

**COLUMBUS COMMON COUNCIL – REGULAR MEETING
TUESDAY, NOVEMBER 1, 2016 – 6:30 PM
COLUMBUS CITY HALL
AGENDA**

1. Roll Call
2. Pledge of Allegiance
3. Notice of Open Meeting
4. Approve Agenda
5. Correspondence & Communications

Consent Agenda

1. Council Minutes – 10/17/16, 10/24/16, 10/26/16
2. HLPC – 10/12/16
3. Library Board – 09/20/16, 10/04/16
4. Plan Commission – 10/20/16

Unfinished Business

1. Consider and take action to continue repairs and identify funding source for the Chapel Street Water Tower
2. Consider and take action on an amendment to the developer agreement for the Woods at Highland Ridge.

New Business

1. Consider and take action to approve offer to purchase for 251 W James St
2. Consider and take action on the application for a "Class B" Liquor and Fermented Malt Beverage license of Dubs Brew LLC, 140 N Dickason Blvd, Tyler Walker agent.
3. Consider and possible action on the establishment of an intercity snowmobile trail for winter 2016-17
4. Consider and take action on Columbus Courtside Organization agreement
5. Consider and take action on updates to the Investment Policy
6. Consider and take action contract for animal handling for 2017
7. Consider and take action on 1149 W James St property sale contingencies and funding source
8. Consider and take action on rezoning request of Paul & Lisa Ibisch
9. Consider and take action to approve certified survey map submitted by Paul & Lisa Ibisch and to grant waiver for access to Lot 4
10. Consider and take action on joint access and utility easement agreement submitted by Paul & Lisa Ibisch
11. Consider and take action on request of Larson House to allow a 2nd building at 550 River Road
12. Consider and take action on applications for Operator Licenses: Nichola Wood
13. Consider and take action on claims in the amount of \$581,840.18
14. Report of City Officers – City Administrator, Mayor
15. Convene to closed session per ss 19.85(1)(e) deliberating or negotiating the purchase of public properties, the investment of public funds, or conducting other public business, whenever competitive or bargaining reasons require specifically to consider the negotiation of a memorandum of understanding with Vita Plus regarding the purchase of land for economic development purposes in the Town of Columbus.
16. Reconvene to open session
17. Consider and possible action on memorandum of understanding between the City and Vita Plus

Adjourn

**COLUMBUS COMMON COUNCIL – REGULAR MEETING
MONDAY, OCTOBER 17, 2016 – 6:30 PM
COLUMBUS CITY HALL**

The Columbus Common Council held a regular meeting on Monday, October 17, 2016 at 6:30 pm at Columbus City Hall. The meeting was called to order by Mayor Crombie and notice of open meeting was noted as posted. Present: Mayor Crombie, Council members Hendrickson, Melotte, Reid, Rule, Thom and Traxler, City Administrator Vander Sanden, City Attorney Johnson, Dave Carlson, Deputy Clerk Goebel, interested citizens and the media.

Mayor Crombie led the Council in the pledge of allegiance. Motion by Traxler, second by Hendrickson to approve the agenda. Carried voice vote.

Mayor Crombie read the items on the Consent Agenda. Motion by Rule, second by Hendrickson to approve the Consent Agenda. Carried voice vote.

Motion by Melotte, second by Rule to reject all bids from the crack sealing project. Carried voice vote.

Motion by Thom, second by Reid to authorize a contribution of \$100,000 toward the purchase of property by the Library Board, which the Library Board will be responsible for all other costs over \$100,000. Roll call vote unanimous with Hendrickson, Melotte, Reid, Rule, Thom, Traxler voting Yes.

Motion by Hendrickson, second by Traxler to authorize the Library Board to negotiate the purchase of property contingent upon acceptance by the City Council and inspection. Accepted offer must be brought to Council for approval prior to signatures by Mayor & Clerk. Roll call vote unanimous with Hendrickson, Melotte, Reid, Rule, Thom, Traxler voting Yes.

Motion by Melotte, second by Rule to renew the 911 Joint Powers Agreement with Dodge County Sheriff's Department for 1/1/17 – 12/31/17. Roll call vote unanimous with Hendrickson, Melotte, Reid, Rule, Thom, Traxler voting Yes.

Motion by Hendrickson, second by Reid to approve development agreement between the City of Columbus and The Woods plat with several changes: several requirements to storm water pond, significant changes to sidewalks. City will accept the plat now and changes must be done in 6 months. Roll call vote unanimous with Hendrickson, Melotte, Reid, Rule, Thom, Traxler voting Yes.

Motion by Traxler, second by Reid to deny claim for injury suffered in Hillside Cemetery. Roll call vote unanimous with Hendrickson, Melotte, Reid, Rule, Thom, Traxler voting Yes.

Motion by Rule, second by Traxler to approve 2017 proposed budget for Eastern Columbia County Joint Municipal Court. Roll call vote unanimous with Hendrickson, Melotte, Reid, Rule, Thom, Traxler voting Yes.

Motion by Rule, second by Thom to accept the Purchasing Policy & Procedures. Roll call vote unanimous with Hendrickson, Melotte, Reid, Rule, Thom, Traxler voting Yes.

Motion by Melotte, second by Hendrickson to approve the appointment of Dave Carlson to the Gateway Architectural Review Committee. Roll call vote unanimous with Hendrickson, Melotte, Reid, Rule, Thom, Traxler voting Yes.

Motion by Rule, second by Hendrickson to convene to closed session per 19.85(1)(c) personnel to consider the employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically city staff as affect by the recent FLSA changes. Roll call vote unanimous with Hendrickson, Melotte, Reid, Rule, Thom, Traxler voting Yes.

Motion by Rule, second by Hendrickson to reconvene to open session. Carried voice vote.

Motion by Melotte, second by Rule to keep the Economic Developer and Recreation positions as salaried and move the Senior Center Director to an hourly position. Roll call vote unanimous with Hendrickson, Melotte, Reid, Rule, Thom, Traxler voting Yes.

Motion by Traxler, second by Rule to approve claims in the amount of \$222,536.35. Roll call vote unanimous with Hendrickson, Melotte, Reid, Rule, Thom, Traxler voting Yes.

City Administrator Vander Sanden informed the Council of budget reviews coming with departments; weather permitting, approximately 1-2 weeks until Hwy 16/60 project will be complete; Trick or Treat in Columbus will be October 29, 5-8 pm – Fire Department will also have trick or treat 5-8 pm.

Mayor Crombie congratulation Nancy Olson on her retirement from Columbus Water & Light. Crombie will donate \$100 to a food bank in Columbus Ohio after a friendly bet between the Columbus mayors over the Badger & Ohio State football game.

Items placed on file from Consent Agenda:

Council Minutes – 09/29/16, 10/04/16

Library Board – 08/30/16

Recreation Advisory – 07/18/16, 08/15/16, 09/15/16

Ad Hoc Committee of Financial Policies – 08/11/16

There being no further business, motion by Thom, second by Rule to adjourn at 7:05 pm. Carried voice vote.

Pat Goebel

**COLUMBUS COMMON COUNCIL – COMMITTEE OF THE WHOLE
MONDAY, OCTOBER 17, 2016 – 7:12 PM
COLUMBUS CITY HALL**

The Columbus Common Council held a Committee of the Whole meeting on Monday, October 17, 2016 at 7:12 pm at Columbus City Hall. The meeting was called to order by Council President Thom and notice of open meeting was noted as posted. Present: Mayor Crombie, Council members Hendrickson, Melotte, Reid, Rule, Thom and Traxler, City Administrator Vander Sanden, City Attorney Johnson, Dave Carlson, Deputy Clerk Goebel, interested citizens and the media.

Motion by Traxler, second by Rule to approve agenda. Carried voice vote.

Consideration of the application for "Class B" Liquor & Fermented Malt Beverage license for Dubs Brew LLC, 140 N Dickason Blvd, Tyler Walker agent was moved forward to the next regular council meeting on November 1, 2016.

Establishment of intercity snowmobile trail for winter 2016-2017 was moved forward to the next regular council meeting on November 1, 2016.

Consideration of the Columbus Courtside Organization agreement was moved to the next regular council meeting on November 1, 2016.

Updates to the Investment Policy was moved to the next regular council meeting on November 1, 2016.

Motion by Hendrickson, second by Reid to keep options open and narrow down what exactly the City wants in a waste collection system. Referred to next committee of the whole meeting November 1, 2016.

Consideration of the animal handling contract for 2017 was referred to the next regular council meeting on November 1, 2016.

Consideration of Rest Haven roof repair was tabled to next spring, and funds be requested to carry over to 2017.

Chapel St Water Tower – referred to the next regular council meeting on November 1, 2016.

Discussion on Countryside Ford property sale contingencies. City Attorney Johnson recommended accepting the property with the small issues and close October 31.

Motion by Hendrickson, second by Rule to convene to closed session per ss19.85(1)(e) deliberating or negotiating the purchase of public properties, the investment of public funds, or conducting other public business, whenever competitive or bargaining reasons require specifically to consider purchase of land for economic development purposes. Roll call vote 6-1 with Hendrickson, Melotte, Reid, Rule, Thom, Traxler voting Yes, and Crombie voting No.

Motion by Melotte, second by Hendrickson to reconvene to open session at 9:15 pm. Carried voice vote.

Motion by Hendrickson, second by Melotte to convene to closes session per ss19.85(1)(e) deliberating or negotiating the purchase of public properties, the investment of public funds, or conducting other public business, whenever competitive or bargaining reasons require specifically to consider TIF #4 funding request from Fromm development project. Roll call vote carried 6-1 with Hendrickson, Melotte, Reid, Rule, Thom, Traxler voting Yes, and Crombie voting No.

Motion by Melotte, second by Rule to reconvene to open session at 10:30 pm.

There being no further business, motion by Rule, second by Hendrickson to adjourn at 10:30 pm.
Carried voice vote.

Pat Goebel

**COLUMBUS COMMON COUNCIL – COMMITTEE OF THE WHOLE
SPECIAL MEETING BUDGET WORKSHOP
MONDAY, OCTOBER 24, 2016 - 6:00 P.M.
COLUMBUS COMMUNITY CENTER
161 N DICKASON BLVD**

The Columbus Common Council held a special Committee of the Whole meeting on Monday October 24, 2016 at 6:03 pm at Columbus Community Center. The meeting was called to order by Council President Thom and notice of open meeting was noted as posted. Present: Mayor Crombie, Council members Hendrickson, Melotte, Reid (arrived 6:30), Rule, Thom and Traxler, City Administrator Vander Sanden, City Clerk Donahue, Treasurer/Finance Director Manley, interested citizens and the media.

Motion by Melotte second by Hendrickson to approve the agenda as posted. Hearing no objections, Council President Thom announced the agenda approved. There were no citizen comments on agenda items.

City Administrator Vander Sanden introduced those present to speak on behalf various departments.

Cindy Fesemyer, Library Director, presented the proposed 2017 Library budget and the amount requested by the Library Board from the City Council in the amount of \$269,200. This increase will be used to cover the additional costs created by the new FSLA rules.

Fesemyer reviewed where the Library funds come from and how the Library monies are spent by the Library Board. Costs related to the purchase of the neighboring building for improvements and use will flow through the Library endowment account. Fesemyer listed some site improvements needed the Library would look to the DPW for assistance.

Library Board President Kaland spoke to the Council about the growth of the library programs and professional staff over the past several years.

Kim Lang, Senior Center Director, presented information on the proposed 2017 budget for the center.

Chief Randy Koehn, Fire Department, presented information on the proposed 2017 budget for the Fire Department.

Chief Randy Koehn, Emergency Management Director, presented information on the proposed 2017 budget for Emergency Management.

Dave Carlson, for the Room Tax Commission, presented information on the proposed 2017 budget for Room Tax. Carlson proposed the City retain existing room tax funds to fund economic development and tourism activities and for the future retain 70% of room tax funds for promotion and 30% for administrative costs.

Dave Carlson, Tourism Commission, presented information on the proposed 2017 budget for the tourism commission with the assumption of the additional revenue from Room Tax Fund.

Dave Carlson, Economic Development Director, presented information on the proposed 2017 budget for Economic Development and updated the Council on development activities. A budget without any 2017 WDOT project costs and one that included a part time intern and some advertising funds were reviewed. City Administrator Vander Sanden applied for and received a \$2,000 grant toward the cost of the intern.

Chief Dan Meister, Police Department, presented information on the proposed 2017 budget for the police department.

The proposed 2017 budget for the Emergency Management Service for ambulance was reviewed. The Columbus Area EMS is in the first year of a five-year contract.

The proposed 2017 budget for Administration was reviewed with Clerk Donahue.

The proposed 2017 budget for Debt Service was reviewed with City Administrator Vander Sanden and Treasurer/Finance Director Manley.

The proposed 2017 budget for general fund revenues was reviewed with City Administrator Vander Sanden and Treasurer/Finance Director Manley.

The next Committee of the Whole budget meeting will be Wednesday October 26, 2016 at Columbus City Hall at 6:00 pm.

Rule stated he would prefer beginning the meetings sooner in the month and having shorter meetings on the proposed budgets for the departments.

The meeting adjourned at 9:43 pm on a motion by Rule second by Traxler.

Anne Donahue
City Clerk

**COLUMBUS COMMON COUNCIL – COMMITTEE OF THE WHOLE
SPECIAL MEETING – BUDGET WORKSHOP
WEDNESDAY, OCTOBER 26 2016 - 6:00 P.M.
COLUMBUS CITY HALL – COUNCIL CHAMBERS**

The Columbus Common Council held a special Committee of the Whole meeting on Wednesday October 26, 2016 at 6:00 pm at Columbus City Hall. The meeting was called to order by Council President Thom and notice of open meeting was noted as posted. Present: Mayor Crombie, Council members Hendrickson, Melotte, Reid, Rule, Thom and Traxler, City Administrator Vander Sanden, City Clerk Donahue, Treasurer/Finance Director Manley, interested citizens and the media.

Motion by Rule second by Melotte to approve the agenda as posted. Hearing no objections, Council President Thom announced the agenda approved. There were no citizen comments on agenda items.

City Administrator Vander Sanden introduced those present to speak on behalf of various departments.

DPW Manager Clark presented information on the 2017 proposed budget for the Hillside Cemetery.

Recreation Director Meyers presented information on the 2017 proposed budgets for the aquatic center and the recreation accounts.

DPW Manager Clark presented information on the 2017 proposed budget for the Public Works Department.

The proposed 2017 budgets for the Sewer Utility and the Capital Improvements Fund were tabled until the next budget workshop, November 10.

City Administrator Vander Sanden presented information on possibly adopting a resolution to use available levy authority for 2017 City Budget.

The meeting adjourned at 10:35 pm on a motion by Hendrickson second by Reid.

Anne Donahue
City Clerk

**Columbus Historic Landmarks and Preservation Commission
Monthly Meeting, Fireman's Park Pavilion, 5:00 PM**

Date: October 12, 2016

Attendees:

**Carolyn Fredericks Beth Altschwager Retta Kurth
Jan Ulrich RuthAnn Hermanson John Salzwedel
Mike Thom**

- 1. Call meeting to order**
- 2. Properly posted meeting**
- 3. Approve Agenda of October 12, 2016 Meeting**
Motion: Salzwedel Second: Kurth Motion approved
- 4. Approve Minutes of September 14, 2016 Meeting**
Motion: Ulrich Second: Altschwager. Motion approved
- 5. Treasurer Report-Attached:**
Motion: Salzwedel Second: Kurth. Motion approved
- 6. CHLPC City budget summary – No change**
- 7. Old Business:**
 - A. 2017 Calendar:** Calendar sent to the printer. Expect delivery before mid-Nov.
 - B. Pavilion ADA Project:**
 - 1) Progress update:** Members took a “walk-through” to observe the progress. Project on schedule for completion by November end.
 - 2) Fundraising events:** A special meeting to discuss a fund-raiser will be held October 20, 2016 at 9:30 at the Community Center Building.
 - 3) Donor plaques – location, sizes, header board/verbiage:** Salzwedel has been working with American Awards & Promotions out of Milton to design and engrave nametags for donors. It was decided to locate the plaques on a highly visible interior lower level wall. Fredericks has been working with Andy Black in the construction of 3 boards to display the nametags and a header board with the following inscription: The City of Columbus and the Columbus Historic Landmarks and Preservation Commission acknowledge all who have contributed to the improvements commemorating the 100th anniversary of the Fireman's Park Pavilion. 1916-2016
Fredericks and Salzwedel will be working with Black and AA&P to complete the plaques.

8, New Business:

- A. **Design Coalition billings/bills:** Bills were submitted from Sept. (\$95.00 and \$201.53). Salzwedel made a motion to approve payment from the ADA account # 250968. Kurth seconded it. Motion carried.
- B. **McKee Associates bill:** Bills were submitted dated 9/30/16 (\$99,903 and \$56,307.00). Salzwedel made a motion to approve payment from ADA account #250968. Altschwager seconded it. Motion carried.
- C. **Structural Integrity bill (Kurt Strauss):** Payment of \$2,250.00 will be made from the Water Tower Fund as agreed.
- D. **Balance of Water Tower Fund:** After payment to Kurt Strauss, the Water Tower Fund has a balance of \$3,175.35 in the CD at FMUB. (No penalty for withdrawal). It was agreed to request an annual maintenance allowance for the water tower fund in the annual budget to the City.
- E. **Chapel Street water tower:** Hermanson gave an update on the progress on the reconstruction of the tower, and will submit estimates to the City .
- F. **New Member:** Tabled
- G. **HLPC garden clean-up:** Tabled
- H. **Other:** Melanie Litchfield has secured 2 Kohler toilets for downstairs bathrooms at Pavilion. (from Kohler).

9. **Council Liason report:** K. Schirmacher recognition discussed.

10: **Adjourn:** Motion made by Altschwager, seconded by Hermanson. Motion carried. Meeting adjourned at 6:36 pm.

Respectfully Submitted,
Retta Kurth, Sec.
John Salzwedel

**Columbus Public Library
Library Board Meeting
Tuesday September 20, 2016
Phyllis Luchsinger Callahan Meeting Room**

Peter Kaland called meeting to order at 5:03 PM. Present: Trina Reid, Jenny Perkins, Nora Vieau, Sara Sample, Sharon Egan, Mary Lou Sharpee, Cindy Fesemyer, (Guests) Jenni Frencham, Rebecca Kirchberg, Michael Thom, and Andy Traxler.

Open Secretary Position: Nora Vieau Temporary Secretary

Adoption of the Agenda: Mary Lou moved and Trina seconded a motion to approve the Agenda as presented. Motion carried.

Board Minutes: Jenny moved and Mary Lou seconded a motion to accept the Board meeting minutes from August 30. Motion carried.

Request for Reconsideration: Rebecca Kirchberg presented her request of a teen book series to be removed from the library's collection or relocated to the adult section due to aggressive sexual content. Discussion was had and questions asked regarding the amount of transgender material in the library, other similar topic materials and support given to the current location of the series by CCBC.

- Jenny moved and Trina seconded a motion to keep the book and book series in its present location. Motion carried.

Closed Session:

- Trina moved and Jenny seconded a motion to move to closed session to discuss finances of possible purchase of property. Trina, Jenny, Nora, Mary Lou, Sara, Sharon and Pete all in favor of closed session. Motion carried

Reconvene to Open Session:

- Nora moved and Jenny seconded a motion to reconvene to open session. Motion carried.

Property recommendation:

- Mary Lou moved and Jenny seconded a motion for the Library Board to send the proposal for land purchase to Columbus City Council for consideration. Motion carried.

Closed Session:

- Nora moved and Jenny seconded a motion to move to closed session to discuss personnel issues. Trina, Jenny, Nora, Mary Lou, Sara, Sharon, and Pete all in favor of closed session. Motion carried

Reconvene to Open Session:

- Nora moved and Sharon seconded a motion to reconvene to open session. Motion carried.

FLSA Overtime Law:

- Sharon moved and Nora seconded a motion to raise the Children Librarian's salary up to FLSA required amount. Motion carried.

Financial Secretary's Report: The Farmers and Merchants Bank balance is \$7,380.61. The SCLS Foundation Fund balance is \$243,255.52. The Anchor Bank balance is \$34,094.38. Mary Lou moved and Nora seconded a motion to accept the report. Motion carried.

Approval of Bills: Sharon moved and Jenny seconded a motion to accept the bills in the amount of \$1,807.13. Motion carried.

Director's Report:

- see report

President's report: none

Friends of the library: Fall Fest raised \$800+ funds from book sale, bake sale, Pokemon crochets, and silent auction items. Culver's Night is October 10.

Correspondence: none

Committee Reports: none

Unfinished business:

2017 Budget- discussion of budget happening at special meeting on October 4, 2016 at 5:00pm

New Business:

Director evaluation committee is forming. Members are Nora and Mary Lou with Kate leading the group.

Lighting proposal

- Jenny moved and Sharon seconded a motion to approve the needed lighting. Motion carried.

Library as early voting place

- Jenny moved and Sara seconded a motion to approve the library as being an early voting venue after October 20. Motion carried.

There being no further business, Nora moved and Sharon seconded a motion to adjourn the meeting. Motion carried.

Nora Vieau
Temp. secretary

**Columbus Public Library
Special Library Board Meeting
Tuesday October 4, 2016
Phyllis Luchsinger Callahan Meeting Room**

In attendance: Jenny Perkins, Kate Stover, Sara Sample, Trina Reid, Sharon Egan, Mary Lou Sharpee & Library Director Cindy Fesemyer. Absent: Pete Kaland, Nora Vieau.

Open Secretary Position: Jenny Perkins Temporary Secretary

Adoption of the Agenda: Mary Lou moved and Trina seconded a motion to approve the Agenda as presented. Motion carried.

Elect new Library Board Secretary: Motion by Mary Lou to nominate Sharon Egan. Seconded by Kate. All votes were affirmative. Motion carried. Sharon accepted the position.

2017 Budget: Budget for 2017 discussed in detail by Board and a balance was reached. Motion by Sharon to accept Budget with items changed as agreed upon; seconded by Kate. All votes were affirmative. Motion carried.

There being no further business, Mary Lou moved and Sara seconded a motion to adjourn the meeting. Motion carried.

Jenny Perkins
Temp. Secretary

**CITY OF COLUMBUS
PLAN COMMISSION – REGULAR MEETING
THURSDAY, AUGUST 18, 2016 – 6:30 P.M.
COLUMBUS CITY HALL**

The Columbus Plan Commission held a regular meeting on Thursday, June 16, 2016 at 6:30 pm at Columbus City Hall. Present: Chair Crombie, members Monday, Parpart, Robbins and Traxler, City Administrator Vander Sanden and interested citizens. Excused: Crombie, Hansen and Zapotocny.

The meeting was called to order and notice of open meeting was noted as posted. The agenda was approved on a motion by Robbins second by Parpart. Motion carried voice vote. Motion by Robbins second by Monday to approve the minutes of 06/16/16. Motion carried voice vote. There was no unfinished business.

Motion by Robbins second by Monday to recommend to the Council approval of the certified survey map to combine 550 (tax parcel 1193.025) and 570 (tax parcel 1193.026) River Road subject to addressing the items of the review letter by City Engineer Lietha dated August 10, 2016. Motion carried 4-0 on a roll call vote with Monday, Parpart, Robbins and Traxler voting 'Yes.'

Agent for the owners, Mark Gerhardt of Badger Surveying and Mapping Service, was advised the owners will need to apply for a zoning variance to Sec. 114-71 of the municipal code which restricts residential development in the wastewater treatment overlay district.

City Administrator Vander Sanden reported the Ottery Brothers project is completed, Duffy Fleet Services is underway and Fromm Family Foods is planning an expansion.

The next regular Plan Commission meeting will be Thursday September 15, 2016. The meeting adjourned at 6:37 pm on a motion by Robbins second by Monday.

Anne Donahue
City Clerk

2016 AGENDA ITEM

MEETING DATE: November 1, 2016

AGENDA ITEM: Chapel Street Water Tower – Steel Bands

DETAILED DESCRIPTION OF SUBJECT MATTER:

At the Committee of the Whole meeting on October 17th, the Council directed that the City follow through with the project to place a new steel band around the top of the Chapel Street Water Tower, as recommended by our structural engineer, Kurt Straus.

Attached is the proposal from Hermanson Concrete to complete this project, using local metal fabricators to create the band.

The \$7159 pricetag for this will be attributed to the contingency fund line, where we have put other Chapel St Tower expenses so far. In speaking with Finance Director Kim Manley, we will need to bring forward a 2016 budget amendment to reflect these, and the other costs related to the tower, the pool heater and a couple of other items that occurred this year.

ACTION REQUESTED OF COUNCIL: Approval of proposal to attach a steel band to the Chapel Street Water Tower

Hermanson Concrete & Masonry LLC

PO Box 203 Columbus, WI 53925
Ph (920) 623-3174 FAX (920) 623-3126

rhermanson@charter.net
hermansonconcreteandmasonry.com

Estimate

DATE	ESTIMATE #
9/29/2016	4476

NAME / ADDRESS:

City of Columbus
Chapel St. Water Tower
%Patrick Vander Sanden
Columbus, WI 53925

DESCRIPTION	TOTAL
INSTALL METAL BAND for CHAPEL ST. WATER TOWER	
1. Provide and Install Metal Band (7) 12' x .4 inch thick, x 2.5" 304 Stainless Steel flat rolled to approximately 24' diameter. Each piece will have (3) mounting holes, plus an angle clip on each end. \$5379.00	5,379.00
2. Lift & Operator for installation, mason. \$1780.00	1,780.00
<p>We have been serving the area since 1979, if you any question or concerns please call us at 920-623-3174. Certificate of Insurance and references available upon request. If you any question or concerns please contact. We are a licensed contractor in the State of WI.. Lic. # 1007757 & 1007758. We warranty this work for 5 years.</p> <p>Respectfully submitted, Joe Hermanson</p>	
TOTAL	\$7,159.00

One half of the payment is due at the start of the project and the remainder to be paid when completed, unless otherwise agreed upon with payments to be made as above (payments not made within 30 days will incur interest at the rate of 18% annually). Any alteration or deviation from above specifications involving extra costs will be executed upon oral or written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Hermanson's Concrete & Masonry has Workmen's Compensation and Public Liability Insurance coverage. This proposal may be withdrawn by us if not accepted within 30 days. All proposed prices are based on outside dimensions. All material is guaranteed to be as specified and the above work to be performed in accordance with the drawings and specifications submitted for above work.

Signed estimates are considered to be contracted agreements, thank you.

SIGNATURE

2016 AGENDA ITEM

MEETING DATE: November 1, 2016

AGENDA ITEM: Amendment to Development Agreement at the Woods Subdivision

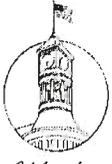
DETAILED DESCRIPTION OF SUBJECT MATTER:

The Development Agreement for the Woods development was approved at the last Regular Council meeting on October 17th.

The developer, Jim Hartung, has since come forward to request that the development be created in two phases, one for the Red Bud Trail area and the other for the interior alley lots.

Atty. Johnson explains that this is about a two sentence change to the current agreement, if the Council agrees that this is ok.

ACTION REQUESTED OF COUNCIL: Consideration of request by developer of the Woods to split his development into 2 phases



CITY OF COLUMBUS

105 N. DICKASON BOULEVARD COLUMBUS, WISCONSIN 53925-1565
920.623.5900 FAX 920.623.5901 www.cityofcolumbuswi.com

TO: Columbus Journal
FROM: Anne Donahue, City Clerk
DATE: October 3, 2016
RE: Notice for 10/08/16 paper. Please publish one time. Thank you.

The City of Columbus Committee of the Whole will meet on Monday, October 17, 2016 at approximately 7:15 P.M. at Columbus City Hall, 105 N. Dickason Blvd, to review and consider the application for a "Class B" Liquor and Fermented Malt Beverage license of Dubs Brew LLC, 140 N Dickason Blvd, Tyler Walker agent. Final action regarding the application may be taken by the City Council at its meeting on November 1, 2016 at 6:30 pm. The application is on file in the office of the City Clerk and 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

2016 AGENDA ITEM

MEETING DATE: October 17, 2016

AGENDA ITEM: Snowmobile Trails

DETAILED DESCRIPTION OF SUBJECT MATTER:

I have been waiting for some further information from Jake Boness and Dave Weismann from the Columbus/Fall River Sno Blazers on where they propose to run the intercity snowmobile trail for the coming winter.

At the Committee of the Whole meeting on August 1, 2016, Jake came in to discuss the options and the discussion centered around them attempting to obtain the needed permissions to have the trail located along the eastern side of the 2nd Ward Creek running behind homes on Waterloo Street. This was the approved trail last year, but was not utilized due to the inability of the Sno Blazers to get permission for the trail all the way through to James Street.

(Maps showing both the approved trail from last year and the original approved trail are attached)

I understand that Jake has reached out to you with information on where they are at with the trail and that they would like to obtain approval to run the trail along the original route, which was established during the 2013-14 winter.

The Ordinance on this was approved in October of 2013 and states that the City Council shall establish the location of the snowmobile trail at the 2nd meeting of October. If no action is taken, then the trail from the previous year is the effective trail for the upcoming winter. However, that original ordinance was repealed in January 2015 and recreated to have the trail determined in March, not October.

- According to my records, there was no request by anyone to adjust the trail in March, since the issue did not appear on the agenda.
- The approved trail on record is the trail from last winter – which was the one that ran across the rear properties of homes along Waterloo St (that was subsequently scrapped due to the failure of the SnoBlazers to obtain permission from all the private property owners, as stated above).

The following item on the COW will allow the Council to review and discuss the current Snowmobile Trail Ordinance.

ACTION REQUESTED OF COUNCIL: Consideration of an intercity snowmobile trail in the City of Columbus for the 2016-17 winter season.

d City trail for 2016-17

present general location of trail information signs with hours of the trail uses N Ludington St to E Church St to N Water St to E Kiwanis Park to Farnham St to Post St into Firemans Park to Ingalsbe St to the Water Towers lot down the side of Dix St into the field behind the and then out of town.





2016-2017 Agreement between the City of Columbus and the Columbus Courtside Organization (CCO)

City of Columbus Recreation Mission Statement

"The City of Columbus seeks to provide recreational activities and facilities that will build strong families and a community quality of life."

The following agreement is entered into between the City of Columbus, herein called "City", and the Columbus Courtside Organization, herein called "CCO."

The CCO agrees to:

1. Obtain and maintain 3rd party liability insurance with a \$1,000,000 per injury coverage, naming the City of Columbus as an additional insured or co-insured with the original certification certificates delivered to the City Clerk and a copy to the Recreation Department.
2. Provide a copy of the organization's 501(c) (3) certificate of a non-profit corporation and submit to the City Clerk with a copy of the executed 2016-17 Use Agreement.
3. Establish and submit to the City Recreation Department a schedule of fees prior to the beginning of the season (dates to be determined cooperatively). Said fee schedule shall include participant fees as specified in #4.
4. The City will notify the CCO with the number of participants per the roster in the Basketball Development League "BDL" program for the upcoming season and will keep funds in the amount equivalent to \$10 per participant to cover administrative costs. Once fees are collected and rosters complete, the Recreation Department will submit all monies collected (less the \$10 administrative fee per participant), to the CCO.
5. The CCO will send in league fees for each team registered with the BDL from collected registration fees; the CCO agrees to pay any fees associated above and beyond the league fees to The City.
6. The CCO agrees to assist the City with hosting a Columbus Recreation tournament; the CCO will assist with promotion, concession stand help, hiring of officials and prep work before and during the tournament. All proceeds up to \$3,000 go directly to the City. Anything above \$3,000 the City agrees to pay a portion of sales (15%) to the CCO. Shortfalls of the \$3,000 will be paid by the CCO by the end of the basketball season to the City. CCO will not be held responsible for payment due to cancellation of tournament due to situations out of its control, i.e. bad weather.
7. CCO will coordinate with the City of Columbus Recreation Department with regard to schedules for 2016 & 2017 games and practices to be held at Columbus High School, Columbus Middle School and the Columbus Elementary School.
8. Promote communication by inviting City representatives to CCO meetings when applicable.
9. Teams will be determined after evaluation by Columbus High School coaching staff. Every effort will be given to ensure players get time at their appropriate skill level. This may include playing on a different team at the coach's discretion.

We, the undersigned, as representatives of both the City of Columbus and the Columbus Courtside Organization (CCO), agree to the terms listed above.

Kelly J. Crombie, Mayor

Date

Alan Osgood, President, CCO

Date

Investment Policy

Objective

To establish a uniform policy governing the investment of operating funds of the City and Public Sewer Utility.

Policy

To invest public funds in a manner that will provide the highest investment return consistent with the protection of principle while meeting the daily cash flow demands of the City a/k/a “the prudent man rule”. The City shall conform to all applicable legal requirements governing the investment of public funds and types of investments that are allowed.

All investments are required to be collateralized by each institution and each institution shall provide proof of that collateralization.

Investment Objective

The primary objectives, in priority order, of the investment activities shall be:

- SAFETY. Investments of the City and Sewer Utility shall be undertaken in a manner that seeks to ensure the preservation of capital.
- LIQUIDITY. Investments of the City and Sewer Utility will remain sufficiently liquid to enable the City to meet all operating requirements that might be reasonably anticipated. Investment length shall be determined by need of funds being invested.
- INVESTMENT INCOME. At all times the investments shall seek a high rate of return commensurate with the objectives of safety and liquidity.

Delegation of Authority

Management responsibility for the investment of funds both short and long term is hereby delegated to the City Investment Board and City Finance Director/Treasurer. Meeting minutes shall be provided to the Council.

Periodic review shall be conducted by the City Administrator on any or all investments with an annual audit performed by the City and Sewer Utility’s audit firm.

Ethics and Conflicts of Interest

Officers, elected and appointed officials and employees involved in the investment of funds shall disclose to the City Administrator any material financial interest in financial institutions that conduct business within the City, and they shall further disclose any large personal financial investment positions that could be related to the performance of their duties for the City of Columbus, particularly with regard to the time of purchases and sales.

Authorized and Suitable Investments

The investment of City funds shall be in accordance with the allowed type of investment list provided in the Wisconsin State Statutes. City policy, when practicable, is to maintain checking account balances at a level for payment of bills or other expenses. Any short term excess amounts will be transferred to the already authorized investment accounts in the Farmers & Merchants Union Bank, Associated Bank, DMB Community Bank, Old National Bank or the Local Government Investment Pool based on interest rate and liquidity for future use. Funds available for longer term investments shall be determined by the City Investment Board.

As practicable, investment amounts are limited to the maximum of state and FDIC insurance limits for each institution unless collateralized.

Type of Investment Vehicles

Certificates of Deposit / CDARS. City funds may be invested in time deposits in any credit union, bank, savings bank, trust company, or savings and loan association approved via resolution of the board, which is authorized to transact business in the state of Wisconsin. Currently the following institutions are approved by resolution of the City Council:

- a.) DMB Community Bank, DeForest
- b.) Farmers & Merchants Union Bank
- c.) Old National Bank, Columbus f/k/a Anchor Bank
- d.) Associated Bank

Local Government Investment Pool (LGIP). City funds may be invested in the Wisconsin Local Government Investment Pool.

Money Market/Savings Deposits. City funds may be invested in interest bearing savings, demand deposits, and money market accounts.



August 31, 2016

Mr. Kelly Crombie
City of Columbus
105 N. Dickason Blvd
Columbus, WI 53925

Dear Mr. Crombie,

The Dodge County Humane Society remains committed to animal welfare by providing care and shelter to animals throughout Dodge County. Over the past year, the Dodge County Humane Society has taken in nearly 500 animals through stray pick-up services. In addition, suitable homes were found for all adoptable animals and over 100 lost pets were reunited with their rightful owners.

Enclosed please find the contract for 2017. Because of our commitment to the municipalities in Dodge County, the Dodge County Humane Society has elected not to increase rates for the third year in a row. Choosing to contract with the Dodge County Humane Society benefits your municipality with both time and cost savings. The following are a direct result of the services that we are able to provide:

- Local law officials can be relieved of most of the calls and subsequent duties related to stray animals.
- Area citizens need not be burdened with the health hazards and safety issues related to stray animals.
- Municipalities do not have to house and feed stray animals for seven days in order to be in compliance with state statutes.
- Owners of a lost pet have a consistent and safe place to contact to reclaim their pet.

As part of this contract, we make the following commitments to you and your municipality:

- We guarantee that all animals will be handled in a humane way.
- We will make shelter staff accessible to you at all times. This will include use of our pager system and also personal cell phone numbers of our shelter personnel and Board President.
- We agree to be the responsible agency and quarantine facility for all domestic animal bite cases. This includes compliance with all state requirements.
- We agree to assist your officers with any neglect or abuse calls including both domestic animals and livestock.

The Dodge County Humane Society is also happy to work with municipalities that do not feel a contract is right for them. In an effort to provide services for as many animals as possible, we are offering a per animal option. We will accept animals from non-contracted areas at a cost of \$250 per animal. This fee helps to offset the costs of any necessary medical care the animal may need.

We appreciate the opportunity to be of service to you and believe that the enclosed contract accurately summarizes the significant terms of our agreement. The enclosed contract reflects our best efforts to streamline our services and our strong desire to partner with your municipality. If you agree with the terms as described, please sign the enclosed copy and return it to us. If you have any questions, please feel free to contact me.

Sincerely,

Ryan Vossekuil, Board President



2017 STRAY ANIMAL CONTRACT

WHEREAS, the **City of Columbus** desires to enter into a contract (“the Annual Contract”) with The Dodge County Humane Society, Inc. for the care of stray and domesticated animals; and

WHEREAS, the Dodge County Humane Society is willing to agree to contract with the **City of Columbus** to provide such services for the term and subject to the terms and conditions described below;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **City of Columbus** (hereafter referenced as “the municipality”) hereby enters into the following agreement with The Dodge County Humane Society, Inc. (hereafter referenced as “the humane society”), a Wisconsin not-for-profit Corporation, organized under Chapter 181 of the Wisconsin Statutes, without stock, located at N6839 State Road 26, Juneau, WI 53039, for the care of stray and domesticated animals (referenced as “the services”).

In consideration for the humane society’s agreement to provide the services during the term of this agreement, the municipality shall pay to the Dodge County Humane Society one of the following:

Please choose one of the following contract options:

- A lump sum of \$875. Covers up to 5 domestic stray animals. Animals in excess of 5 will be charged \$200/animal over 5.
- A lump sum of \$1,500. Covers up to 10 domestic stray animals. Animals in excess of 10 will be charged \$175/animal over 10.
- A lump sum of \$2,500. Covers up to 20 domestic stray animals. Animals in excess of 20 will be charged \$150/animal over 20.
- A lump sum of \$4,000. Covers up to 40 domestic stray animals. Animals in excess of 40 will be charged \$125/animal over 40.

Please choose one of the following animal options:

- The municipality contracts for all domestic animals.
- The municipality contracts for domestic dogs only.

Please choose one of the following approval options:

- Humane society must have approval before accepting any animal.
- Humane society must have approval for each animal after the contract term has been reached.
- No pre-approval is needed before accepting animals.

(Municipality must provide contact list to humane society by January 1, 2017.)

1. Other Fees and Charges. In addition to the municipality's agreement to pay the sum(s) specified above, the municipality also agrees to pay all other fees and charges that it may incur under the terms of this agreement, including but not limited to pick-up and/or drop-off fees, after-hours drop-off fees, and all charges and fees associated with quarantines as provided in this agreement. All such fees and charges shall be billed to the municipality monthly and will be due and payable to the humane society no later than 15 days after the date of the invoice.
2. Drop-Off and Pick-Up of Animals: Days/Hours, Fees, and Manner of Delivery.
 - a. Normal Hours. On days that are not legal holidays, the humane society agrees to accept stray and domesticated animals during the following hours, which are subject to change upon notice by the humane society:

Monday – Saturday 8:00 – 5:00
 - b. Delivery of Animals. The animals must be either (1) brought to the humane society by an agent of the municipality at the humane society's address as listed above; or (2) picked up by humane society staff when staff members are available to respond to requests for pick up, subject to the terms set forth in paragraph 2.c. and 2.d., below.
 - c. Pick-Up Fee Normal Hours. The humane society may, at its sole discretion and if it has staff available, agree to pick up an animal, during the normal hours listed in paragraph 2.a., above, for a fee of \$50. Staff members may not be available to respond to requests for pick up during all of the hours during which the humane society accepts animals by drop off.

d. After-Hours Pick-Up Fee. The humane society may, at its sole discretion and if it has staff available, agree to accept an animal or to pick up an animal outside of the normal hours listed in paragraph 2.a., above. Any pick-up of an animal outside of the normal hours listed in paragraph 2.a., above, shall constitute an after-hours pick-up and shall be subject to an “after-hours” pick-up fee of \$80. The after-hours pick-up fee shall apply if the pick-up occurs outside of normal hours regardless of whether municipality’s request for an after-hours pick-up was made during normal hours.

e. Hours for Public Redemption of Strays. The humane society shelter building will be open to the public for stray animal redemption during the following hours, subject to change upon notice:

Monday	12:00 – 5:00pm
Tuesday	12:00 – 7:00pm
Thursday	12:00 – 7:00pm
Friday	12:00 – 5:00pm
Saturday	11:00 – 4:00pm

f. Drop-Offs by Police Officers. At its sole discretion, the humane society may allow the municipality’s police officers to drop off animals from contracted areas outside normal pick-up and drop-off hours by special arrangement with the humane society, the terms are subject to change on notice at the sole discretion of the humane society.

g. Canceled Pick-Ups. If an animal is reclaimed by its owner and a request for pick-up is canceled prior to the arrival of humane society staff, there will be no pick-up fee. If a humane society staff member arrives at the designated location to pick up the animal, the appropriate pick-up fee will apply even if the animal has been reclaimed by its owner prior to the staff member’s arrival.

3. Drop-Off and Pick-Up of Animals: Containment. Any stray domestic animal must be contained in some manner so as to be easily approached and apprehended. The humane society may, at its sole discretion, attempt to capture a stray animal that is running at large.

4. Care of Relinquished Animals. Upon acceptance of an animal, the humane society will have sole responsibility for the animal(s) and the sole right to determine the means of its care, relieving the municipality of any further care for the animal(s), subject to the municipality’s responsibility to pay all applicable fees owed under this contract. The humane society will furnish and maintain facilities and equipment adequate for the humane care and treatment of the animals in compliance with Wisconsin laws and regulations concerning the humane treatment of animals. The humane society will use

reasonable care to employ competent persons to perform the necessary functions of its shelter.

5. Stray Holding Period. The parties understand that Wisconsin law requires that stray dogs must be held for five (5) days prior to disposition (adoption or euthanasia) and that notice of a stray animal must be provided in the county in which the animal is apprehended. Stray cats will be held for a minimum of five (5) days prior to disposition. The holding period may be waived if a licensed veterinarian determines that an animal is so ill or injured that housing it the five days will only prolong its death.
6. Stray Redemption by Owner. If an animal is redeemed by an owner in accordance with the procedures prescribed by Wisconsin Statutes, the owner will be required to pay any and all expenses incurred and/or fees charged by the humane society, including, but not limited to, any pick-up fee, after-hour fee, and daily boarding fees. If such fees or costs are recovered from a redeeming owner, they will not be billed to the municipality. If an animal is not rabies vaccinated or licensed, an owner must sign a contract agreeing to have the pet rabies vaccinated and licensed by the deadline stated in the contract. If the municipality requests, and provides the humane society with a fax number, the humane society will fax a copy of the contract to the municipality for follow-up.
7. Records. The humane society will submit a record showing the date each animal entered the shelter, where it was originally found, and how and when the animal was disposed of.
8. Bite/Rabies Quarantine; Seizures.
 - a. Known Owner. If an animal that is subject to a bite or rabies quarantine has a known owner, the animal will be held only if space is available at the shelter. The owner will be primarily responsible for daily boarding fees, travel time, charges incurred for veterinary checks on the animal(s), and all other fees and costs for the animal's care, as described in Paragraph 2 of Exhibit A to this agreement; however, if the animal has a known owner and an officer of the municipality requires the animal to be quarantined at the humane society and the owner is unable to pay the daily boarding fees, travel time, charges incurred for veterinary checks, and all other fees and costs associated with the animal's care, the municipality will be responsible for payment of all such fees and charges directly to the humane society.
 - b. Owner Unknown/Unavailable. Animals that must be held for rabies or bite quarantine will be held by the humane society if the owner is unknown or unavailable, and if space is available. In the event the owner is unable to be found or identified, the humane society will request reimbursement from Dodge County for quarantine, travel time, and veterinary expenses pursuant to Wisconsin Statutes Section 95.21(8). Any amount not reimbursed by Dodge County will become the responsibility of the municipality.

- c. Policies, Fees and Charges. The humane society's current rabies/bite policies and the amounts of fees and charges for quarantine are attached hereto as Exhibit A; however, all policies are subject to change on notice at the humane society's sole discretion.
- d. Seizures. Animals that are seized by a law enforcement officer can be housed at the humane society if space is available. If the animal has a known owner and an officer of the municipality requires the animal to be quarantined at the humane society, the municipality will be responsible for payment directly to the humane society for the daily boarding fees, travel time, charges incurred for veterinary checks, and all other fees and costs for the animal's care.

9. General Provisions.

- a. Inspection. Any official of any contracted municipality shall have access to the humane society shelter building for the purposes of inspecting the conditions of the shelter. Any such visits shall be conducted during normal staffed hours as listed in paragraph 2a.
- b. Indemnification. Each party agrees to indemnify and save harmless the other from all suits, claims and demands and actions arising out of its own alleged actions or inactions and agrees that it is solely responsible for its own operations, employees and agents.
- c. Effect of Waiver. If the humane society waives any term of this contract at any time, it will not constitute a waiver of the same term for other instances in which it might apply, nor will it constitute a waiver of any of the other provisions of this contract.
- d. Effect of Invalidity of Provision. If any provision in this contract shall be declared invalid, the remaining provisions shall continue in full force and effect.
- e. Entire Agreement. This document contains the entire agreement between the parties and the municipality warrants and represents that there are no statements or representations by any humane society representatives which are contrary to or which would vary or add to the terms of this agreement.
- f. Limited to Stray and domesticated animals. The term "stray and domesticated animals for purposes of this agreement includes dogs, cats, rabbits, hamsters, and domesticated gerbils, mice, rats, certain snakes, and birds. It does not include any other animals, including but not limited to livestock, wild or exotic animals or birds of prey.

10. Additional Services. The humane society may, upon request by the municipality, and at the humane society's sole discretion, agree to perform additional or ancillary services or services in extraordinary circumstances beyond those contemplated as within the normal scope of this agreement. The municipality will pay to the humane society a reasonable or hourly reasonable and customary fee in an amount determined by the humane society as appropriate for additional services under the circumstances of each such request.

11. Term; Binding Effect. The term of this agreement shall be for a period of twelve months, commencing January 1, 2017 and expiring December 31, 2017. Therefore, services provided by the humane society to the municipality will be governed by the terms of this agreement commencing January 1, 2017 and continuing through December 31, 2017. However, this agreement shall be binding upon the parties hereto as soon as it is legally executed by resolution and approved by the municipality and when executed by the humane society.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates indicated below:

~~City of Columbus~~ DODGE COUNTY HUMANE SOCIETY INC

By:  Title: Board President Date: 8/31/16

By:  Title: Executive Director Date: 8/31/16

~~The Dodge County Humane Society, Inc.~~ CITY OF COLUMBUS

By: _____ Title: Board President Date: 8/31/16

By: _____ Title: Executive Director Date: 8/31/16

Exhibit A – Rabies/Bite Quarantine Policies, Fees and Charges*

1. Owned animal up to date on rabies vaccination, not vicious: Not required to be quarantined at a facility; owner can quarantine at home with the following provisions:
 - a. THREE veterinary checks are required: one within 24 hours of bite; a second check thereafter but before 10 days elapse from the date of the bite; and a third on 10th day after the bite. The owner is responsible for veterinary charges for all visits.
 - b. The animal must be kept separate from other animals and have minimal human contact. This means no playing in a yard that is not securely fenced, no walking a dog outside the yard, and no playing with other dogs or cats.
 - c. If there are multiple animals in the home, the animal must be kept in a separate room or crated.

2. Owned animal not up to date on rabies vaccination, not vicious: Must be quarantined off site (not at the home). If the animal will be quarantined at the humane society. Fee is \$300.00. Owner is responsible for the applicable fees at time of drop off.

3. Owned animal considered vicious (whether up to date on rabies or not): Bite euthanasia is an option. Animal will be immediately euthanized and the head sent in to the state for evaluation. Fee is \$400.00. Owner is responsible for the applicable fees at time of drop off.

4. Unknown owner: After applicable stray hold period is up, animal will be euthanized. Charges as listed in paragraphs 2a-2d will apply; however, prior to billing the municipality for the charges, the humane society will attempt to bill the county, per state law. If the animal is injured or considered vicious, a veterinarian will be consulted as to whether the five day stray hold can be waived.

*If state statute or state or local health department directive requires a course of action inconsistent with these policies, they shall be deemed modified to the extent of such statutory or health department directive only, and all remaining portions of these policies, fees and charges shall remain in full force and effect.

2016 AGENDA ITEM COMMON COUNCIL MEETING

Meeting date: November 1, 2016

DETAILED DESCRIPTION OF SUBJECT MATTER: Rezoning – parcels 705, 680, 679, 220 and 227

The Plan Commission held a public hearing on October 20, 2016 regarding the request of Paul & Lisa Ibisch to rezone the following parcels as follows:

Parcels 705, 680 and 220 from I Industrial to R1 Single Family Residential
Parcel 679 from I Industrial to R3 Single Family Residential
Parcel 227 from I Industrial to CBD Central Business District

SUPPORTING DOCUMENTATION ATTACHED:

NUMBER OF ATTACHMENT PAGE(S) _____

IS FUNDING REQUIRED? _____ YES NO

MOTION REQUESTED OF COUNCIL:

Approve the recommendation of the Plan Commission for approval of the request of Paul & Lisa Ibisch to rezone the following parcels as follows:

Parcels 705, 680 and 220 from I Industrial to R1 Single Family Residential
Parcel 679 from I Industrial to R3 Single Family Residential
Parcel 227 from I Industrial to CBD Central Business District

STROHSCHHEIN & GREEN

Attorneys at Law

1132 Park Avenue
Columbus, WI 53925



Phone: (920) 623-2710
Fax: (920) 623-2714
E-mail: sglawoffice@sglawoffice.net

Attorney Alan J. Strohschein
Attorney Karl Green

September 19, 2016

HAND DELIVERED

City of Columbus
Attn: Anne Donahue
105 N. Dickason Blvd.
Columbus, WI 53925

RE: Paul & Lisa Ibisch Properties
Street Addresses: 321 Newcomb St. (Lot 1), 345 N. Spring St. (Lot 2),
336 N. Spring St. (Lot 3), and 120 Newcomb St. (Lot 4)

Dear Anne:

Thank you for your letter of August 25, 2016 to the Ibischs. Through this letter, the submission of Grothman & Associates proposed Certified Survey Map (attached), and our Joint Access and Utility Easement Agreement (attached with Easement Exhibit), we would like to continue the process of having the various City Departments review the proposed Certified Survey Map (CSM) and our requests for rezoning, variances, and waiver of street frontage. As we have discussed, this is a unique property, and we are in some instances correcting decades old issues.

The Ibischs have incurred substantial surveying expenses related to this project which include the city's vacation of portions of Spring and Newcomb Streets. With the vacation of the streets and the addressing of zoning, lot size, and easement issues, the Ibischs are also in a position to dedicate some of their riverfront property along the west side of the drainage ditch noted on the CSM. This transfer would address city access to the ditch which is a critical component to stormwater management for the City of Columbus. The transfer also gives the city favorable Crawfish River frontage. We are wondering if a portion of the Grothman & Associates surveying bill would be borne by the City of Columbus in turn for the dedication of the property for municipal purposes.

You have given us a timetable for meetings and we want to keep to that timetable.

CERTIFIED SURVEY MAP REVIEW

The proposed Certified Survey Map has four lots with structures and vacant land proposed for dedication to the City of Columbus. Lots 1, 2, and 4 currently have single family residences on them. Lot 3 is a commercial lot, and Darwin Frey operates Badger Motor Car Company there.

We will address issues concerning each lot individually, but we have some general comments to make regarding the proposed Certified Survey Map.

1. This is a four lot Certified Survey with two small parcels west of the drainage ditch, that have been identified as parcels to be dedicated for public use by Scott Hewitt of Grothman Land Surveying. It is anticipated that contemporaneous to the recording of the final approved Certified Survey Map, that these two small parcels will be dedicated to the City of Columbus for appropriate municipal use.

2. None of the lots currently have City sanitary sewer service. We understand, under Section 102-194 of the Columbus Municipal Code that the cost of sewer connections will be borne by the property owners. However, the City of Columbus has **no** current plan to extend the sanitary sewer under the railroad tracks on North Spring Street to these properties. Therefore, it is our understanding that the current functioning septic systems will be allowed to exist by the City of Columbus until they fail, or the City extends sanitary sewer to the end of Spring Street.

3. Your letter of August 25, 2016 mentions the current storm water easement to the City of Columbus. We do not propose *any* changes to this storm water easement as is shown on the Certified Survey Map. (20' wide utility easement recorded as Doc. No. 770644.) The property proposed to be dedicated to the City by the Ibischs will allow the City complete access on the west side of the drainage ditch from Birdsey Street all of the way to the Crawfish River.

4. We understand that as the Zoning Board of Appeals reviews these variance requests they will be contingent on the requests being approved contemporaneously with the Planning Commissions review of the CSM.

5. We understand that all the fees have been paid for the initial review of the Certified Survey Map by City staff, for the scheduled hearings for the Planning Commission and the Zoning Board of Appeals. You indicated during a phone conversation on September 16th that there may be additional costs as the documents are reviewed.

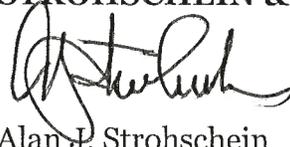
- a. Lot 1 is the largest lot of the proposed Certified Survey Map and has frontage on Newcomb Street at its west border. There is also frontage on Spring Street. We request an R-1 residential zoning for this lot which is currently zoned industrial. There would be no variances needed on this lot.
- b. Lot 2 has, for many years, had its own separate address and tax parcel. It is a sub-standard lot area wise pursuant to the Municipal Code, and we request an area and setback variance from applicable codes for Lot 2 which is currently zoned industrial. We also request an R-1 residential zoning for this lot.
- c. Lot 3 is currently zoned industrial, but we are proposing a central business district zoning classification under the zoning code. That designation will allow the owners to continue to build business value to the property. A central business district zoning will not require setback or frontage variances.
- d. Lot 4 does not have access to a municipal street and we are requesting a waiver by the City of direct street access pursuant to the terms of the access easement

agreement that is being submitted to the City with our request for approval of the proposed Certified Survey Map. We also request a setback variance and an R-1 residential zoning for this lot, which is currently zoned industrial.

I wish to complement Scott Hewitt of Grothman & Associates, S.C. for his extensive work in this matter both on the research and technical aspects of the project. He and I would welcome any comments from City staff *well in advance* of any scheduled Planning Commission, Zoning Board of Appeals, or City Council meetings so that we can address concerns at the meetings and not have any unanticipated delays to approval(s). I thank you in advance for your cooperation and assistance.

Very truly yours,

STROHSCHN & GREEN



Alan P. Strohschein
State Bar No. 1004158

AJS:dak

cc: Paul & Lisa Ibisch *via e-mail*
Scott Hewitt *via e-mail*

2016 AGENDA ITEM

Council Meeting Date: November 1, 2016

DETAILED DESCRIPTION OF SUBJECT MATTER: Certified Survey Map – Paul & Lisa Ibisch

Recommendation

The Plan Commission considered the request of Paul & Lisa Ibisch for approval of the certified survey map of parcels 705, 680, 227, 220 to create 4 new lot descriptions and separate 2 pieces of parcel 680 for city easement.

Their recommendation was to approve the certified survey map of parcels 705, 680, 227, 220 to create 4 new lot descriptions and separate 2 pieces of parcel 680 for city easement.

LIST ALL SUPPORTING DOCUMENTATION ATTACHED:

NAME OF DOCUMENT(S) _____

NUMBER OF ATTACHMENT PAGE(S) _____

IS FUNDING REQUIRED? _____ YES NO

FUNDING SOURCE: _____

DEPARTMENT: _____

ACCOUNT NUMBER: _____

MOTION REQUESTED OF COUNCIL:

Approve the recommendation of the Plan Commission to approve the certified survey map of parcels 705, 680, 227, 220 to create 4 new lot descriptions and separate 2 pieces of parcel 680 for city easement.

As prepared by:

G & A GROTHMAN & ASSOCIATES S.C.

LAND SURVEYORS

825 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI 53901
PHONE: PORTAGE: (808) 742-7788 SAUK: (808) 844-8877
FAX: (808) 742-0434 E-MAIL: surveying@grothman.com
(RED LOGO REPRESENTS THE ORIGINAL MAP)

SEAL:



G & A FILE NO. 1115-652



DRAFTED BY: S. STACHOWSKI

CHECKED BY: SPH

PROJ. 1115-652

DWG. 1115~652 SHEET 1 OF 7

COLUMBIA COUNTY CERTIFIED SURVEY MAP NO. _____ GENERAL LOCATION

Volume _____, Page _____

Being Lots 1, 2 & 3, Block 14, Birdsey's Addition to the Town of Columbus, a part of Lots 4 & 7 & all of Lots 5 & 6, Block 7, Birdsey's Addition to the Village of Columbus, a part of Lots 1, 9 & 10, Block 17, Ludington's Addition to Columbus, a part of vacated Newcomb Street right-of-way & vacated Spring Street right-of-way & a part of the SW1/4 of the SE1/4, Section 12, part of the NW1/4 of the NE1/4 and the NE1/4 of the NE1/4, Section 13, all in T. 10 N, R. 12 E, City of Columbus, Columbia County, Wisconsin. CONTAINING: 88,080 SQ. FT.± - (2.02 ACRES±)

SCALE: 1" = 200'



NE COR. SEC. 13

SE1/4-SE1/4

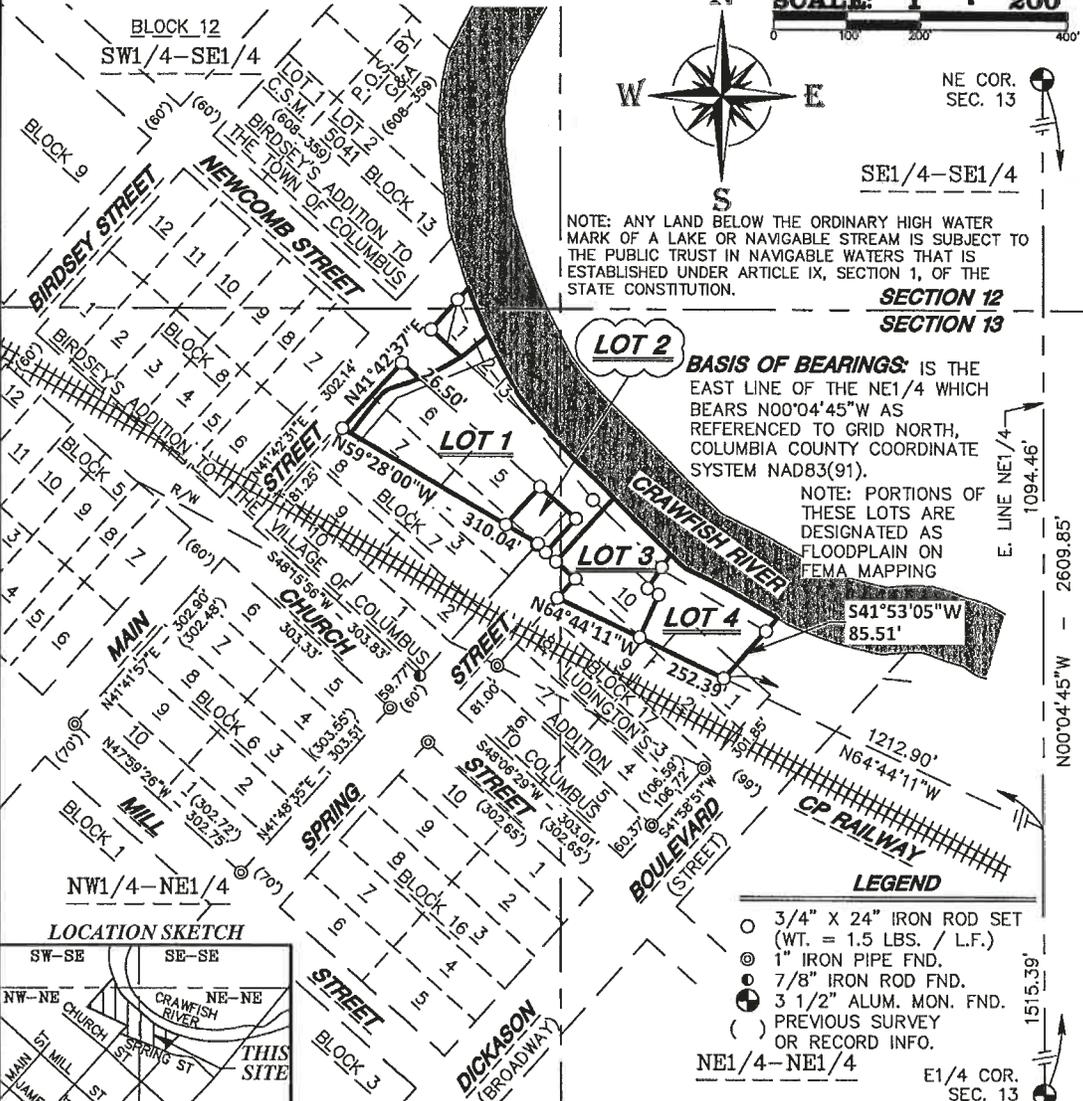
NOTE: ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.

SECTION 12
SECTION 13

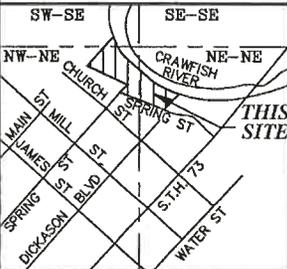
BASIS OF BEARINGS: IS THE EAST LINE OF THE NE1/4 WHICH BEARS N00°04'45"W AS REFERENCED TO GRID NORTH, COLUMBIA COUNTY COORDINATE SYSTEM NAD83(91).

NOTE: PORTIONS OF THESE LOTS ARE DESIGNATED AS FLOODPLAIN ON FEMA MAPPING

S41°53'05"W
85.51'



LOCATION SKETCH



LEGEND

- 3/4" X 24" IRON ROD SET (WT. = 1.5 LBS. / L.F.)
- ⊙ 1" IRON PIPE FND.
- 7/8" IRON ROD FND.
- ⊕ 3 1/2" ALUM. MON. FND.
- () PREVIOUS SURVEY OR RECORD INFO.

NE1/4-NE1/4 E1/4 COR. SEC. 13

OWNER/CLIENT: PAUL A. & LISA ANN IBISCH
321 NEWCOMB STREET
COLUMBUS, WI 53925

As prepared by:

CA GROTHMAN & ASSOCIATES S.C.
LAND SURVEYORS

825 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI. 53901
PHONE: PORTAGE: (608) 742-7788 SAUK: (608) 844-8677
FAX: (608) 742-0434 E-MAIL: surveying@grothman.com
(RED LOGO REPRESENTS THE ORIGINAL MAP)

SEAL:



G & A FILE NO. 1115-652



DRAFTED BY: S. STACHOWSKI

CHECKED BY: SPH

PROJ. 1115-652

DWG. 1115-652 SHEET 2 OF 7

COLUMBIA COUNTY CERTIFIED SURVEY MAP NO. _____

GENERAL LOCATION

Volume _____, Page _____

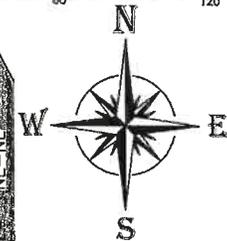
Being Lots 1, 2 & 3, Block 14, Birdsey's Addition to the Town of Columbus, a part of Lots 4 & 7 & all of Lots 5 & 6, Block 7, Birdsey's Addition to the Village of Columbus, a part of Lots 1, 9 & 10, Block 17, Ludington's Addition to Columbus, a part of vacated Newcomb Street right-of-way & vacated Spring Street right-of-way & a part of the SW1/4 of the SE1/4, Section 12, part of the NW1/4 of the NE1/4 and the NE1/4 of the NE1/4, Section 13, all in T. 10 N, R. 12 E, City of Columbus, Columbia County, Wisconsin. CONTAINING: 88,080 SQ. FT.± - (2.02 ACRES±)

LEGEND

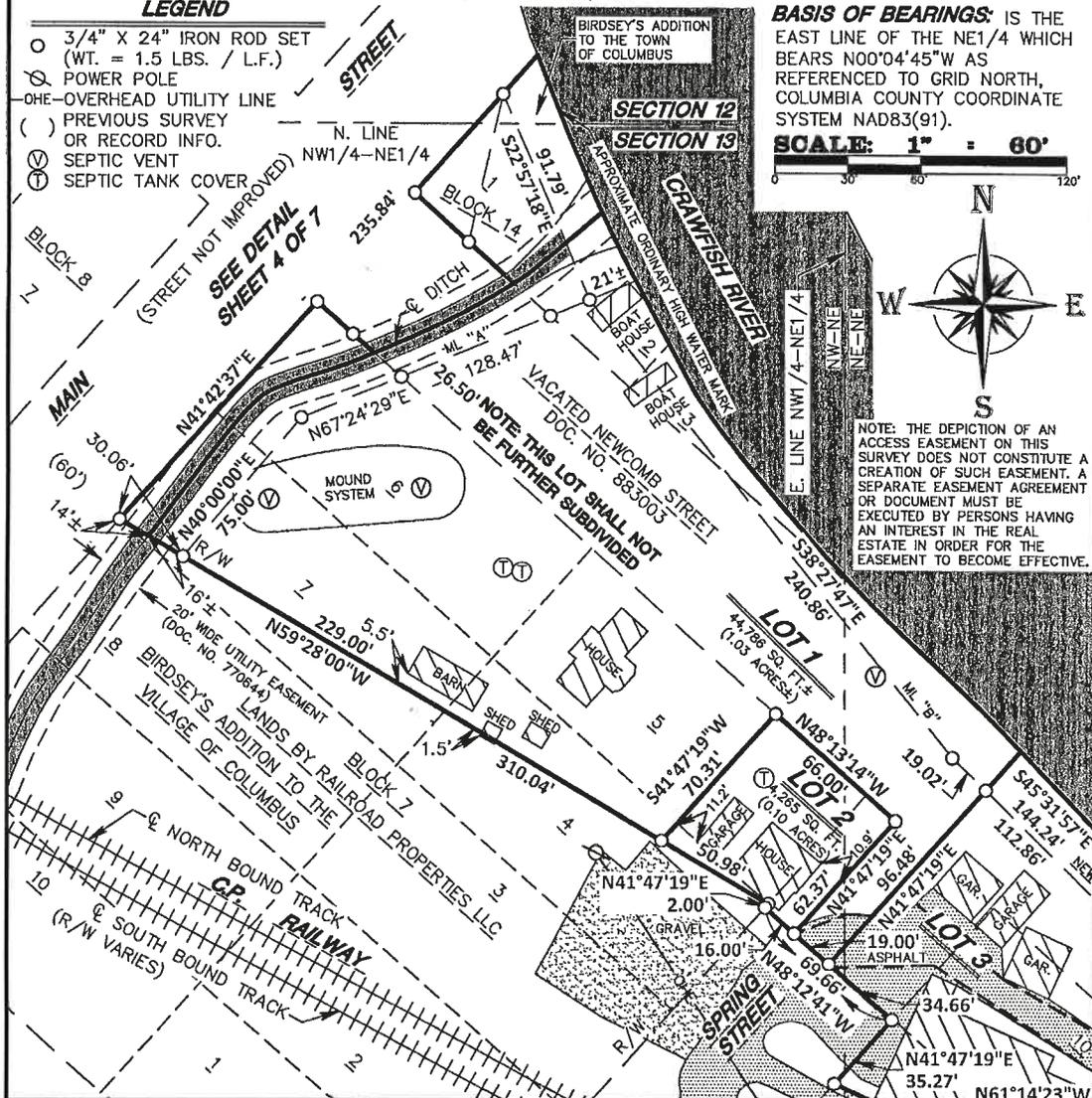
- 3/4" X 24" IRON ROD SET (WT. = 1.5 LBS. / L.F.)
- ⊖ POWER POLE
- OVERHEAD UTILITY LINE
- () PREVIOUS SURVEY OR RECORD INFO.
- ⊕ SEPTIC VENT
- ⊙ SEPTIC TANK COVER

BASIS OF BEARINGS: IS THE EAST LINE OF THE NE1/4 WHICH BEARS N00°04'45"W AS REFERENCED TO GRID NORTH, COLUMBIA COUNTY COORDINATE SYSTEM NAD83(91).

SCALE: 1" = 60'



NOTE: THE DEPICTION OF AN ACCESS EASEMENT ON THIS SURVEY DOES NOT CONSTITUTE A CREATION OF SUCH EASEMENT. A SEPARATE EASEMENT AGREEMENT OR DOCUMENT MUST BE EXECUTED BY PERSONS HAVING AN INTEREST IN THE REAL ESTATE IN ORDER FOR THE EASEMENT TO BECOME EFFECTIVE.



OWNER/CLIENT: PAUL A. & LISA ANN IBISCH
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COLUMBUS, WI 53925

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G & A FILE NO. **1115-652**

DRAFTED BY: S. STACHOWSKI

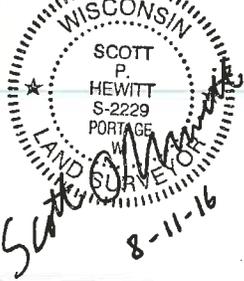
CHECKED BY: SPH

PROJ. 1115-652

DWG. 1115-652

SHEET 3 OF 7

SEAL:



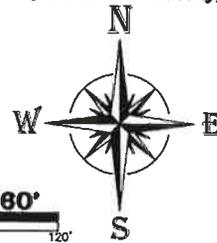
COLUMBIA COUNTY CERTIFIED SURVEY MAP NO. _____

GENERAL LOCATION

Volume _____, Page _____

Being Lots 1, 2 & 3, Block 14, Birdsey's Addition to the Town of Columbus, a part of Lots 4 & 7 & all of Lots 5 & 6, Block 7, Birdsey's Addition to the Village of Columbus, a part of Lots 1, 9 & 10, Block 17, Ludington's Addition to Columbus, a part of vacated Newcomb Street right-of-way & vacated Spring Street right-of-way & a part of the SW1/4 of the SE1/4, Section 12, part of the NW1/4 of the NE1/4 and the NE1/4 of the NE1/4, Section 13, all in T. 10 N., R. 12 E., City of Columbus, Columbia County, Wisconsin. CONTAINING: 88,080 SQ. FT.± - (2.02 ACRES±)

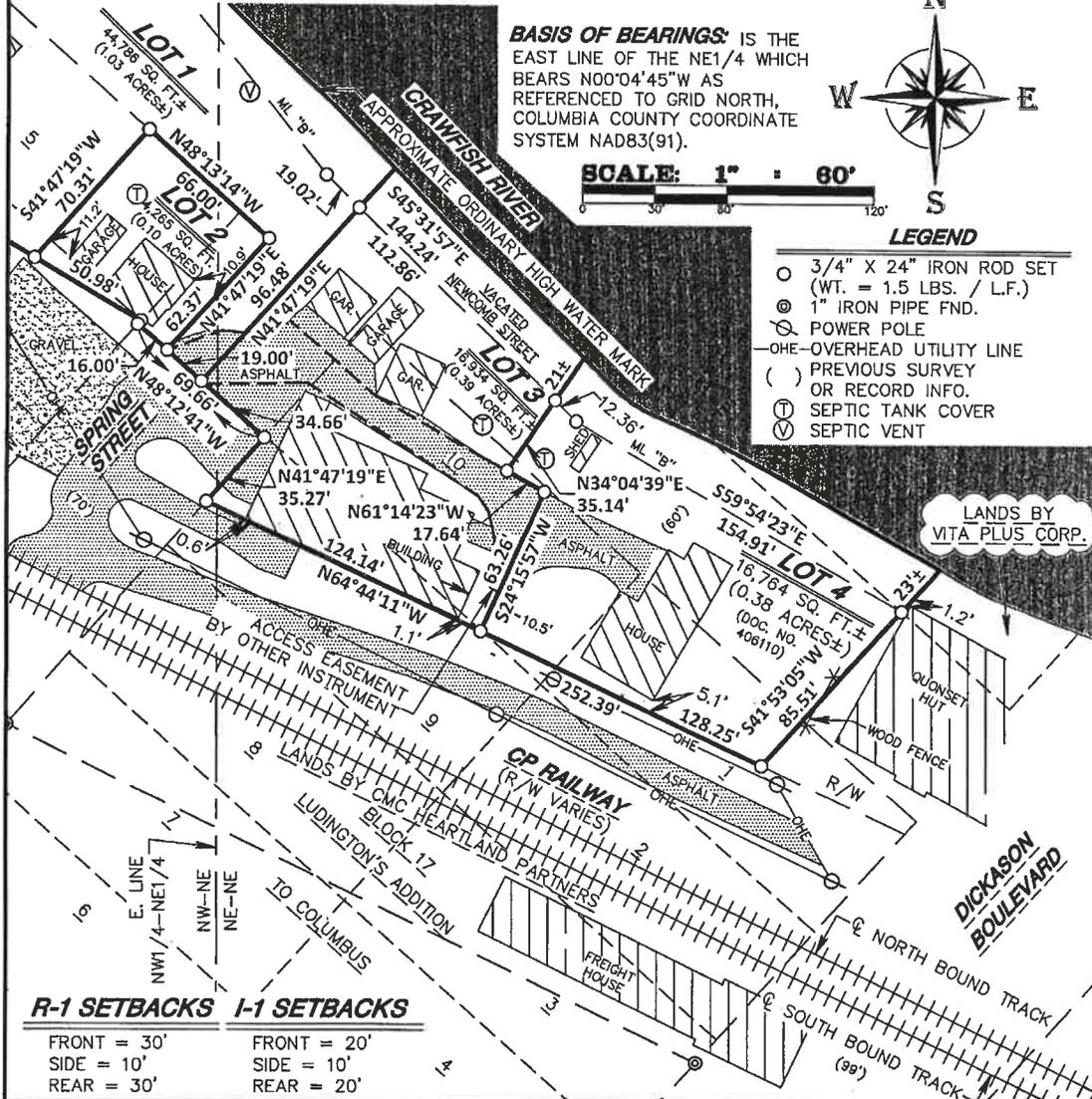
BASIS OF BEARINGS: IS THE EAST LINE OF THE NE1/4 WHICH BEARS N00°04'45"W AS REFERENCED TO GRID NORTH, COLUMBIA COUNTY COORDINATE SYSTEM NAD83(91).



SCALE: 1" = 60'

LEGEND

- 3/4" X 24" IRON ROD SET (WT. = 1.5 LBS. / L.F.)
- ⊙ 1" IRON PIPE FND.
- ⊗ POWER POLE
- OHE— OVERHEAD UTILITY LINE
- () PREVIOUS SURVEY OR RECORD INFO.
- ⊕ SEPTIC TANK COVER
- ⊖ SEPTIC VENT



R-1 SETBACKS I-1 SETBACKS

FRONT = 30'	FRONT = 20'
SIDE = 10'	SIDE = 10'
REAR = 30'	REAR = 20'

OWNER/CLIENT: PAUL A. & LISA ANN IBISCH
321 NEWCOMB STREET
COLUMBUS, WI 53925

As prepared by:

GA GROTHMAN & ASSOCIATES S.C.

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G & A FILE NO. **1115-652**

DRAFTED BY: S. STACHOWSKI

CHECKED BY: SPH

PROJ. 1115-652

DWG. 1115-652 SHEET 4 OF 7

SEAL:

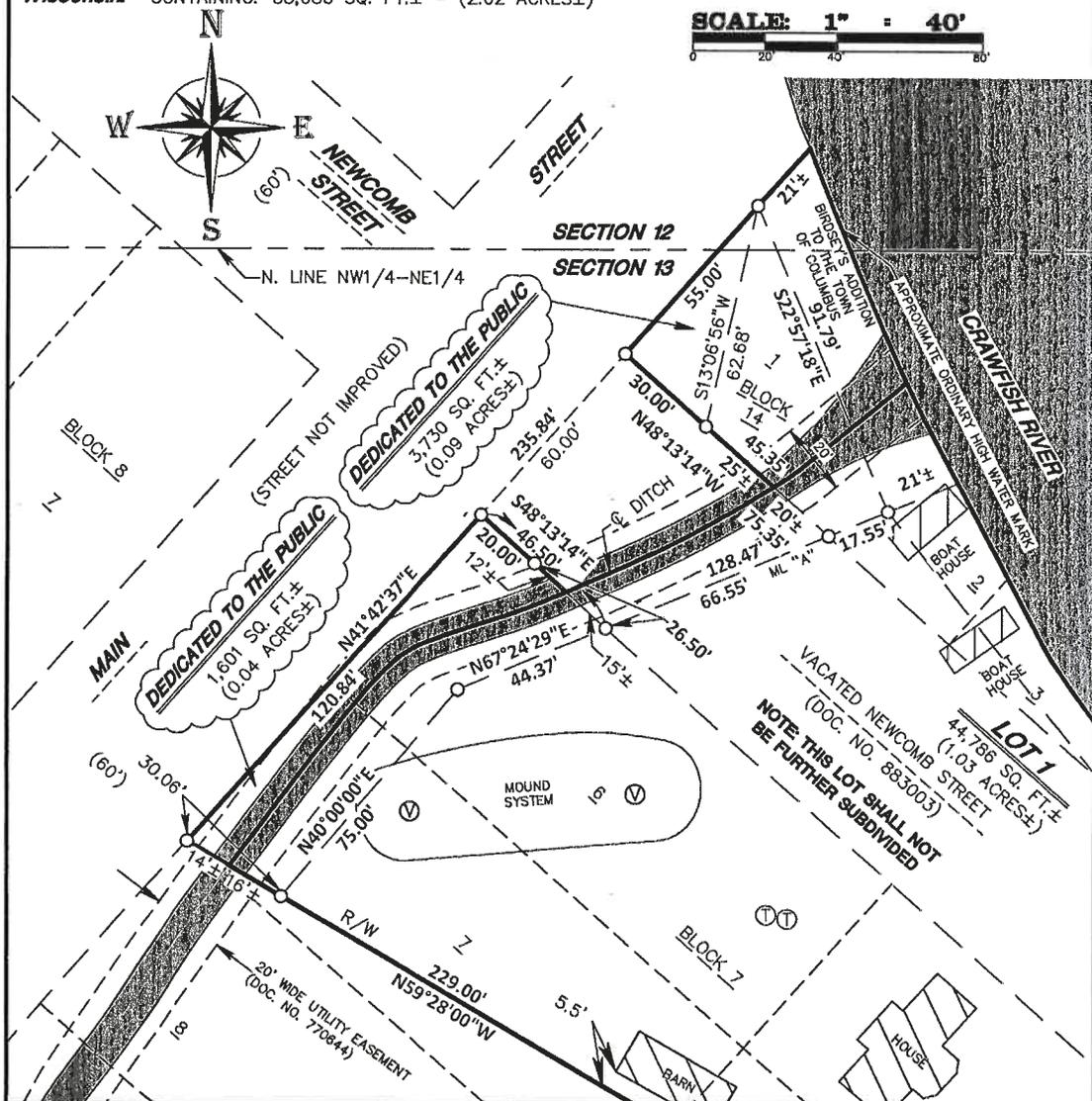


COLUMBIA COUNTY CERTIFIED SURVEY MAP NO. _____ GENERAL LOCATION

Volume _____, Page _____

Being Lots 1, 2 & 3, Block 14, Birdsey's Addition to the Town of Columbus, a part of Lots 4 & 7 & all of Lots 5 & 6, Block 7, Birdsey's Addition to the Village of Columbus, a part of Lots 1, 9 & 10, Block 17, Ludington's Addition to Columbus, a part of vacated Newcomb Street right-of-way & vacated Spring Street right-of-way & a part of the SW1/4 of the SE1/4, Section 12, part of the NW1/4 of the NE1/4 and the NE1/4 of the NE1/4, Section 13, all in T. 10 N., R. 12 E., City of Columbus, Columbia County, Wisconsin. CONTAINING: 88,080 SQ. FT.± - (2.02 ACRES±)

SCALE: 1" = 40'



OWNER/CLIENT: PAUL A. & LISA ANN IBISCH
321 NEWCOMB STREET
COLUMBUS, WI 53925

As prepared by:

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FAX: (608) 742-0434 E-MAIL: surveying@grothman.com
(RED LOGO REPRESENTS THE ORIGINAL MAP)

SEAL:



G & A FILE NO. 1115-652

DRAFTED BY: S. STACHOWSKI

CHECKED BY: SPH

PROJ. 1115-652

DWG. 1115-652 SHEET 5 OF 7

COLUMBIA COUNTY CERTIFIED SURVEY MAP NO. _____ GENERAL LOCATION

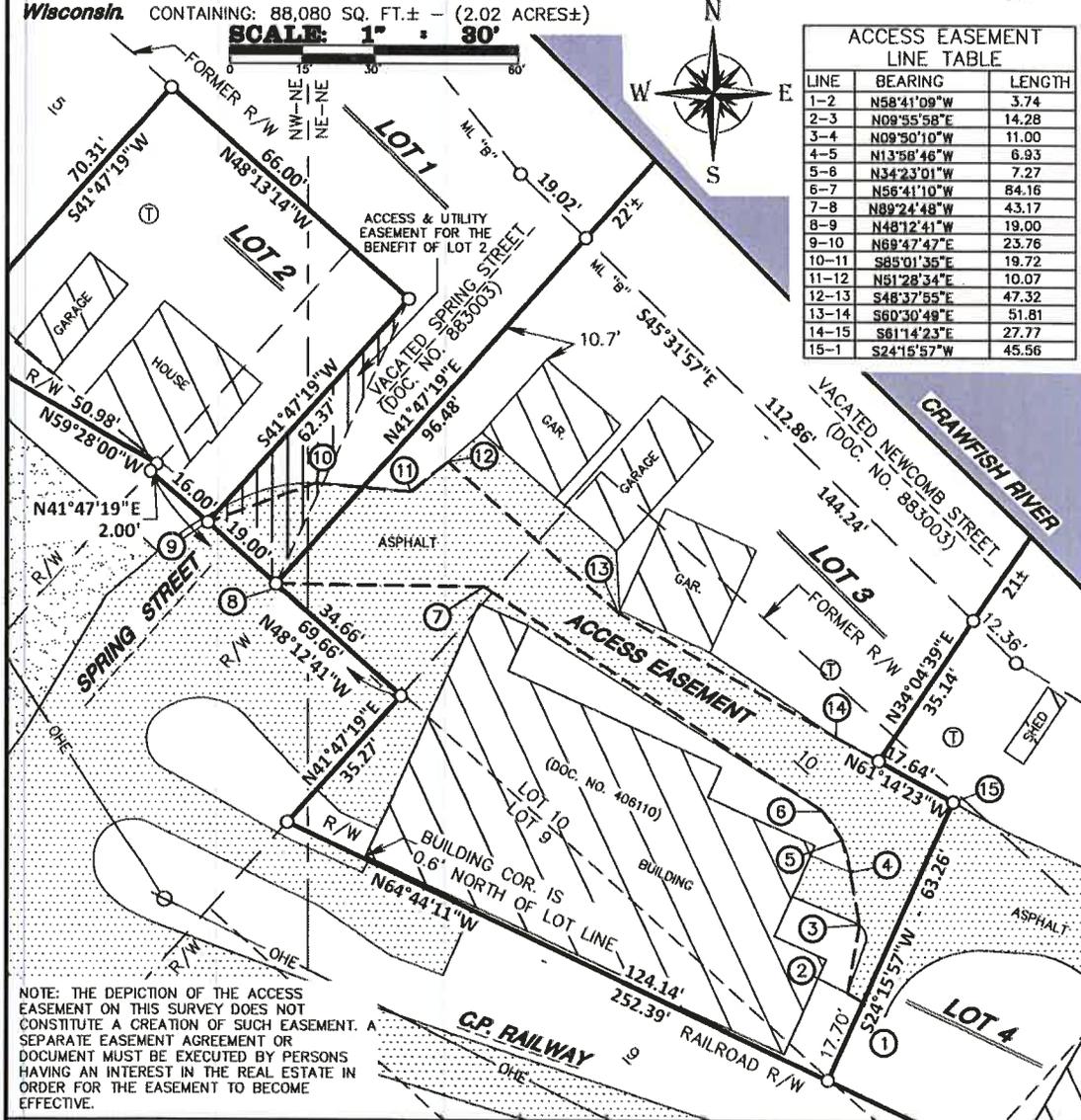
Volume _____, Page _____

Being Lots 1, 2 & 3, Block 14, Birdsey's Addition to the Town of Columbus, a part of Lots 4 & 7 & all of Lots 5 & 6, Block 7, Birdsey's Addition to the Village of Columbus, a part of Lots 1, 9 & 10, Block 17, Ludington's Addition to Columbus, a part of vacated Newcomb Street right-of-way & vacated Spring Street right-of-way & a part of the SW1/4 of the SE1/4, Section 12, part of the NW1/4 of the NE1/4 and the NE1/4 of the NE1/4, Section 13, all in T. 10 N., R. 12 E., City of Columbus, Columbia County, Wisconsin. CONTAINING: 88,080 SQ. FT.± - (2.02 ACRES±)

SCALE: 1" = 30'



ACCESS EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
1-2	N58°41'09"W	3.74
2-3	N09°55'58"E	14.28
3-4	N09°50'10"W	11.00
4-5	N13°58'46"W	6.93
5-6	N34°23'01"W	7.27
6-7	N56°41'10"W	84.16
7-8	N89°24'48"W	43.17
8-9	N48°12'41"W	19.00
9-10	N69°47'47"E	23.76
10-11	S85°01'35"E	19.72
11-12	N61°28'34"E	10.07
12-13	S48°37'55"E	47.32
13-14	S60°30'49"E	51.81
14-15	S61°14'23"E	27.77
15-1	S24°15'57"W	45.56



NOTE: THE DEPICTION OF THE ACCESS EASEMENT ON THIS SURVEY DOES NOT CONSTITUTE A CREATION OF SUCH EASEMENT. A SEPARATE EASEMENT AGREEMENT OR DOCUMENT MUST BE EXECUTED BY PERSONS HAVING AN INTEREST IN THE REAL ESTATE IN ORDER FOR THE EASEMENT TO BECOME EFFECTIVE.

OWNER/CLIENT: PAUL A. & LISA ANN IBISCH
321 NEWCOMB STREET
COLUMBUS, WI 53925

As prepared by:

GA GROTHMAN & ASSOCIATES S.C.
 LAND SURVEYORS
 625 EAST SLUFER STREET, P.O. BOX 373 PORTAGE, WI 53901
 PHONE: PORTAGE: (608) 742-7788 SAUK: (608) 644-8877
 FAX: (608) 742-0434 E-MAIL: surveying@grothman.com
 (RED LOGO REPRESENTS THE ORIGINAL MAP)

SEAL:



G & A FILE NO. 1115-652



DRAFTED BY: S. STACHOWSKI

CHECKED BY: SPH

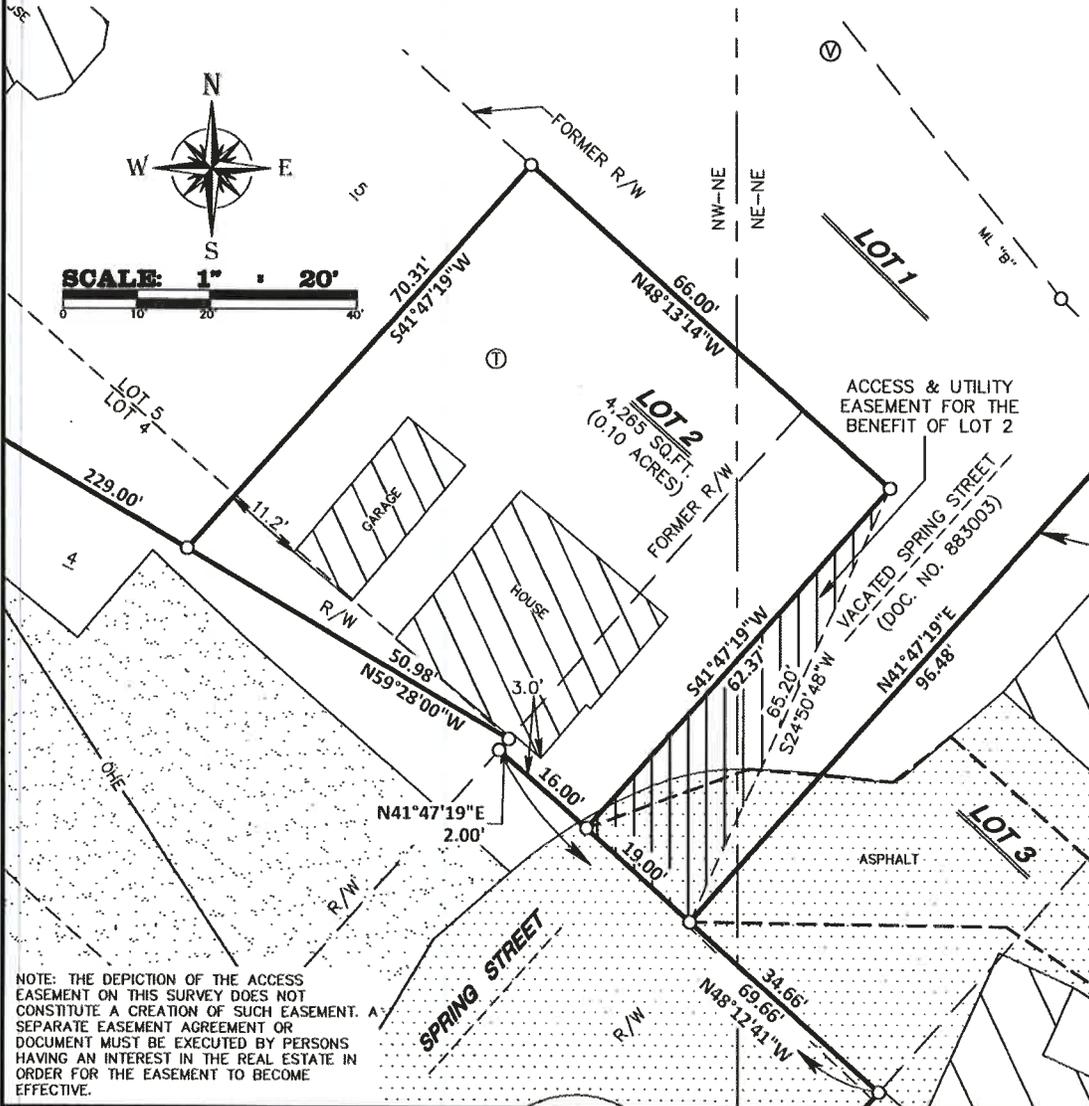
PROJ. 1115-652

DWC. 1115-652 SHEET 6 OF 7

COLUMBIA COUNTY CERTIFIED SURVEY MAP NO. _____
GENERAL LOCATION

Volume _____, Page _____

Being Lots 1, 2 & 3, Block 14, Birdsey's Addition to the Town of Columbus, a part of Lots 4 & 7 & all of Lots 5 & 6, Block 7, Birdsey's Addition to the Village of Columbus, a part of Lots 1, 9 & 10, Block 17, Ludington's Addition to Columbus, a part of vacated Newcomb Street right-of-way & vacated Spring Street right-of-way & a part of the SW1/4 of the SE1/4, Section 12, part of the NW1/4 of the NE1/4 and the NE1/4 of the NE1/4, Section 13, all in T. 10 N., R. 12 E., City of Columbus, Columbia County, Wisconsin. CONTAINING: 88,080 SQ. FT.± - (2.02 ACRES±)



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OWNER/CLIENT: PAUL A. & LISA ANN IBISCH
 321 NEWCOMB STREET
 COLUMBUS, WI 53925

2016 AGENDA ITEM

Council Meeting Date: November 1, 2016

DETAILED DESCRIPTION OF SUBJECT MATTER: Joint Utility and Access Easement Agreement

The Plan Commission met October 20, 2016 to consider a recommendation on the request of Paul & Lisa Ibisch to approve the proposed joint access and utility easement agreement as amended 10/20/16 for Lots 1, 2, 3 and 4 of the proposed Ibisch CSM

The recommendation of the Plan Commission is to approve the agreement as amended.

LIST ALL SUPPORTING DOCUMENTATION ATTACHED:

NAME OF DOCUMENT(S) _____

NUMBER OF ATTACHMENT PAGE(S) _____

IS FUNDING REQUIRED? _____ YES NO

FUNDING SOURCE: _____

DEPARTMENT: _____

ACCOUNT NUMBER: _____

MOTION REQUESTED OF COUNCIL:

Approve the recommendation of the Plan Commission to approve the proposed joint access and utility easement agreement as amended 10/20/16 for Lots 1, 2, 3 and 4 of the proposed Ibisch CSM.

Document No.

**JOINT ACCESS AND UTILITY
EASEMENT AGREEMENT**

Return to:
Atty. Alan J. Strohschein
1132 Park Ave
Columbus, WI 53925

Parcel Numbers

THIS JOINT ACCESS AND UTILITY AGREEMENT (the *Agreement*) is between Mary E. Born, John C. Ibisch, Paul A. Ibisch, Lisa Ann Ibisch, and Darvin Frey.

RECITALS:

A. Mary E. Born, John C. Ibisch, and Paul A. Ibisch are the fee simple holders of interest in the property described as Lots 1 – 4 of Certified Survey X. Certified Survey X also has land dedicated to the public west of a drainage ditch on the property.

B. Paul A. Ibisch and Lisa Ann Ibisch have a Vendee's interest in Lots 1-4 of the Certified Survey under a certain land contract recorded as Document No. 838044 at the Columbia County Register of Deeds' Office.

C. Darvin Frey has a certain Vendee's interest under a land contract recorded as Document No. 875830 at the Columbia County Register of Deeds' Office. Davin Frey's interest as Vendee is only in Lots 2 and 3 of the Certified Survey.

D. The property borders the Crawfish River and the Canadian Pacific railroad corridor. It is isolated and has been owned by the Ibisch family for decades.

E. The structures on the property are serviced by common driveways. Each of the homes or commercial structures on the property have City of Columbus municipal water service, but the location of the underground water service is not known for certainty.

F. The properties are serviced by holding tanks or private mound septic systems and are not currently connected to the City of Columbus municipal sewer utility. The location of the holding tanks and or private mound septic system are not known for certain.

G. The parties to this agreement desire to clarify the issue of ingress and egress to the properties, since some of them do not front on a city street, and the issue of connection to the City of Columbus municipal sewer system.

AGREEMENT

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

1. Access Easement for Ingress and Egress. For access to Lot 4 the parties agree to maintain an access easement for ingress and egress over existing asphalt, across Lots 1, 2, and 3, to Lot 4, as noted on Certified Survey Map X, recorded with the Columbia County Register of Deeds as Document No. _____, affixed as Exhibit _____, and incorporated herein. The legal description for this easement is as follows:

Being a part of Lot 10, Ludington's Addition to Columbus and part of vacated Spring Street right-of-way located in the Northeast Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 13, Town 10 North, Range 12 East, City of Columbus, Columbia County, Wisconsin described as follows:

Commencing at the East Quarter corner of said Section 13;
thence North 00°04'45" West along the East line of the Northeast Quarter of said Section 13, 1,515.39 feet;
thence North 64°44'11" West, 1,341.15 feet;
thence North 24°15'57" East, 17.70 feet to the point of beginning;
thence North 58°41'09" West, 3.74 feet;
thence North 09°55'58" East, 14.28 feet;
thence North 09°50'10" West, 11.00 feet;
thence North 13°58'46" West, 6.93 feet;
thence North 34°23'01" West, 7.27 feet;
thence North 56°41'10" West, 84.16 feet;
thence North 89°24'48" West, 43.17 feet;
thence North 48°12'41" West, 19.00 feet;
thence North 69°47'47" East, 23.76 feet;
thence South 85°01'35" East, 19.72 feet;
thence North 51°28'34" East, 10.07 feet;
thence South 48°37'55" East, 47.32 feet;
thence South 60°30'49" East, 51.81 feet;
thence South 61°14'23" East, 27.77 feet;
thence South 24°15'57" West, 45.56 feet to the point of beginning

For access to Lot 2 the parties agree to maintain an access easement for ingress and egress across Lots 1 as noted on Certified Survey Map X, recorded with the Columbia County Register of Deeds as Document No. _____, affixed as Exhibit _____, and incorporated herein. The legal description for this easement is as follows:

Being a part of vacated Spring Street right-of-way located in the Northeast Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 13, Town 10 North, Range 12 East, City of Columbus, Columbia County, Wisconsin described as follows:

Commencing at the East Quarter corner of said Section 13;
thence North 00°04'45" West along the East line of the Northeast Quarter of said Section 13, 1,515.39 feet;
thence North 64°44'11" West along the Northeasterly right-of-way line of the Canadian Pacific Railway and the Southeasterly extension thereof, 1,465.29 feet to a point in the Southeasterly right-of-way line of Spring Street;
thence North 41°47'19" East along said Southeasterly right-of-way line, 35.27 feet;
thence North 48°12'41" West along the Northeasterly right-of-way line of Spring Street as described and recorded in Document No. 883003, 34.66 feet to the point of beginning;
thence continuing North 48°12'41" West along said Northeasterly right-of-way line of Spring Street, 19.00 feet;
thence North 41°47'19" East, 62.37 feet;
thence South 24°50'48" West, 65.20 feet to the point of beginning.
Containing 593 square feet.

2. Nonexclusive Use and Repairs/Maintenance The ingress and egress easement granted may be used by the owners of the lots and their tenants, employees, customers, and invitees, in common with the tenants, employees, customers, and invitees of the owners of the other lots. No one shall block the access granted by this easement to the lot owners, their tenants, employees, customers, and invitees. The owners of Lots 1, 2, 3 and 4 shall share in the maintenance costs, including snow removal, for maintaining the asphalt currently in place as noted on the Certified Survey Map with each lot owner paying 25% of maintenance. If a lot owner does not promptly pay for its share of maintenance, the other lot owner may pay the full cost and have an immediate right to reimbursement together with 18% interest per year on the unpaid amount and all reasonable attorney fees and other collection costs incurred in collecting the unpaid amount from the other lot owner. Repairs and maintenance shall be performed at such times and in such manner as are mutually agreed to by the parties.

3. Equal Rights of Use. Each owner shall have equal rights of ingress and egress over the easement and shall take no action to prevent the other parties' enjoyment of such rights.

4. Agreement to Connect to Municipal Sewer Utility. The lot owners agree that they shall connect to the City of Columbus municipal sewer utility with a forced pressure system at such time as the City of Columbus provides a sewer lateral to **the west end of the Spring Street Right of Way their lot line**. The lot owners further agree not to interfere with any existing structures, nor place any additional structures on the premises that would interfere with the placement of a forced pressure sewer lateral to service the lots in this Certified Survey. The lot owners acquiesce with the current location of existing water lines and septic systems/holding tanks servicing the homes and commercial properties on the lots. **The parties agree that the water lines and septic systems may continue to exist in their current location and that reciprocal agreements for access to water lines and septic systems for repair and replacement shall continue.** The exact location of new sewer utility lines and the sharing of costs for the connection to the municipal sewer system by the lot owners shall be subject to further agreement by the parties. **Once available each lot owner will be responsible for their assessment for connection to the Municipal Sewer Utility.** ~~pursuant to a reasonable allocation of costs. However, the parties do agree that in executing this agreement they agree that reciprocal easement agreements for access, sewer and water are in place. If the allocation of costs cannot be agreed to by the parties, the matter shall be referred to arbitration pursuant to the laws of the State of Wisconsin.~~

5. Covenants Run with the Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the lot owners and their respective successors and assigns. The easements appurtenant to the parcels may not be transferred separately from, or severed from, title to the lots. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any properties other than the lots noted on the Certified Survey Map without the consent of all property owners. When a property owner ceases to be an owner of the property, any further liability under the terms of this Agreement ceases with respect to that former property owner, except for obligations that accrued during the party's period of ownership of title.

6. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent an owner from later use of the easement rights to the fullest extent authorized in this Agreement.

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

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

9. Notices. All notices to any party to this Agreement shall be delivered in person or sent by certified mail to the other party at that party's last known address as noted on this agreement. Any party may change its address for notice by providing written notice to the other party.

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

11. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. **Enforcement of this easement shall be by private, not public means. The City of Columbus will not enforce the terms on this easement agreement.** If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

12. No Public Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public or for any public purpose whatsoever, except as noted with respect to the sewer utility, if constructed.

By: _____
Mary E. Born
DATED: _____

ACKNOWLEDGMENT

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____ by Mary E. Born.

Notary Public, State of Minnesota
My commission expires: _____

By: _____
John C. Ibisch
DATED: _____

ACKNOWLEDGMENT

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____ by John C. Ibisch

Notary Public, State of Minnesota
My commission expires: _____

By: _____
Paul A. Ibisch
DATED: _____

By: _____
Lisa Ann Ibisch
DATED: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF COLUMBIA

This instrument was acknowledged before me on _____ by Paul A. Ibisch and Lisa Ann Ibisch.

Notary Public, State of Wisconsin
My commission expires: _____

By: _____
Darvin Frey
DATED: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF COLUMBIA

This instrument was acknowledged before me on _____ by Darvin Frey.

Notary Public, State of Wisconsin
My commission expires: _____

This document was drafted by:
Attorney Alan J. Strohschein
Strohschein & Green
1132 Park Avenue
Columbus, WI 53925
(920)623-2710

DRAFT

EXHIBIT A

(Certified Survey Map)

DRAFT

2016 AGENDA ITEM

Council Meeting Date: November 1, 2016

DETAILED DESCRIPTION OF SUBJECT MATTER: Request for 2nd primary building at 550 River Road

Recommendation

The Plan Commission considered the request of Larson House for the approval of a 2nd primary building for residential purposes at 550 River Road.

Their recommendation to approve the request.

LIST ALL SUPPORTING DOCUMENTATION ATTACHED:

NAME OF DOCUMENT(S) _____

NUMBER OF ATTACHMENT PAGE(S) _____

IS FUNDING REQUIRED? _____ YES NO

FUNDING SOURCE: _____

DEPARTMENT: _____

ACCOUNT NUMBER: _____

MOTION REQUESTED OF COUNCIL:

Approve the recommendation of the Plan Commission to approve the request of Larson House for the approval of a 2nd primary building for residential purposes at 550 River Road.

City of Columbus

Application: Land Use Permit for Larson House Assisted Living Community

Applicant Information:

Rob Bergmann, Project Manager, Consolidated Construction Company, Inc.

4300 N. Richmond Street, Appleton, WI 54915

Phone: 920-882-2526

Cell: 920-716-3881

Fax: 920-882-2626

Email: rbergmann@1call2build.com

Property Owner Information (if different from Applicant):

John Teresinski, Managing Director, Platinum Communities Larson House

18110 W. Bluemound Road, Brookfield, WI 53045

Phone: 414-940-6608

Fax: 262-364-2524

Email: John.Teresinski@pt-78.com

Contractor:

Primary Contact: Rob Bergmann, Project Manager, Consolidated Construction Company, Inc.

4300 N. Richmond Street, Appleton, WI 54915

Phone: 920-882-2526

Cell: 920-716-3881

Fax: 920-882-2626

Email: rbergmann@1call2build.com

Architect:

Primary Contact: Todd Grunwaldt, Managing Member, Grunwaldt & Halverson LLC

3113 MacArthur Way, Plover, WI 54467

Phone: 715-344-8647

Fax: 715-344-9814

Email: todd@grunwaldt.com

Civil Engineer:

Primary Contact: Craig Donze, PE, Project Manager, One Source Consulting

19435 W. Capitol Drive, Suite L05, Brookfield, WI 53045

Phone: 262-781-9005

Cell: 262-364-7515

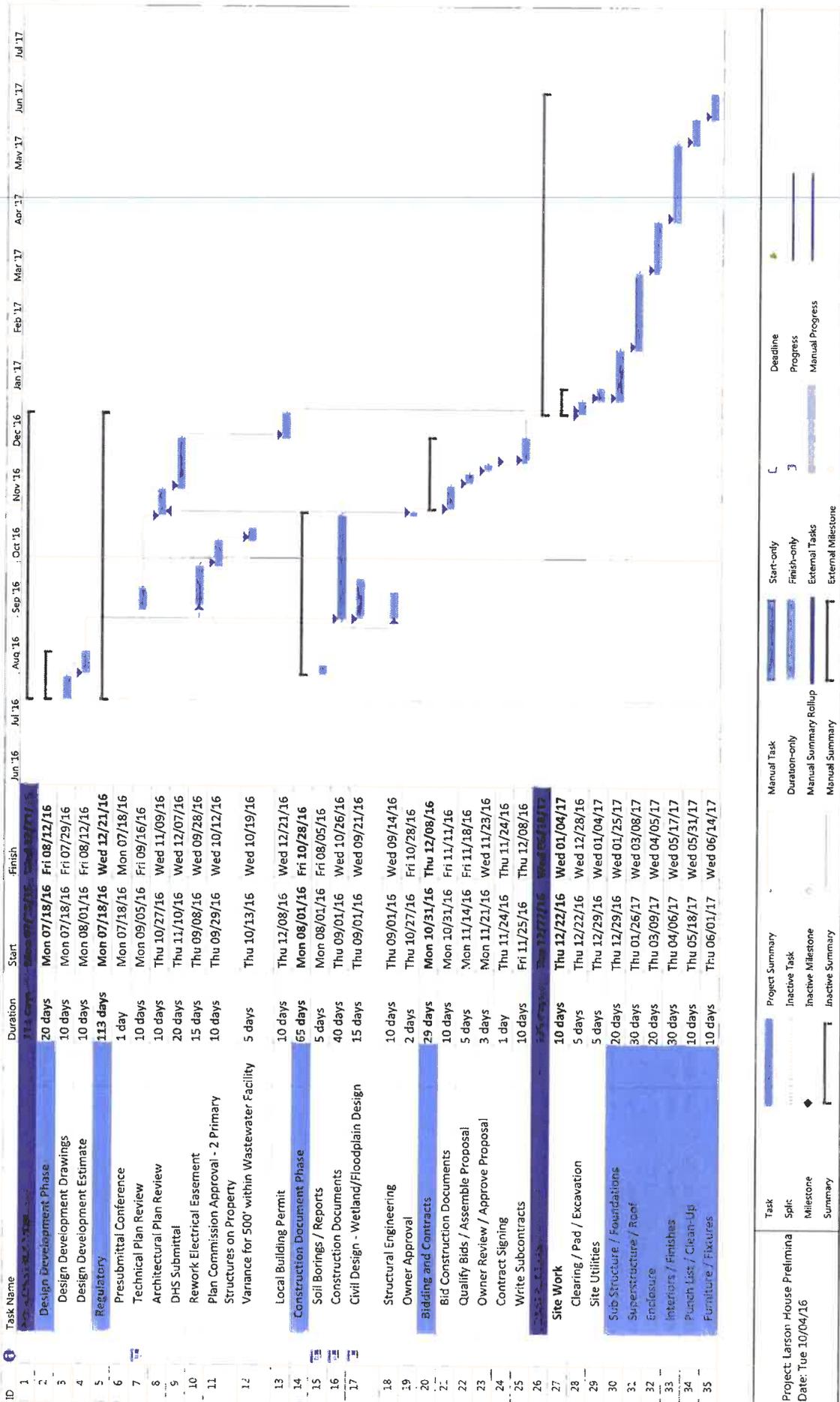
Email: cdonze@onesourceconsult.com

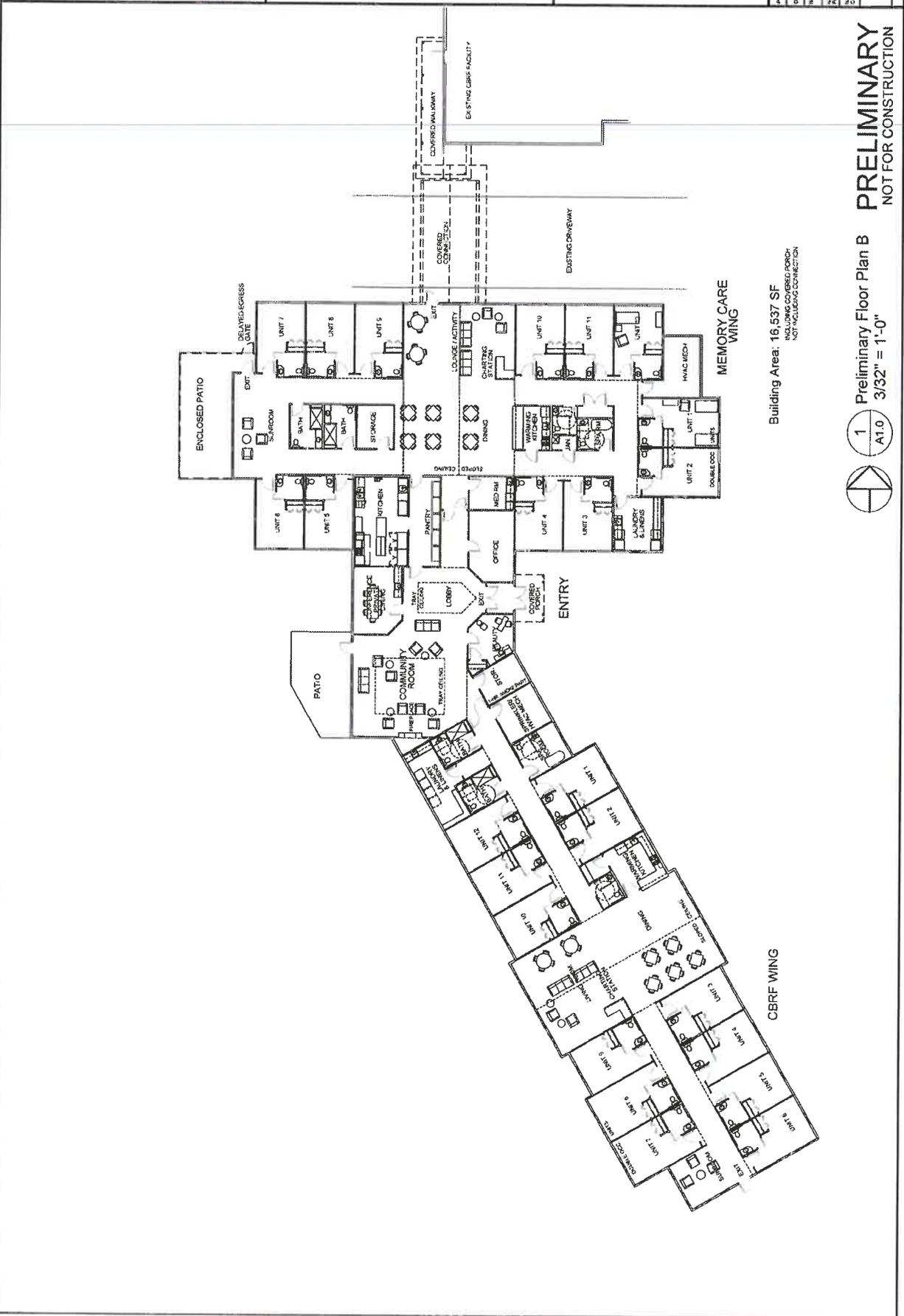
Proposed Site: Proposed site is south of the existing Larson House Assisted Living Community building located on River Road in the city of Columbus, Columbia County, Wisconsin. See attached site plan.

Survey: A certified survey map (CSM) has been prepared by Mark Gerhart of Badger Survey to combine Lot 1 and Lot 2 parcels. This has already been completed and submitted to the city of Columbus.

Proposed Building: The proposed building will be a single-story, 24 unit assisted living and memory care facility with approximately 16,537 gross square feet. It will be a freestanding building connected by a covered, non-enclosed walkway between the existing Larson House Assisted Living Community. See attached floor plan and elevations.

Electrical Easement: The site currently shows an electrical easement running through the property where the building is proposed to be located. We propose moving the easement preferably to the south of the proposed building. We have met with and discussed this with Eric Anthon of Columbus Water and Light.





Building Area: 16,537 SF
INCLUDES COVERED PORCH
NOT INCLUDING CONNECTION

PRELIMINARY
NOT FOR CONSTRUCTION

1
A1.0

Preliminary Floor Plan B
3/32" = 1'-0"

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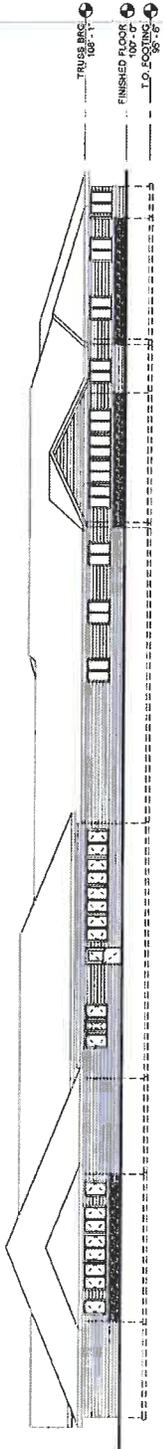
Larson House
Columbus, WI

Proposed Addition for

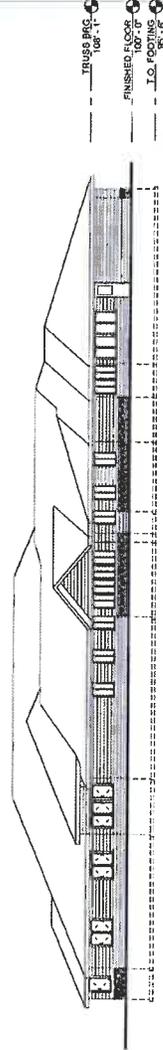
Project #	16202
Designer	PJD
Issued	09/28/18
Drawn by	MMW
Checked by	
Scale	As Shown

A2.0
Curtis Erickson

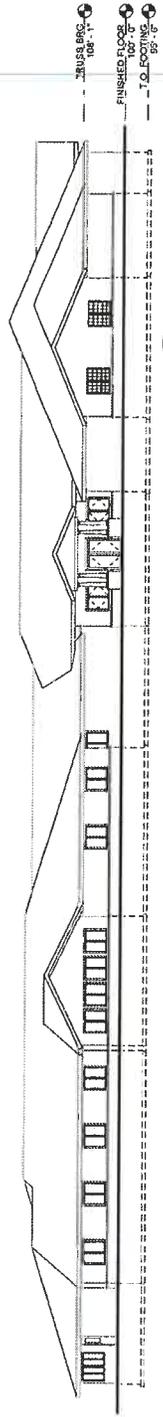
PRELIMINARY
NOT FOR CONSTRUCTION



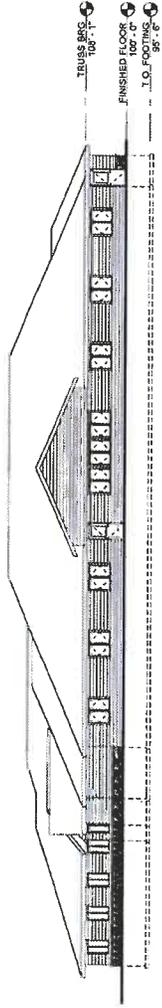
4 West Elevation
A2.0 3/32" = 1'-0"



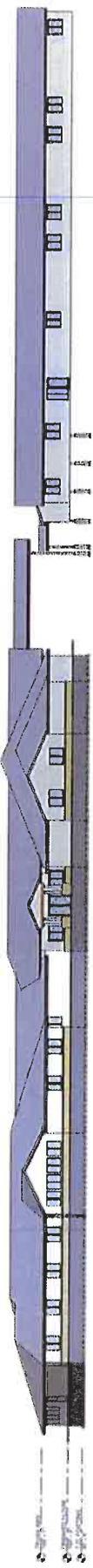
3 South Elevation
A2.0 3/32" = 1'-0"



2 East Elevation
A2.0 3/32" = 1'-0"



1 North Elevation
A2.0 3/32" = 1'-0"



2016 AGENDA ITEM COMMON COUNCIL MEETING

Meeting date: November 1, 2016

DETAILED DESCRIPTION OF SUBJECT MATTER:

Approve New Operator Licenses for licensing period 7/1/16 – 6/30/18:

- Nichola A Wood

Approve Renewal Operator Licenses for licensing period 7/1/16 – 6/30/18:

-

MOTION REQUESTED OF COUNCIL:

Motion to grant operator license(s) for licensing period ending June 30, 2018.

2016 AGENDA ITEM

Council Meeting date: November 1, 2016

SUBJECT: Approve Monthly Claims through October 24, 2016

ADMINISTRATION	\$	74,507.79	
TREASURER	\$	188,809.92	
PAYROLL	\$	-	
TOTAL ADMINISTRATION:	\$	<u>263,317.71</u>	
AQUATIC CENTER	\$	434.12	
CABLE	\$	369.45	
CAPITAL PROJECTS	\$	269,415.35	
COMMUNITY ECONOMIC DEVELOPMENT	\$	351.12	
DEBT PAYMENTS	\$	-	(none)
FIRE DEPARTMENT	\$	1,061.50	
HISTORIC LAND PRESERVATION	\$	-	(none)
LIBRARY	\$	4,290.11	
POLICE DEPARTMENT	\$	2,999.69	
PUBLIC WORKS DEPARTMENT	\$	29,853.56	
RECREATION DEPARTMENT	\$	2,363.67	
SENIOR CENTER	\$	-	(none)
SEWER UTILITY	\$	<u>7,383.90</u>	
TOTAL ALL CLAIMS:	\$	<u>581,840.18</u>	

LIST ALL SUPPORTING DOCUMENTATION:

NAME OF DOCUMENT(S): Claims Packet through 10/24/16
NUMBER OF ATTACHMENT PAGE(S): Available on website
IS FUNDING REQUIRED? X YES NO
FUNDING SOURCE: 2016 Operating Budgets
DEPARTMENT: All
ACCOUNT NUMBER: Various

MOTION REQUESTED OF COUNCIL:

Approve payment of claims in the amount of \$ 581,840.18