand and customer costs), while the variable portion is designed to recover costs associated with the volume of treatment and the type of waste treated. A good breakdown of this is shown on Schedule 4 the Summary of Cost of Service. This shows a summary of what makes up Operation & Maintenance, the replacement fund schedules, debt service and other revenues and refers you to the detailed schedules behind the numbers.”

A second summary of costs was prepared to help show the fixed and volume costs and how they are allocated. This percentage is then applied to the actual rate/charges.

TOWN OF ELBA – RATE. A second question was posed about the calculation for the Town of Elba – even with an increase anticipated for 2016 in volume the debt service requirements for Elba have decreased. The recommendation from Baker Tilly was that any decision to reduce the rate would be that of the Council’s. If the decision was made to reduce the rate it could be reduced by \$425 a year or from \$2.84 to \$2.71 per 1,000 gallons.

Staff recommendation is to keep the current rate for the Town of Elba with no changes. As plant costs continue to increase it is staff’s belief that it would be prudent to keep the current rate of \$2.86 and reconsider any changes in rates at the 2018 study.

ACTION:

To determine the rate changes for the City of Columbus users and Town of Elba.

RECAP OF SEWER RATE STUDY RECOMMENDED FEES

Approval would make the following changes, as originally recommended in the rate study, to the rate structure for the Sewer Utility **based on Fall River as forecasted NOT averaged:**

Users/Customers:	Current Rate:	New Rate:	Difference:
City of Columbus Users:			
Volume Charge per 1,000 gallons	\$5.36	\$5.46	\$ 0.10
Fixed Charges By Meter Size:			
Meter Size: 5/8"	\$15.60	\$15.70	\$ 0.10
3/4"	\$15.60	\$15.70	\$ 0.10
1"	\$20.00	\$21.00	\$ 1.00
1 ¼"	\$23.00	\$25.00	\$ 2.00
1 ½"	\$26.00	\$29.00	\$ 3.00
2"	\$34.00	\$39.00	\$ 5.00
3"	\$53.00	\$62.00	\$ 9.00
4"	\$80.00	\$95.00	\$15.00
6"	\$146.00	\$177.00	\$31.00
Town of Elba	\$2.86/1,000	\$2.71/1,000	(\$0.15)

(To ensure a clean change from the current to new rates the City will work with the Water & Electric Utilities who read the meters and invoice for the Sewer Utility use to determine the correct billing cycle start date after approval. For the Town of Elba it will fall on the first day following the month of approval.)

RECAP OF SEWER RATE BASED ON AVERAGED – FALL RIVER

Approval would make the following changes to the rate structure for the Sewer Utility revised to be **based on Fall River as averaged:**

Users/Customers:	Current Rate:	New Rate:	Difference:
City of Columbus Users:			
Volume Charge per 1,000 gallons	\$5.36	\$5.58	\$ 0.22
Fixed Charges By Meter Size:			
Meter Size: 5/8"	\$15.60	\$15.90	\$ 0.30
3/4"	\$15.60	\$15.90	\$ 0.30
1"	\$20.00	\$21.00	\$ 1.00
1 ¼"	\$23.00	\$25.00	\$ 2.00
1 ½"	\$26.00	\$29.00	\$ 3.00
2"	\$34.00	\$39.00	\$ 5.00
3"	\$53.00	\$62.00	\$ 9.00
4"	\$80.00	\$96.00	\$16.00
6"	\$146.00	\$177.00	\$31.00
Town of Elba	\$2.86/1,000	\$2.71/1,000	(\$0.15)

(To ensure a clean change from the current to new rates the City will work with the Water & Electric Utilities who read the meters and invoice for the Sewer Utility use to determine the correct billing cycle start date after approval. For the Town of Elba it will fall on the first day following the month of approval.)

COLUMBUS SEWER UTILITY

Summary of Cost of Service
Costs Allocated to Columbus
Test Year 2016

	Allocation Basis	Forecasted 2016 Costs	Volume	BOD	SS	TKN	Phosph	Demand	Customer Costs
Operation and maintenance expenses	Detailed schedule	\$ 753,500	\$ 286,505	\$ 111,820	\$ 87,347	\$ 21,441	\$ 16,331	\$ 67,272	\$ 162,821
* Treatment plant replacement fund	Treatment plant	115,100	38,828	24,716	24,185	7,491	8,542	815	10,525
Collection system replacement fund	Collection system plant	121,600	103,360	-	248	-	-	17,496	496
Pump replacement fund	Pumping equipment plant	24,700	20,995	-	-	-	-	3,705	-
Debt Service									
2007 Clean Water Fund Loan	Collection System	143,500	121,975	-	293	-	-	20,647	586
2007 General Obligation bonds	Collection System	88,500	75,225	-	181	-	-	12,733	361
2010 Clean Water Fund Loan	Treatment Plant	82,200	27,729	17,651	17,272	5,350	6,100	582	7,517
Less other revenues	Above allocations	(64,700)	(32,839)	(7,506)	(6,305)	(1,669)	(1,508)	(6,000)	(8,875)
Fall River High Strength Adjustment	Historical charges	(2,800)	-	(1,600)	(1,200)	-	-	-	-
Rate Stabilization Adjustment	Existing Rate Structure (A)	-	(180,000)	-	-	-	-	-	180,000
Allocated costs		<u>\$ 1,261,600</u>	<u>\$ 461,778</u>	<u>\$ 145,081</u>	<u>\$ 122,020</u>	<u>\$ 32,613</u>	<u>\$ 29,465</u>	<u>\$ 117,250</u>	<u>\$ 353,430</u>

(A) To maintain consistency in overall rate design.

Please refer to Accountants' Report, Summary of Significant Assumptions, and Summary of Significant Accounting Policies.

COLUMBUS SEWER UTILITY

Summary of Cost of Service - Fixed vs Volume
Costs Allocated to Columbus
Test Year 2016

	Allocation Basis	Source	Volume Allocated Costs	Volume Percentage	Fixed Allocated Costs	Fixed Portion	Forecasted 2016 Costs
Operation and maintenance expenses	Detailed schedule	Schedule 9	\$ 523,444	69%	\$ 230,093	31%	\$ 753,500
Treatment plant replacement fund	Treatment plant	Schedule 15*	103,762	90%	11,340	10%	115,100
Collection system replacement fund	Collection system plant	Schedule 16	103,608	85%	17,992	15%	121,600
Pump replacement fund	Pumping equipment plant	Schedule 14	20,995	85%	3,705	15%	24,700
Debt Service	Collection System/Treatment Plant	Schedule 8*	271,775	86%	42,425	14%	314,200
Less other revenues	Above allocations	Schedule 4	(40,300)	62%	(12,031)	19%	(64,700)
Fall River High Strength Adjustment	Historical charges	Schedule 4	(2,800)	100%	-	0%	(2,800)
Rate Stabilization Adjustment	Existing Rate Structure (A)	Schedule 4	(180,000)		180,000		-
	Allocated costs		\$ 800,484	63%	\$ 473,524	38%	\$ 1,261,600

(A) To maintain consistency in overall rate design. This adjustment was \$160,000 in test year 2008.

* - Excludes Elba and Fall River allocations which are allocated on Schedules 11A and 11B respectively.

Elba Rates

Our study shows Elba rates could be decreased \$425 or 4.4%. Based on average volume from the three year period 2012-2014, Elba's volume is 1.06% of the total treated volume for the City of Columbus, Elba and Fall River. Elba had previously been allocated 1.05% of operation and maintenance costs. Elba's debt service requirements have decreased from \$1,800 in their current rates to \$900 in the test year 2016 study. This is because the 1996 Clean Water Fund Loan, which was paid off in fiscal year 2012 by the City, was set to mature in 2015 and therefore a portion of that debt is no longer being allocated to Elba when determining test year 2016 rates. Additional details on the debt service allocated to Elba can be found on Schedule 11A.

Elba currently pays \$2.84 per 1,000 gallons, and we calculate that the Elba charge, taking into account the above changes, could be \$2.71 per 1,000 gallons. The primary reason for the decrease is the reduction in debt service partially offset by an increase in volume.

Elba's current rates were determined during the test year 2014 rate study. The estimated volume for Elba in the 2014 study was 3,600,000 gallons while the estimated 2016 gallons are 3,900,000. This 8% increase in forecasted gallons, together with an overall increase in operation in maintenance expenses at the City, causes an increase in costs allocated to Elba increase their cost per gallon. Historical trends of Elba's usage can be found at Schedule 2A. The other driving factor in the reduction in Elba rates is the decrease in allocated costs due to the reduction of Elba's debt service allocation explained above. We leave the decision whether to reduce Elba's rates, and if so, how much, to the Council.

2016 AGENDA ITEM

MEETING DATE: August 1, 2016

AGENDA ITEM: ___ GIS Task Order

DETAILED DESCRIPTION OF SUBJECT MATTER:

Attached is a Task Order from Jason Lietha and Ruekert-Mielke relating to the GIS mapping project. The GIS mapping project is a 2016 budgeted item and is designed to create a more comprehensive, electronic map of the City to allow for quick understanding and reference to the City's street, park, tree, and utility infrastructure. It is something that can be expanded into many other areas of municipal operation as well.

The City received a 2016 Urban Forestry Grant from the DNR to assist with the cost. The Forestry link is tied to the need to create a City Tree inventory, which helps set up our map for other data inclusion. The tree inventory is also the reason why the project is starting this late in the year, as it is related to the schedule of the tree consultant charged with performing the survey/inventory for the City. The consultant is Wachtel, and he is not able to perform the work until August.

For those new to the Council, City Engineer Jason Lietha can provide a quick summary of the system and what is necessary to get this project moving ahead.

ACTION REQUESTED OF COUNCIL: Consideration of the Task Order to continue working on the GIS Mapping System.

TASK ORDER 2016-05
2016 City of Columbus GIS Site Development

This is Task Order No. 2016-05,
consisting of 6 pages.

Task Order

In accordance with paragraph 1.1 of the Master Professional Service Agreement between the City of Columbus (City) and Ruekert & Mielke, Inc. (R/M) for Professional Services – Task Order Edition dated April 6, 2010 (“Agreement”), City and R/M agree as follows:

1. Project Timeline

GIS site development and Tree Inventory to be completed within 120 days from authorization, (completion date could vary as we may wait for springtime conditions to maximize efficiency).

2. Services of R/M (Appendix A)

Ruekert & Mielke, Inc will provide the development of a GIS web application as specifically outlined in the attached appendix A.

- Use of ArcServer software to allow web based GIS mapping
- Geocortex platform to allow users many functions to manage and view data
- Amazon web service provides a reliable and scalable cloud environment
- Use of Columbia and Dodge County map services where available to provide various layer and datasets
- Information within 1.5 mile radius of the City of Columbus Corporate Boundary

3. Services of Wachtel Tree Science, Inc. (Appendix B)

Wachtel Tree Science will provide development of a tree inventory, Urban Forestry plan and a Emerald Ash Bore Readiness / Response plan as specifically outlined in the attached appendix B.

- Inventory assumes approximately 4,000 trees
- Trees within parks and City right of way location will be inventoried
 - tree/growth space ID#
 - inspection date
 - species
 - address

TASK ORDER 2016-05
2016 City of Columbus GIS Site Development

- street
- side street
- growth space size
- DBH
- height class
- percent deadwood
- condition rating
- tree value (Council of Tree and Landscape Appraisers, 7th edition, basic formula method)
- maintenance need categories
- work priority
- clearance issues
- overhead utilities present
- special conditions
- general notes (see attached Master Inventory Data Sheet)
- Urban Forestry Plan (summarize inventory results)
- Emerald Ash Bore readiness plan/response plan

TASK ORDER 2016-05
2016 City of Columbus GIS Site Development

Payments to R/M

A. City shall pay R/M for services rendered as follows:

L.S. = Lump Sum A.S. = Annual Subscription

<i>Category of Services</i>	<i>Estimate of Compensation for Services</i>	
<hr/>		
RUEKERT & MIELKE, INC.		
* GIS Web Application Development	\$9,334	L.S.
* 2016 Prorated Annual Service Fee (included 6 months software, data and hardware)	\$2,500	A.S.
Existing file conversion to GIS format		
City Layers	\$2,500	L.S.
Sanitary Layers	\$2,500	L.S.
GIS Management Tools (Annual Services)		
Tree Tool	\$1,200	A.S.
Zoning Tool	\$800	A.S.
Document Upload Tool	\$800	A.S.
Sanitary Sewer Attribute Tool		
Manhole Attribute	\$400	A.S.
Pipe Attribute	\$400	A.S.
Training	\$1,200	L.S.
<hr/>		
SUBTOTAL FOR RUEKERT & MIELKE	\$21,634	
SUBTOTAL FOR WACHTEL TREE SCIENCE INC	\$23,050	
<hr/>		
TOTAL TASK ORDER	\$44,684	

* This cost is 2/3 of the total cost. Columbus Water & Light will be paying the remaining 1/3 of the cost.

B. The terms of payment are set forth in Section III and Exhibit A of the agreement.

C. Annual subscription cost will reoccur each year in the future.

TASK ORDER 2016-05
2016 City of Columbus GIS Site Development

D. Services/items not included in this task order are as follows:

1. Verification of accuracy of the data provided
2. No storm sewer tools
3. Sanitary Manhole Inspection and Repairs Form
4. Sanitary Overflow (CMOM) Forms
5. Sanitary Manhole Rehabilitation Form
6. Lift Station Attribute Edit Form
7. Sanitary Pipe Cleaning Form
8. Sanitary Pipe Condition Form
9. Sanitary Pipe Televising Form
10. Sanitary Pipe Rehabilitation Form
11. Lateral Inspection Form
12. CCTV and CCTV Defect ReportLinks
13. Also excludes any items not specifically included in this task order

TASK ORDER 2016-05
2016 City of Columbus GIS Site Development

Terms and Conditions: Execution of this Task Order by City and R/M shall make it subject to the terms and conditions of the agreement (as modified above), which Agreement is incorporated by this reference. R/M is authorized to begin performance upon its receipt of a copy of this Task Order signed by City.

The Effective Date of this Task Order is July 12, 2016.

City of Columbus:

Ruekert & Mielke, Inc. :

By:

By:

Name:

Name:

Jason P. Lietha, P.E.

Title:

Title:

Vice President/Office Manager

TASK ORDER 2016-05
2016 City of Columbus GIS Site Development

**DESIGNATED REPRESENTATIVE FOR
TASK ORDER:**

Name: Patrick VanderSanden

Name: Jason P. Lietha

Title: City Administrator

Title: Vice President / Office Manager

105 North
Dickason Blvd
Columbus, WI
53925

258 Corporate Drive Suite 200
Madison WI 53714

Address: _____

Address: _____

E-Mail pvaardersanden@columbus.wi.u
Address: s

E-Mail jlietha@ruekert-mielke.com
Address: _____

Phone: 920-623-5900

Phone: 608-819-2600

Fax: _____

Fax: _____

2016 AGENDA ITEM

MEETING DATE: August 1, 2016

AGENDA ITEM: ___ Task Order – Firemens Park Storm Study

DETAILED DESCRIPTION OF SUBJECT MATTER:

Attached is a Task Order from City Engineer Jason Lietha relative to the initiation of a study of the storm sewer system in Firemen's Park.

Jason will explain further at the Committee of the Whole, but the drainage issues at Firemen's Park have been an issue for as long as I can remember.

ACTION REQUESTED OF COUNCIL: Consideration of further study in to the drainage needs of Firemen's Park.

TASK ORDER 2016-10
Fireman's Park Storm Water Study

This is Task Order No. 2016-10,
consisting of 4 pages.

Task Order

In accordance with paragraph 1.1 of the Master Professional Service Agreement between the City of Columbus (City) and Ruekert and Mielke, Inc. (R/M) for Professional Services – Task Order Edition dated April 6, 2010 (“Agreement”), City and R/M agree as follows:

1. Specific Project Description

A. Background

- Two locations in Fireman's Park with corrugated metal culverts of unknown depth and alignment (see Exhibit A).
- Metal pipe is collapsing and causing sink holes which creates a safety issue for both people and animals.
- Continuing Department of Public Works maintenance and costs associated with this problematic storm water infrastructure.

B. Purpose

- The purpose of this study is to identify issues with the current storm water infrastructure in Fireman's Park, to evaluate a variety of possible alternatives, and ultimately to recommend a single alternative to the City.

2. Services of R/M

A. Phase 1 – Site Investigation

- Site visit to gather information and evaluate site conditions.
- Collect necessary measurements and survey data.
 - i. Survey data will be used to determine the alignment and grades of the culverts. Survey points include, but are not limited to, the following:
 - Directly upstream and downstream of each culvert.
 - Top of culverts (when possible).
- Identify possible constraints on future solutions.
- Contact the Wisconsin Department of Natural Resources and the Army Corps of Engineers for determination of navigability.

B. Phase 2 – Evaluation of Alternatives

- Phase 2 will include an analysis of data collected in Phase 1.
- Preparation of a report to include the following:
 - Summary of current site conditions and storm water infrastructure.
 - Relevant data collected during site investigation.
 - Identification of possible solutions.

TASK ORDER 2016-10
Fireman's Park Storm Water Study

- Evaluation of solutions based on cost, permit requirements, safety, and effectiveness.

C. Phase 3 – Recommendation for Future Work

- Present study to the City.
- Discuss recommended alternative and logical next steps.

3. Items Excluded

A. The following items are excluded from the Scope of Services:

- Follow up site visits, meetings, and certifications.
- Plan design.
- Bidding and construction.
- Contaminated site investigations, coordination, and/or remediation design.
- Historical, environmental, or archeological investigations, coordination, and/or mitigation.
- Environmental impact statements or site assessments.
- Title searches.
- Record drawings.
- Real estate appraisal/acquisition.
- Permitting.
- Public hearings.
- Any grant application completion or administration related to this project.

4. Times for Rendering Services

- A. Study to be completed by 45 days from authorization.

5. Payments to R/M

- A. City shall pay R/M for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation</i>
Site Investigation	Standard Hourly Rates	\$1,600
Evaluation of Alternatives and Report Preparation	Standard Hourly Rates	\$3,678
	TOTAL =	\$5,278

TASK ORDER 2016-10
Fireman's Park Storm Water Study

- B. The terms of payment are set forth in Section III and Exhibit B of the Agreement.
- C. Terms and Conditions: Execution of this Task Order by City and R/M shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. R/M is authorized to begin performance upon its receipt of a copy of this Task Order signed by City.

TASK ORDER 2016-10
Fireman's Park Storm Water Study

The Effective Date of this Task Order is _____.

City of Columbus:

Ruekert & Mielke, Inc.:

By:

By:



Name:

Name:

Jason P. Lietha, P.E.

Title:

Title:

Vice President

**DESIGNATED REPRESENTATIVE FOR
TASK ORDER:**

Name:

Name:

Jason P. Lietha, P.E.

Title:

Title:

Vice President

Address:

Address:

258 Corporate Drive, Madison WI
53714-2407

E-Mail
Address:

E-Mail
Address:

jlietha@ruekert-mielke.com

Phone:

Phone:

608.819.2600

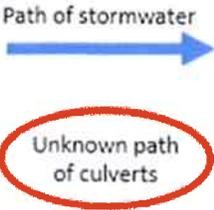
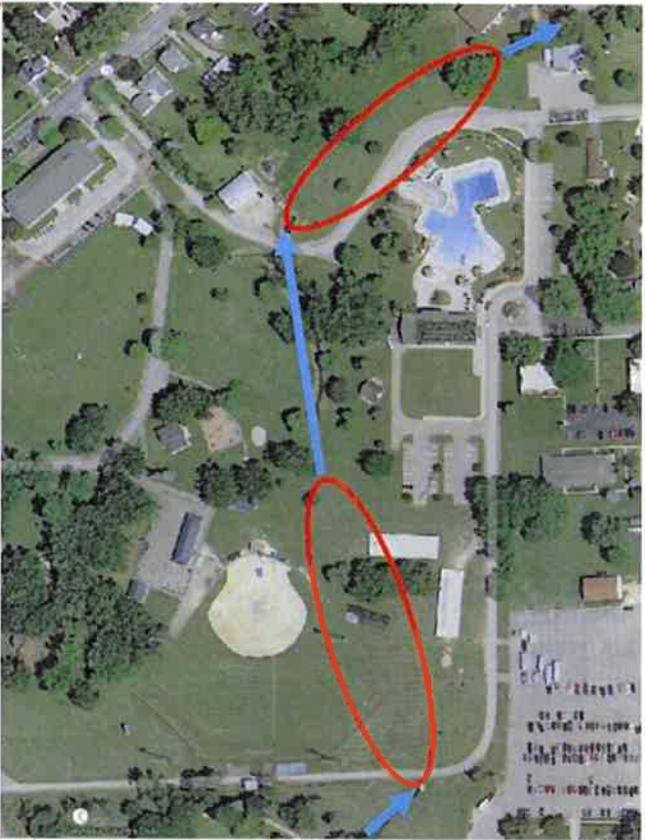
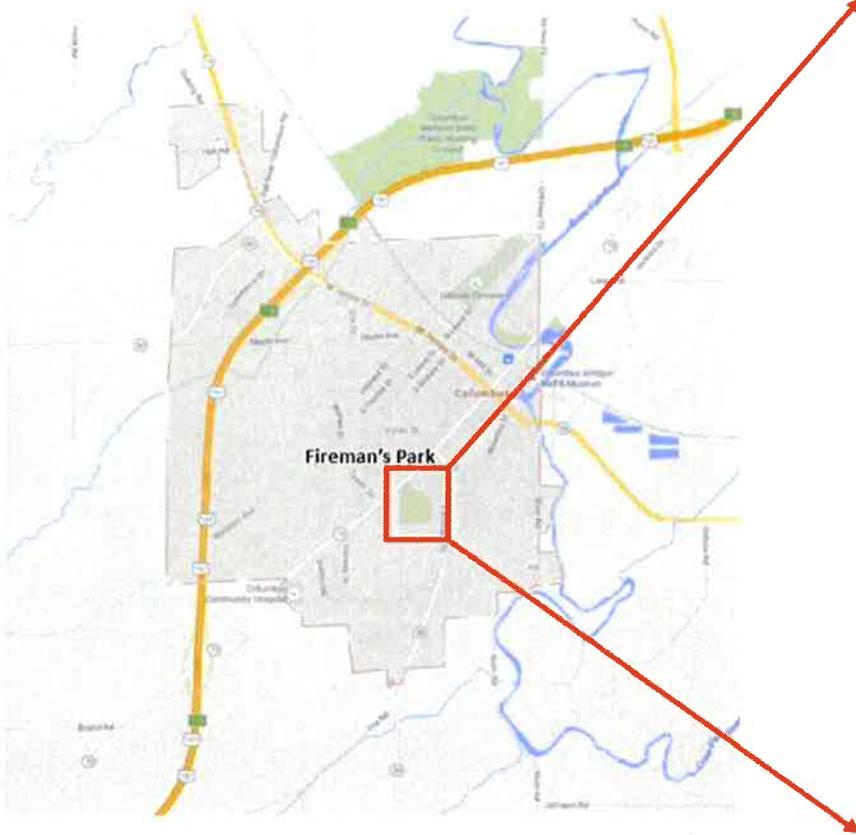
Fax:

Fax:

608.819.2600

Area of Study in Fireman's Park

Exhibit A



RUEKERT & MIELKE, INC.

STANDARD HOURLY RATES		STANDARD HOURLY RATES	
ENGINEERING SERVICES		SCADA SERVICES	
Engineer 9	\$220.00	Senior SCADA Analyst	\$165.00
Engineer 8	175.00		
Engineer 7	165.00	SURVEYING SERVICES	
City Engineer 7	149.00	Professional Land Surveyor	119.00
City Engineer 7 (Meeting Rate)	74.00	Crew Chief / Surveyor	109.00
Engineer 6	151.00	Surveying Technician	79.00
Engineer 5	141.00		
Engineer 4	131.00	CONSTRUCTION REVIEW SERVICES	
Engineer 3	111.00	Construction Review Manager	135.00
Engineer 2	104.00	Senior Construction Review Technician	92.00
Engineer 1	91.00	Construction Review Technician 2	79.00
Senior Engineer Technician	126.00	Construction Review Technician 1	67.00
Engineer Technician 3	105.00		
Engineer Technician 2	95.00	ADMINISTRATIVE SERVICES	
Engineer Technician 1	85.00	Certified Public Accountant (Company CFO)	165.00
Environmental Coordinator	131.00	Project Assistant	67.00
		Administrative Assistant	67.00
LANDSCAPE ARCHITECT SERVICES		MISCELLANEOUS	
Senior Landscape Architect	121.00	MILEAGE	
		For Engineers and Technicians	.54/mile
MUNICIPAL ECONOMICS & PLANNING SERVICES		For Construction Review Technicians	.58/mile
Senior Economic Consultant	171.00	For Survey Crews	.75/mile
Economic Consultant	125.00	Nonbillable R/M truck mileage	.00/mile
Senior Planning Consultant	115.00	Nonbillable mileage	.00/mile
IT/GIS TECHNICIAN SERVICES		Print reproductions	.30/sq. foot
Asset Management Consultant	160.00	Color copies	.30/page
IT/GIS Analyst 4	145.00	B&W copies	.10/page
IT/GIS Analyst 2	120.00	Color plots	2.50/sq. foot
IT/GIS Analyst 1	106.00	Scanning	.30/scan
IT/GIS Technician 2	95.00	Flow Probe	125.00/day
IT/GIS Technician 1	85.00	GPS equipment	125.00/day
		ATV fee	125.00/day
		Robotics equipment	125.00/day
		Road Tube Traffic Counter -- day	50.00/day
		Road Tube Traffic Counter -- week	150.00/week
		Turning Movement Traffic Counter	10.00/day

Note: Overtime rates will be 120% of standard rate for construction review services.

2016 AGENDA ITEM

MEETING DATE: August 1, 2016

AGENDA ITEM: Hwy 16/60 James Street – SMA

DETAILED DESCRIPTION OF SUBJECT MATTER:

Attached is what we have been told is the final State-Municipal Agreement between the City and State DOT for the James Street project.

I sent the document around to staff for review and received no comments. It appears at this point that things look to be in order with this draft. The numbers are different from the last SMA due to the fact that the City altered the aesthetics and increased the amount included in CSS lines. The Columbus Water & Light was going to fund the decorative lighting, and the City was going to contribute to the cost of the other items, such as the colored crosswalks. The city costs, such as engineering (plan development), parking lanes and utilities have been updated and adjusted in this document.

There is no set deadline for approval of the SMA, but DOT has sent it over and asked that we act upon it.

ACTION REQUESTED OF COUNCIL: Consideration of the Hwy 16/60 Project SMA.



Revision #2
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT

[This agreement supersedes the agreement signed by the Municipality on January 20, 2015 and signed by DOT on March 31, 2015.]

Revised Date: April 19, 2016
 Original Date: October 22, 2009
 I.D.: 1401-02-01/71/73
 Road Name: STH 16/60 (James Street)
 Limits: Industrial Drive – River Road
 County: Columbia
 Roadway Length: 1.28 Miles

The signatory city, village, town or county, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: STH 16 (James Street) is a connecting highway rural minor arterial passing through the City of Columbus in Columbia County. The existing roadway was originally constructed in 1955 and reconstructed in 1986. The existing concrete and asphalt pavement is worn, cracked and has numerous patches.

The existing roadway width between Meister Drive and Dickason Boulevard and Water Street to River Road is 44 feet (curb-face to curb-face) with two 12-foot travel lanes, two 8-foot parking lanes and 30-inch curb and gutter. There is existing sidewalk along the south side of the roadway and sidewalk along the north side starting from Legion Court to Dickason Boulevard and Water Street to River Road. The terrace width varies between 3 and 8 feet. There is existing street lighting on power poles, along both sides of the roadway.

The existing roadway width between Dickason Boulevard and Water Street (downtown area) is 48 feet (curb-face to curb-face) with two 12-foot travel lanes, two 10-foot parking lanes and 30-inch curb and gutter. There is existing sidewalk along the both sides of the roadway from the back of curb to building face about 11-feet wide. There is no terrace. There is existing street lighting on ornamental light poles, along both sides of the roadway.

The Industrial/Dix and STH 73/Ludington intersections are signalized and all other side streets are stop-controlled.

Proposed Improvement - Nature of work: The proposed roadway improvement concept is reconstruction.

The proposed roadway width between Meister Drive and Legion Court is 38 feet (curb-face to curb-face) with two 12-foot travel lanes, two 5-foot bike lanes (with no parking) and 30-inch curb and gutter. Sidewalk will be added along the both sides of the roadway, 5-foot wide with a nominal 7.5-foot terrace. Existing sidewalk will be replaced with 5-foot sidewalk.

The proposed roadway width between Legion Court and South Charles Street is 38 feet (curb-face to curb-face) with two 12-foot travel lanes, two 5-foot bike lanes (with no parking) and 30-inch curb and gutter. The existing sidewalk will be replaced with 5-foot sidewalk and terraces varying in width from 9' to 11'.

The proposed roadway width between South Charles Street and Dickason Boulevard, and Water Street to Manning Street is 50 feet (curb-face to curb-face) with two 12-foot travel lanes, two 5'-foot bike lanes, two 8' parking lanes and 30-inch curb and gutter. The existing sidewalk will be replaced with 5-foot sidewalk and 5-foot terraces.

The proposed roadway width between Dickason Boulevard and Water Street (downtown area) is to remain at 48 feet (curb-face to curb-face) with two 12-foot travel lanes, two 5-foot bike lanes, two 7' parking lanes, and 30-inch curb and gutter. The existing sidewalk will be replaced with 11-foot wide sidewalk. Replacement of the existing street lighting system with a requested decorative system is proposed in this section

The proposed roadway width between Manning Street to River Road is 44 feet (curb-face to curb-face) with two 12-foot travel lanes, two 8' wide bike lanes (with no parking), and 30-inch curb and gutter. The existing will be replaced with 6 foot sidewalk without a terrace.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:

- 1) The municipality will be responsible for 100% of the sanitary sewer and water main utility work including adjustments of manhole covers and water valves as well as the construction inspection and acceptance. These costs will be in project ID 1401-02-73.
- 2) The municipality will be responsible for 100% of the cost for a parking lane including the cost of excavation, base course, and concrete pavement.
- 3) All costs associated with the design and construction of a decorative lighting system that exceeds a standard system as well as the construction inspection and acceptance.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: Plan Development	\$ 783,000	\$ 587,250	75%	\$ 195,750	25%
Real Estate Acquisition: Acquisition (1401-02-21)	\$ 300,000	\$ 300,000	100%	\$ -	0%
Compensable Utilities(1401-02-41)	\$ 20,000	\$ 20,000	100%	\$ -	0%
Construction(1401-02-71):					
010 Roadway Items (1)	\$ 6,895,810	\$ 6,895,810	100%	\$ -	0%
020 Parking Lanes (2)	\$ 229,503	\$ -	0%	\$ 229,503	100%
Storm Sewer Credit (3)	\$ -	\$ 56,932	LS	\$ (56,932)	WC
Landscaping Credit (4)	\$ -	\$ 43,000	LS	\$ (43,000)	WC
Electrical Design Credit, Signals (5)	\$ -	\$ 17,175	LS	\$ (17,175)	WC
030 New Standard Lighting (6)	\$ 436,364	\$ 218,182	50%	\$ 218,182	50%
CSS, Decorative lighting (7)	\$ 380,610	\$ 166,800	MAX	\$ 213,810	BAL
040 Aesthetic Items	\$ 47,868	\$ -	0%	\$ 47,868	100%
Non-Participating (1401-02-73)					
010 Sanitary Sewer	\$ 1,589,206	\$ -	0%	\$ 1,589,206	100%
020 Water Main	\$ 1,494,598	\$ -	0%	\$ 1,494,598	100%
030 Delivered, electrical items (9)	\$ 105,919	\$ -	0%	\$ 105,919	100%
Electrical Design Credit, Lighting (10)	\$ -	\$ 23,221	LS	\$ (23,221)	WC
Total Cost Distribution	\$ 12,282,878	\$ 8,328,370		\$ 3,954,508	

Notes to Table 1: SUMMARY OF COSTS

- (1) Construction participating roadway estimated cost includes 15% construction delivery costs.
- (2) Parking lane costs are 100% funded by the municipality and include the cost of excavation, base course, select crushed material and concrete pavement.
- (3) A credit of \$56,932 will be given to the Municipality for upsizing the storm sewer on Town Road in 2012 to accommodate the additional storm water anticipated from the reconstruction of STH 16 under

this construction project. The work credit will be paid under project ID 1401-02-71, Group Code 020, Parking Lane Costs.

- (4) The Municipality will replace 86 existing trees with 86 – 3” caliper trees within the project limits and will spend at least \$43,000 on landscaping for the project, which will include the cost of the trees. The Municipality will be responsible for furnishing, planting, and maintaining all landscaping items not covered by WIDOT project plans. WISDOT will provide the Municipality a lump sum work credit of \$43,000 which is \$500/tree x 83 trees. The credit will be paid under project ID 1401-02-71, Group Code 020, Parking Lane Costs
- (5) A credit of \$17,175 will be given to the Municipality for 75% of the total cost of design costs incurred by the municipality for the design of the traffic signals at the James Street (STH 16) – Industrial Drive/Dix intersection and for the design of the traffic signals at James Street (STH 16) – Ludington (STH 73) intersection. (75% of \$22,900). The credit will be paid under project ID 1401-02-71, Group Code 020, Parking Lane Costs.
- (6) The cost of a continuous standard street lighting system designed to accepted WisDOT standards and installed at the time of construction is eligible for 50% Federal/State Funding.
- (7) Community Sensitive Solutions (CSS) is optional Federal /State funding available for the Municipality for use on State-approved aesthetic items, including decorative enhancements to a new street lighting system. The amount is capped at \$166,800. The CSS budget of \$166,800 will be used for decorative lighting. The Municipality is responsible for the balance of the enhancement costs exceeding this amount.
- (8) Non Participating Items include the enhancement Items requested by the Municipality, and other items that are not eligible for Federal/State funding These items include items for constructing colored crosswalks, and items necessary for petroleum contaminated soil remediation in the right of way.
- (9) Delivered Electrical Items include the additional decorative light poles for installation by the Municipality on Ludington Street, and the EVP (Emergency Vehicle Preemption) System installed at the traffic signals on James/ Industrial - Dix and James/Ludington.
- (10) A credit of \$23,221 will be given to the Municipality for 75% of the total cost of design costs incurred by the municipality for the design of the standard lighting system. (75% of \$30,961). The credit will be paid under project ID 1401-02-73, Group Code 030, Delivered Electrical Items.

This request is subject to the terms and conditions that follow (pages [3] – [5]) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Columbus (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title	Date

TERMS AND CONDITIONS:

- I. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.

2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (g) Damages to abutting property due to change in street or sidewalk widths, grades or drainage. Conditioning, if required and maintenance of detour routes.

- (h) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement. *Haul routes to be approved and photologged by the City of Columbus.*
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 7. The work will be administered by the State and may include items not eligible for federal/state participation.
 8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by Community Sensitive Solutions (CSS).
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the lighting system.
 - (d) Prohibit angle parking, *within project limits.*
 - (e) Regulate parking along the highway. The Municipality will file a parking declaration with the State.

Regulate and prohibit, by ordinance, parking at all times on James Street between Industrial Drive and Lewis Street. Regulate and prohibit, by ordinance, parking at all times on James Street between Manning Street and River Road.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (h) Maintain all Community Sensitive Solutions and/or enhancement funded items.
 - (i) Coordinate with the State on changes to highway access within the project limits.
 - (j) Assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 9. Basis for local participation:
 - (a) Design Engineering (1401-02-01). The Municipality is responsible for 25% of the preliminary roadway engineering costs for improvements on a Connecting Highway. The Municipality will be responsible for the design of decorative street lighting and other enhancement items.
 - (b) Construction (1401-02-71/73). Refer to "Summary of Costs" on pages 2 and 3 for details of cost participation and credits.

(c) Mobilization is split between projects 1401-02-71 (category 010), and 1401-02-73 (category 010, and 020)

2016 AGENDA ITEM

MEETING DATE: August 1, 2016

AGENDA ITEM: ___ City Waste Management Program future

DETAILED DESCRIPTION OF SUBJECT MATTER:

As a follow up to the presentation by Greg Kaminski from Columbia County Solid Waste, I felt we needed to discuss and firm up plans for a vendor when the current contract with Advanced Disposal expires on December 31, 2016.

Issues to think about:

Does the City wish to issue a Request for Proposal (RFP)? - this would be the traditional approach so we can get a sense of the costs that competing vendors would charge for service. I got the sense that people really liked the Columbia County program, and the costs seem very competitive. An RFP would be only way to determine how different the vendors would approach the city's needs both in cost and service.

Does the City want to jump to an Automated System or stick with Manual Collection? Greg explained that the County provides both options. The trend has been to move to an automated system, but when the issue was discussed a while ago, there were some vocal residents in opposition to it. It does sound as though the County uses a careful and patient transition to it, with flexibility on carts sizes. Either way if we go to an RFP, we'll need to explain what type of service we are seeking.

Other: consideration of community-wide collection – curbside, or a central dropoff?

ACTION REQUESTED OF COUNCIL: Discussion of the future Waste Management of the City.

2016 AGENDA ITEM

MEETING DATE: August 1, 2016

AGENDA ITEM: 1149 W. James Contingencies

DETAILED DESCRIPTION OF SUBJECT MATTER:

This item is related to the pending purchase of the current Countryside Ford property, at 1149 W. James Street. The accepted offer contained 2 contingencies, that a clear Phase 1 environmental study be completed and the results deemed acceptable to the City; and that an asbestos inspection be performed on the property with the report to be considered.

I have contacted 3 firms who do this type of work and received 3 proposals – they are attached for your review. In short, the cost estimates are:

- MSA: Phase 1 cost (\$2560) **TOTAL: \$5147**
Asbestos: (\$2587)
- General Engineering: Phase 1 (\$2250) **TOTAL: (up to \$11750)**
Asbestos (time/materials cost not to exceed \$9500)
- Ayres Associates: Phase 1 (\$3300) **TOTAL: \$5300**
Asbestos (\$2000)

Based upon the costs, I would opt we turn to MSA.

ACTION REQUESTED OF COUNCIL: Consideration of proposals for Phase 1 and Asbestos review for current Countryside Ford Building.



July 14, 2016

Patrick Vander Sanden
City of Columbus
105 North Dickason Boulevard
Columbus, WI 53925

Ph. 1: \$2560
Asbestos: \$2587

Re: Phase I Environmental Site Assessment (ASTM Practice E 1527-13)
Approx. 3.26 acres (Three Parcels 1090.001 and 1090.B, Parcel 1090.C)
1149 W James Street, City of Columbus

Dear Patrick:

MSA Professional Services, Inc. (MSA) is pleased to provide this proposal for an environmental assessment for the subject property listed above. This letter and the attached agreement comprise MSA's proposal to perform a Phase I Environmental Site Assessment (ESA) for the City of Columbus. We understand the subject property is approximately 3.26 acres on three parcels at the address of 1149 W James Street (a.k.a. "the subject property") in the City of Columbus, as shown on the attached parcel map. Information shows the subject property is owned by Columbus Holdings LLC and is currently used as Countryside Ford auto dealership. It is our understanding the Phase I ESA report will be prepared for the exclusive use of the City of Columbus for their use with property acquisition requirements.

The purpose of a Phase I ESA is to conduct an appropriate inquiry into the ownership and use of the property with the goal of identifying recognized environmental conditions in connection with the property and to permit the user to qualify for landowner liability protection in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). The term, *recognized environmental condition*, refers to the presence, or likely presence, of a hazardous substance or petroleum product on the property under conditions that represent a release, a past release, or a material threat of a release into structures on the property or into the ground, groundwater, or surface water of the property. De minimis conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action, if brought to the attention of appropriate government agencies, are not recognized environmental conditions.

Scope of MSA Services

MSA Professional Services, Inc. will perform a Phase I ESA in conformance with the scope and limitations of ASTM Practice E 1527-13. ASTM Practice E 1527-13 includes four components:

Records Review - Check standard federal and state environmental database records; review the current USGS 7.5 minute topographic map, and reasonably ascertainable historical documents.

Offices in Illinois, Iowa, Minnesota, and Wisconsin

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www.msa-ps.com

Page -2-

Patrick Vander Sanden
City of Columbus
Columbus, WI 53925
July 14, 2016

Site Reconnaissance - Visit the site to visually and physically observe the property and the interior and exterior of any structures located on the property, to the extent not obstructed by bodies of water, adjacent buildings, or other obstacles.

Interviews - Interview the current and former property owner, and to the extent applicable a key site manager, occupants of the property, and at least one local government official.

Report - Evaluate and document the findings, opinions and conclusions in a Phase I ESA report.

Information You Must Provide

As part of this assessment, you will need to provide the following information and/or documents to MSA. Please provide explanations and/or copies of appropriate documents to MSA in the enclosed envelope along with the Agreement. Please DO NOT send original documents.

- A complete legal description of the property that is to be included in the assessment.
- A copy of any certified survey map(s) or map showing the boundaries of the property.
- Copies of other maps you have related to the property.
- Copies of documents related to any environmental liens or activity or use limitations related to the property, if any, which you are aware of or which were identified during a Title Search or review of the Title abstract. (NOTE: The ASTM standard procedure for conducting an environmental assessment, ASTM 1527-05, assumes that the User (i.e. purchaser or buyer) will conduct their own review of Title records as part of the property transaction and identify any environmental conditions which may be documented in those records. **(Except for documentation or information you provide to MSA related to recorded liens or use-restrictions or other Title records, MSA's services do not include obtaining or reviewing those documents.)**)
- Copies of documents or written summaries of specialized knowledge you have regarding the environmental condition of the property.
- A written explanation for a lower purchase price for the property, if you have actual knowledge that the purchase price of the property is significantly less than the purchase price of comparable properties. (The intent of this section is to determine if a lower purchase price, if the purchase price is significantly less than the market value, is due to the environmental condition or perceived environmental condition, of the property.)
- A completed Property Owner's Permission Form for access to the property. **(We will need the property owner contact name who will be contacted for permission to walkover the property, property owner interview, and permission to tour any buildings that are present).**

Patrick Vander Sanden
City of Columbus
Columbus, WI 53925
July 14, 2016

- The name and contact information of any persons or other entities who will rely upon or receive copies of the completed Phase I Environmental Site Assessment report.
- We understand a Title Search and Lien Search will not be required or performed by MSA.

Significant Assumptions

Information provided to MSA by individuals familiar and/or associated with the property and adjacent properties will be accepted by MSA in good faith and will be assumed to be accurate. Similarly, information provided to MSA by database search services or via governmental or regulatory records or databases, will also be accepted by MSA in good faith and will be assumed to be accurate.

Limitations and Exceptions

There may be environmental issues or conditions relevant to a particular property or property transactions that are outside the scope of the ASTM 1527 standard report. Typical non-scope considerations include, but are not limited to the following:

- evaluation of asbestos
- radon
- lead based paint
- lead in drinking water
- wetlands
- regulatory compliance
- cultural and historic resources
- industrial hygiene
- health and safety
- ecological resources
- endangered species
- indoor air quality
- and high voltage power lines.

If you require any of these services as part of your future plans or use of the property, contact us immediately to arrange for these services and for cost estimates for the additional services. It may be possible for MSA to conduct these activities concurrent with the Phase I ESA, resulting in cost savings.

No environmental assessment can wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with a property. Performance of this assessment as prescribed by ASTM 1527 is intended to reduce, but not eliminate, uncertainty regarding the potential for recognized environmental conditions. The findings, opinions and conclusions presented in the final report will be based on the information obtained through the records review, site reconnaissance and interviews conducted during the assessment. No certification, warranty or guarantee of the truthfulness, validity, accuracy or completeness of governmental or regulatory records or databases, database search services, information provided by others, or observations made in connection with this assessment is offered. Similarly, no certification, warranty or guarantee regarding the presence or absence of recognized environmental conditions, is offered, whether or not recognized environmental conditions are identified in the final report.

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Patrick Vander Sanden
City of Columbus
Columbus, WI 53925
July 14, 2016

Cost Estimate and Schedule

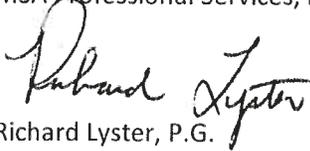
MSA's fee to complete the Phase I ESA described above is lump sum, not to exceed \$2,560 without client authorization.

We understand the final Phase I ESA report will be completed in approximately three weeks of receipt of the executed Agreement. Please return a signed services agreement, and the property owner contact information for MSA to complete the Phase I ESA report.

We look forward to working with you to complete this Phase I Environmental Assessment. Please contact Jayne Englebert or me if you have questions regarding this proposal (800-362-4505 or 608-355-8901).

Sincerely,

MSA Professional Services, Inc.



Richard Lyster, P.G.
Project Manager

RL/kh

Enclosures: MSA Environmental Consulting Services Agreement
Subject Property Parcel Map
Owner Permission Form

cc: Uriah Monday, MSA



July 21, 2016

Submitted by email: pvaardersanden@columbuswi.us

Patrick Vander Sanden
City of Columbus
105 North Dickason Boulevard
Columbus, WI 53925

Re: Asbestos Inspection Proposal for Building
1149 W James Street, City of Columbus

Dear Patrick:

Detailed below is MSA Professional Services, Inc. (MSAs) proposal to complete an asbestos inspection at the building at 1149 W James Street, Columbus. It is my understanding that the building is owned by the Countryside Ford auto dealership and that you are requesting an inspection for asbestos containing materials in preparation for possible demolition of the building.

Asbestos Inspection Services

The scope of services will include the identification, collection and laboratory analysis of suspect asbestos containing materials (SACM). Commercial buildings, and private residential structures owned by a non-private owner, that are being *renovated* or *demolished* must be inspected for the presence of asbestos-containing materials (ACM) prior to a demolition or fire training burn in accordance with Wisconsin Administrative Code Chapter NR 447, Control of Asbestos Emissions.

Specific tasks to be completed during the asbestos assessment include:

- Collection of bulk samples of suspect ACM from representative areas. Typically MSA collects a minimum of 2 samples from each homogenous suspect ACM to determine asbestos content.
- Initial analysis of bulk samples by polarized light microscopy (PLM) using Environmental Protection Agency (EPA) Method 600/M4-82-020 will be conducted using 5- to 10-day turn-around-time (TAT) from the laboratory.
- The Wisconsin DNR requires point counting by Method EPA 600/R-93/116 on PLM results that are 1% or less.
- Preparation of a report documenting the results of the inspection. MSA will plan to deliver the report to the City of Columbus, contingent on timely access to the building for the sampling.

Offices in Illinois, Iowa, Minnesota, and Wisconsin

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(608) 356-2771 • (800) 362-4505 • FAX: (608) 356-2770
www.msa-ps.com

COST ESTIMATE

MSA's cost estimate is broken down into a lump sum charge for the assessment and unit prices for the laboratory analysis. Estimated quantities of samples are provided for budgeting purposes. The City of Columbus will be charged for the actual number of samples analyzed.

MSA Time and Expenses (field and report) @ lump sum	\$1,855.00
Asbestos PLM Analysis @ \$8.00 each, estimated 60 samples	\$480.00
Asbestos Point Count Analysis @ \$31.50 each, estimated 8 samples	<u>\$252.00</u>
Total Estimated Cost	\$2,587.00

The MSA lump sum charge includes collection of up to 60 samples. Additional sampling and analysis above 60 samples will be conducted on a time and materials basis.

ASSUMPTIONS

The proposed study is conditioned upon the following assumptions.

- MSA's services are performed in a manner consistent with the level of skill or care ordinarily exercised by those practicing in this locality under similar conditions. Information provided to MSA by individuals familiar with and/or associated with the buildings will be accepted in good faith and is assumed to be accurate.
- MSA's scope is based on the assumption that appropriate access will be provided to the buildings. MSA will inspect areas of the building accessible with a 16 foot extension ladder. Materials in areas not accessible through these means (for example, roofing) will be assumed to contain asbestos unless the client provides access by alternate means to these areas of the building.
- MSA will use destructive sampling methods on interior and exterior components that will be affected by the demolition/renovation activities. Building components that are not part of the planned renovation and therefore not disturbed during the renovation activities, will not be destructively sampled. The asbestos inspection is limited to visible and accessible, above-ground components and buried or inaccessible interior components (e.g., pipe insulation in concealed chases) or electrical wiring will not be sampled or quantified during this inspection.
- This cost estimate does not include repair or replacement of building materials damaged by MSA during this inspection.
- This cost estimate does not include removal labor or disposal costs associated with any asbestos, hazardous, or regulated materials found within or on the exterior of the structure(s).
- The quantity of samples, sample locations, and analyses performed will be selected to provide analytical data to document and evaluate current site conditions. The samples will be collected from homogeneous material areas and no guarantee is given that the assumed homogeneous area and the sample analyses are consistent throughout the building. Positive confirmation of the homogeneity of the material cannot be confirmed without sampling each ceiling panel, floor tile, floor tile adhesive, etc.; therefore, inferred conditions are based on sample analyses and field observations.
- MSA will not attempt to determine compliance by present or former owners or occupants of the Subject Property with federal, state, or local environmental or land use laws or regulations.

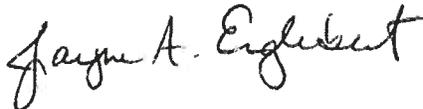
1149 W James Street ACM Inspection Proposal
July 21, 2016

- The compiled final report submitted at the conclusion of our investigation will be limited to observations made during the assessment of the facility as well as information supplied by the present owners of the property and others. MSA will make no certification with respect to the validity of the data collected.
- Prior to demolition, MSA recommends that all ACM identified in pre-demolition asbestos inspections be abated and legally disposed of to limit liability and allow for more economical disposal options for general demolition waste. While non-friable ACM can sometimes remain in-place during demolition, it is not recommended due to it becoming friable (and therefore regulated as friable) during demolition processes. Additionally, demolition debris with non-friable ACM remaining in-place is considerably more expensive to dispose of and cannot be recycled or used as clean fill material.
- MSA recommends that the asbestos abatement contractor(s) visit the site prior to bidding the abatement work and compare actual field conditions, materials observed, and quantities of identified asbestos to the findings of the environmental consultant's asbestos inspection report.
- MSA asbestos inspection reports should not be considered a bidding document as the potential exists for undiscovered suspect materials or quantity errors to present themselves during actual abatement and demolition activities. Asbestos abatement contractors should be held accountable to field-verify asbestos types, conditions, locations, and quantities prior to bidding the work.

Please contact me if you have any questions regarding our proposal. Authorization to proceed can be given by signing and returning the attached Environmental Consulting Services Agreement.

Sincerely,

MSA Professional Services, Inc.



Jayne A. Englebert
Project Manager

Enc. Environmental Consulting Services Agreement



PROFESSIONAL SERVICES

More ideas. Better solutions.

Environmental Consulting Services Agreement

This AGREEMENT ("Agreement") is made on July 21, 2016 by and between CITY OF COLUMBUS (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), Baraboo, which agree as follows:

Scope of Services: MSA shall provide the scope of professional environmental consulting services for the OWNER, directly or indirectly, indicated in the letter proposal dated July 21, 2016 ("Services"). Any changes or additions to the Scope of Services shall be made by written amendment to this Agreement by MSA and OWNER.

Terms and Conditions: All Services performed by MSA pursuant to this Agreement shall be performed in accordance with, and MSA's and OWNER's obligations shall be governed by, the General Terms and Conditions attached hereto and incorporated herein by this reference. Any attachments or exhibits referenced in this Agreement are made part of this Agreement.

Authorization: MSA will commence performance of the Services on this project upon OWNER's written authorization. OWNER's written authorization is provided and acknowledged by the signatures of MSA's and OWNER's authorized representatives below. By signing this Agreement below, each of the undersigned parties represent and warrant that he or she has full right, power and authority to execute this Agreement and bind his or her respective party to the terms and conditions hereof. A copy of this fully-executed Agreement shall be returned for MSA's files.

Survival: The General Terms and Conditions incorporated into this Agreement shall survive the completion of the Services performed hereunder or the termination of this Agreement for any cause.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and intend to be bound thereby.

CITY OF COLUMBUS

MSA PROFESSIONAL SERVICES, INC.

Patrick Vander Sanden, Administrator

Richard Lyster
Team Leader

Date: _____

Date: July 21, 2016

105 North Dickason Blvd
Columbus, WI 53925
Phone: 920-623-5900
Fax: 920-623-5901

1230 South Blvd
Baraboo, WI 53913
Phone: 608-356-2771
Fax: 608-356-2771

Patrick Vander Sanden

From: Kory Anderson <kanderson@generalengineering.net>
Sent: Wednesday, July 06, 2016 4:56 PM
To: Patrick Vander Sanden; Kent Fish
Subject: RE: Studies

~~General Eng.~~ General Eng.
Phase 1 ESA \$2250
Asbestos \$9500

Patrick,

It really depends on the layers of materials that you encounter while doing the sampling/testing, if you know what I mean. To keep this thing moving to meet your timelines, we could say a not to exceed price of \$9,500 for the asbestos testing. We think it will be lower than that but we have been burned before on sites. But at the same time, we don't want to price ourselves out of a job. I guess you need to do what you think is fair with the bids you are getting.

Thanks,
Kory D. Anderson, P.E.
Vice President | **General Engineering Company**
916 Silver Lake Drive | PO Box 340 | Portage, WI 53901
P 608-742-2169 | F 608-742-2592 | C 608-697-8001
kanderson@generalengineering.net
www.generalengineering.net

From: Patrick Vander Sanden [mailto:pvaardersanden@columbuswi.us]
Sent: Wednesday, July 06, 2016 4:28 PM
To: Kory Anderson <kanderson@generalengineering.net>; Kent Fish <kfish@generalengineering.net>
Subject: RE: Studies

Thanks Kory.

Would any kind of walk-thru the facility help you determine a better estimate of the cost for the asbestos testing?

I appreciate your help.

Patrick



Patrick B. Vander Sanden
City Administrator
Columbus, Wisconsin

Email: pvaardersanden@columbuswi.us
Ph: (920) 623-5900

From: Kory Anderson [mailto:kanderson@generalengineering.net]
Sent: Wednesday, July 06, 2016 3:56 PM

Patrick Vander Sanden

From: Kory Anderson <kanderson@generalengineering.net>
Sent: Wednesday, July 06, 2016 3:56 PM
To: Patrick Vander Sanden; Kent Fish
Subject: RE: Studies
Attachments: KBH7-6-16City of Columbus- Countryside Ford.pdf

Hi Patrick,

The Phase I ESA would be \$2,250, and would be done in accordance with ASTM 1527-13 Standards.

For the asbestos testing, we can only give you our per diem prices as shown in the attached. The amount of samples taken for the asbestos testing will depend on the different types of materials throughout the building that need to be tested. If there are several layers of flooring, roofing, etc, each layer must be tested separately. So, it's hard to put an exact number to this type of testing.

Let me know if you need anything else or if you have any questions.

Thanks,

Kory D. Anderson, P.E.
Vice President | **General Engineering Company**
916 Silver Lake Drive | PO Box 340 | Portage, WI 53901
P 608-742-2169 | F 608-742-2592 | C 608-697-8001
kanderson@generalengineering.net
www.generalengineering.net

From: Patrick Vander Sanden [mailto:pvandersanden@columbuswi.us]
Sent: Wednesday, July 06, 2016 11:13 AM
To: Kent Fish <kfish@generalengineering.net>; Kory Anderson <kanderson@generalengineering.net>
Subject: RE: Studies

Kent/Kory,

Can you put together a quote for what you would need for General Engineer to do a phase 1 review and the asbestos testing at the current Countryside Ford facility?

We need to get moving on this. Thank you.

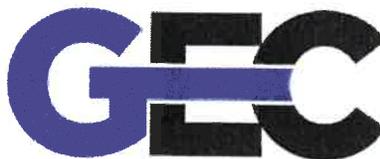
Patrick



Patrick B. Vander Sanden
City Administrator
Columbus, Wisconsin

Email: pvandersanden@columbuswi.us

General Engineering Company
P.O. Box 340
916 Silver Lake Drive
Portage, WI 53901



608-745-4070 (Office)
608-745-5763 (Fax)
gec@generalengineering.net
www.generalengineering.net

Engineers • Consultants • Inspectors

Asbestos Inspection Proposal/Agreement

Property Owner: City of Columbus

Property Address: Countryside Ford, Columbus, Wisconsin

The signature and date by the authorizing party authorizes General Engineering Company to conduct an asbestos inspection, which may be invasive and destructive to the property. General Engineering Company will not be held responsible for such destruction to the property and authorizing party will take responsibility.

General Engineering Company

Date

Authorizing Representative

Date

Asbestos Testing:

Base Price: \$500.00

Plus PLM Samples: \$16/each

Plus Point Counts: \$45/each

Plus Mileage: \$0.65/mile

Please keep in mind that the amount of asbestos samples taken depends on the materials that need to be sampled per room. There will be an additional charge for overnight shipping if you wish to have the report expedited within a shorter timeframe than normal; our usual turnaround time is 7 – 10 business days.



July 20, 2016

Patrick Vander Sanden
City Administrator
105 N. Dickason Boulevard
Columbus, WI 53925

via email: pvandersanden@columbuswi.us

Re: Phase I Environmental Site Assessment & Asbestos Assessment
Columbus Holdings LLC
Columbus, Wisconsin

Dear Patrick,

Thank you for requesting Ayres Associates to conduct a Phase I Environmental Site Assessment (ESA) and an Asbestos Assessment of the Countryside Ford facility in Columbus, Wisconsin. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

We understand that City of Columbus is considering purchasing the parcel located at 1149 W James Street, Columbus, Wisconsin. The property is listed as parcel number 11211-1090.001 and is approximately 1.7 acres in size. There is one 26,520-square-foot building located on the property that also requires an asbestos assessment.

Completion of a Phase I ESA is required prior to taking ownership. In addition, an asbestos assessment will be conducted in conjunction with the Phase I for potential future demolition.

Scope of Services

Phase I

Ayres Associates will conduct a Phase I ESA following guidelines presented in ASTM E1527-13 *Standard Practices for Environmental Site Assessments: Phase I ESA Process*. The following services will be provided:

- Research the property history to identify current and past activities conducted on site, and review information provided by the site owner such as an abstract of title, site plans, list of current and past tenants, and previous environmental reports.
- Contact the City, County, and/or State to review available historic aerial photographs for evidence of past activities and identification of potential environmental conditions.

- Conduct a site reconnaissance visit of the property to identify items of potential environmental concern.
- Contact the Wisconsin Department of Natural Resources (IDNR) and Department of Agriculture, Trade, and Consumer Protection (DATCP) staff to determine environmental conditions on the subject property and adjacent properties.
- Review WDNR and DATCP documents and databases to locate known hazardous waste sites and hazardous waste treatment, storage, and disposal facilities within 1-mile of the property; registered landfills and waste disposal sites; leaking underground storage tanks within 0.5-mile of the property; hazardous substance spills; registered aboveground storage tanks and underground storage tanks; and hazardous waste handling facilities on the subject property or adjoining properties.
- Review United States Environmental Protection Agency (EPA) databases, including the NPL and CERCLIS.
- Contact the local fire department and City/County personnel, as appropriate, to further research the history of the property.
- Prepare and submit electronic copy of the Phase I ESA report. The report will include photographs, supporting documentation, findings, and conclusions.

An ASTM E 1527-13 ESA does not include an asbestos inspection, asbestos sampling, mold sampling, analyzing drinking water or painted surfaces for lead content, a naturally occurring radioactive materials (NORM) survey, wetlands survey, or any other environmental sampling or testing (e.g., soil, water, air, or building materials). However, at clients' request, a building assessment for asbestos is included in this assessment report.

Asbestos Assessment

Ayres Associates will provide a Certified Asbestos Inspector to conduct an asbestos assessment. Samples will be collected from suspect asbestos containing materials (ACM). The work will be performed in conformance with applicable state and federal regulations pertaining to asbestos assessment. In the event that access to the building presents a safety concern, the ACM Inspector will assess the possibility of ACM being present in the structure, but will not enter the structure if he/she determines it presents a safety issue.

The ACM assessment will include the following:

- Collect representative bulk samples of potential ACM from representative areas and homogenous material types in accordance with Wisconsin Department of Health Services (DHS) and United States Environmental Protection Agency (EPA) protocols utilizing wet-sampling methods and clean tools. Ayres Associates' estimates that 50 material samples will be analyzed during the project. The exact number of samples necessary will depend on the complexity of

materials encountered, size of the homogenous area, and the layers of materials recognized by the laboratory.

- Assess physical conditions, locations, and approximate quantities of potential ACM in the buildings.
- Document the sampling locations with photographs and sketches or drawings.
- Submit collected bulk samples to a subcontracted NVLAP-accredited analytical laboratory for analysis of asbestos content by polarized light microscopy (PLM) using EPA Method 600/R-93/116.
- Provide one electric copy of a letter report that summarizes the scope of services and results of the ACM analyses. The report will indicate the sample ID number, location and condition of the sample collection area, presence ACM, and the estimated square footage of the area confirmed to have ACM.

Note that any hidden or otherwise inaccessible building materials not sampled during the assessment which are subsequently discovered during any renovation or demolition work are required to either be sampled and analyzed for the presence of asbestos, or may be assumed to contain asbestos and managed as such. Additional ACM may be discovered during building demolition. The City of Columbus will be responsible for contacting an asbestos abatement firm to quantify and remove additional ACM materials prior to renovation or demolition.

Responsibilities of Owner and Others

The City of Columbus will provide access to the property and the contact person for the purpose of conducting the Phase I ESA and asbestos assessments site visit. In addition, the City of Columbus will provide available environmental documents, title information, or property surveys to provide background information on the property.

Additional Services

If requested, based on the findings of the Phase I ESA, we can provide services to conduct a Phase II ESA of the property. We will provide a scope of services and fee for your approval if a Phase II ESA is necessary.

Time Schedule

We will complete the Phase I ESA and asbestos assessment and report within 30 days after authorization to proceed.

AYRES

Fee

We will complete the Phase I ESA and asbestos assessment for the following lump sum fees:

Phase I Environmental Site Assessment-	\$3,300.00
Asbestos Assessment-	\$2,000.00

This estimate is based the Phase I ESA and ACM assessment be conducted on the same day and on the collection of 50 asbestos samples and a 1 week turn-around for the laboratory. If more sampling is needed based upon field observations a \$15/sample fee will be charged. This additional sampling fee includes analysis, collection time, tabulation, and reporting.

Contract Terms and Conditions

Attached are "Contract Terms and Conditions," which will apply to the services and which are incorporated into this proposal by reference.

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed. We can proceed with preliminary assessment activities prior to inspecting the property. Thank you and we look forward to assisting you with this property.

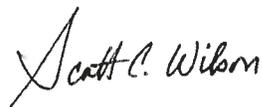
Proposed by Consultant:

Accepted by Owner:

Ayres Associates Inc



Lori A. Rosemore, PG
Hodrogeologist



Scott C. Wilson, PSS
Vice President - WI Environmental Services

LAR:sem

Owner's Name

Signature

Name

Title

Date

Attachments: Contract Terms and Conditions