

**COLUMBUS COMMON COUNCIL – REGULAR MEETING**

**MONDAY, DECEMBER 5, 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
  - Winter Day in the Park – February 11, 2017 (Melanie Lichtfeld, Gary Jackson)
  - Report on Pavilion Project, Carolyn Fredericks, HLPC

**Consent Agenda**

1. Council Minutes – 11/15/16
2. CWL – 08/11/16, 09/08/16, 10/13/16
3. HLPC – 11/09/16
4. Library Board – 10/18/16
5. Senior Citizens Advisory – 11/03/16

**New Business**

1. Consider and take action on contract for Cemetery Internment service for 2017 & 2018
2. Consider and take action on contract for Cemetery mowing service for 2017 & 2018
3. Consider and take action on contract for electric work for 2017 & 2018
4. Consider and take action on contract for plumbing work for 2017 & 2018
5. Consider and take action on contract for HVAC work for 2017 & 2018
6. Consider and take action on contract for street and park tree care for 2017 & 2018
7. Consider and take action on Resolution 23-16, A Resolution to Recognize the Creation of Funds #250: Tourism Commission and to Approve Commitment and Assignment of Fund Balances for a Specific Fund Held by the City of Columbus
8. Consider and take action on Resolution 24-16, A Resolution to Recognize Various Budget Amendments to the 2016 Operating Budgets – Multiple Funds
9. Consider and take action on Resolution 25-16, Resolution to Borrow Funds through the Board of Commissioners of Public Lands (BCPL) State Trust Fund Loan Program
10. Consider and taken action on an extension of an employment agreement with the City Administrator
11. Consider and take action on applications for Operator Licenses: Lupita Avila, Brittany Bergum, Joshua Goen, Theresa Sharrow, Robin Salzwedel, John T Klein
12. Consider and take action on claims in the amount of \$537,334.98
13. Consider and possible action regarding a claim of Jeff and Cindy Anton for damage to residential door.
14. Adjourn to closed session per ss19.85(1)(g) to confer with legal counsel for the governing body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.
15. Reconvene to open session.
16. Any action required from closed session regarding a claim of Jeff and Cindy Anton for damage to residential door.
17. Report of City Officers – City Administrator, Mayor

**Adjourn**

**COLUMBUS COMMON COUNCIL – SPECIAL MEETING – BUDGET HEARING  
TUESDAY, NOVEMBER 15, 2016 – 6:00 PM  
COLUMBUS CITY HALL**

The Columbus Common Council held a public hearing on the proposed 2017 budget on Tuesday November 15, 2016 at 6:00 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, Rule, Thom and Traxler, City Administrator Vander Sanden, City Clerk Donahue, interested citizens and the media. Excused Reid.

Mayor Crombie called to order a public hearing on the proposed 2017 budget for the City of Columbus.

Crombie asked for comments from the citizens present three times. Hearing none, Crombie announced the public hearing closed on a motion by Thom second by Melotte. Motion carried voice vote.

Motion by Traxler second by Rule the meeting adjourned at 6:02 pm. Motion carried voice vote.

Anne Donahue  
City Clerk

**-COLUMBUS COMMON COUNCIL – REGULAR MEETING  
TUESDAY, NOVEMBER 15, 2016 – 6:30 PM  
COLUMBUS CITY HALL**

The Columbus Common Council held a regular meeting on Tuesday November 15, 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 Attorney Johnson, City Administrator Vander Sanden, City Clerk Donahue, interested citizens and the media.

Mayor Crombie led the Council in the pledge of allegiance. Motion by Thom second by Rule to approve the amended agenda. Motion carried voice vote.

JD Milburn talked about the public private partnership events during the holidays. The first event will be the Holiday Parade, November 25, 2016, then Small Business Saturday November 26, 2016 with the Wine Walk in the downtown, the national Shop Small promotion, and the Holiday Train December 6, 2016.

Mayor Crombie presented the Consent Agenda. No items were asked to be removed from the Consent Agenda. Motion by Hendrickson second by Rule to approve the Consent agenda as presented. Motion carried voice vote.

Motion by Reid second by Thom to grant a Picnic license to the Chamber of Commerce for the Stop, Shop & Sip Wine Walk Saturday November 26, 2016 with 10 stops - The "Old" Garage Barbershop, Sharrows Downtown, Chipped and Cracked Nail Lounge, Columbus Fall River VFW Post 8090, Bistro Racion, Secret Garden Floral, The Black Kettle Eatery & Pub, Cardinal Embroidery & Screen Printing, The Painted Crate and Cardinal's Cage.

Motion by Thom second by Reid approve Columbia County as the waste collection provider for 2017 and authorize city staff to begin negotiating contract. Motion carried 6-0 on a roll call vote with Hendrickson, Melotte, Reid, Rule, Thom and Traxler voting 'Yes.'

Motion by Melotte second by Rule to grant a Class "C" Wine license and a Class "B" Fermented Malt Beverage license to Ian Michael Anderson, Bistro Racion at 112 E James St. Motion carried 6-0 on a roll call vote with Hendrickson, Melotte, Reid, Rule, Thom and Traxler voting 'Yes.'

Motion by Rule second by Traxler to approve Resolution No. 22-16, Resolution Accepting Improvements and Outlot in Highland Ridge, Addition 1, Phase 2. Motion carried 6-0 on a roll call vote with Hendrickson, Melotte, Reid, Rule, Thom and Traxler voting 'Yes.'

Motion by Rule second by Hendrickson to approve the reduction of the letter of credit for Highland Ridge, Addition 1 to \$39,125 to extend for a 12-month period from acceptance. Motion carried 6-0 on a roll call vote with Hendrickson, Melotte, Reid, Rule, Thom and Traxler voting 'Yes.'

Motion by Rule second by Melotte to approve the city contributing \$1350 toward the expense for installing sidewalk ramps across Tower Drive. Motion failed 2-4 on a roll call vote with Melotte and Rule voting 'Yes' and Hendrickson, Reid, Thom and Traxler voting 'No.'

Motion by Melotte second by Hendrickson to approve the use of temporary police staff for larger events. Motion carried 6-0 on a roll call vote with Hendrickson, Melotte, Reid, Rule, Thom and Traxler voting 'Yes.'

Motion by Rule second by Traxler to authorize the police department to exceed their 2016 budget up to \$2,000 to cover the cost of repairs to the squad cars. Motion carried 6-0 on a roll call vote with Hendrickson, Melotte, Reid, Rule, Thom and Traxler voting 'Yes.'

Motion by Thom second by Melotte to approve Dean Care for the 2017 employee benefit plan at the level 90% employer 10% employee contribution. Motion carried 6-0 on a roll call vote with Hendrickson, Melotte, Reid, Rule, Thom and Traxler voting 'Yes.'

Motion by Rule second by Traxler to approve the Mayoral appointment of David Nerswick to the HLPC to fill the unexpired term of Kris Schirmacher, term to expire in 2019. Motion carried 6-0 on a roll call vote with Hendrickson, Melotte, Reid, Rule, Thom and Traxler voting 'Yes.'

Motion by Hendrickson second by Rule to grant new operator licenses to Sean Kennedy, Brooke Saunders, Sara Hanna, Edith Illinsky and Nicole Luey and renewal operator licenses to Darlene Day-Moriarity, Donna Kippley and Laurie Renwick. Motion carried 6-0 on a roll call vote with Hendrickson, Melotte, Reid, Rule, Thom and Traxler voting 'Yes.'

Motion by Rule second by Melotte to approve payment of claims in the amount of \$226,577.48. Motion carried 6-0 on a roll call vote with Hendrickson, Melotte, Reid, Rule, Thom and Traxler voting 'Yes.'

City Administrator Vander Sanden reported there will be another budget meeting tomorrow night; the city news program on public access 980 is now on daily at 10 am. Dave Carlson and Jesse Wilson have worked on the programming.

Aldersperson Thom reported he toured the wastewater plant again. Mayor Crombie wished everyone a Happy Thanksgiving.

Items placed on file through the Consent Agenda:

Council Minutes – 11/01/16

CWL – 09/08/16

Senior Citizens Advisory – 10/06/16

Street Closing Request: CDDC, Holiday Parade, November 25, 2016

The meeting adjourned at 7:01 pm on a motion by Traxler second by Thom. Motion carried voice vote.

Anne Donahue  
City Clerk

**COLUMBUS COMMON COUNCIL – COMMITTEE OF THE WHOLE  
TUESDAY, NOVEMBER 15, 2016 – 7:06 PM  
COLUMBUS CITY HALL**

The Columbus Common Council held a Committee of the Whole meeting on Tuesday November 15, 2016 at 7:06 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 Attorney Johnson, City Administrator Vander Sanden, City Clerk Donahue, interested citizens and the media.

Motion by Hendrickson 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.

Department Reports were placed on file as presented from the Fire Department, Lifestar EMS, Police Department and Public Infrastructure Team.

The meeting adjourned to closed session at 7:11 on a motion by Hendrickson second by Rule 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 TIF #4 funding request from Fromm development project. Motion carried 6-1 on a roll call vote with Hendrickson, Melotte, Reid, Rule, Thom and Traxler voting 'Yes' and Crombie voting 'No.'

The meeting reconvened to open session at 7:53 pm on a motion by Traxler second by Hendrickson. Motion carried voice vote.

City Administrator Vander Sanden will work with staff to prepare a draft of a memorandum of understanding for alternatives for installation of utility extensions to TIF #4 and other benefited properties and potential financing options and bring it back to the Council.

The contracts for services for 2017 & 2018 for cemetery internment, cemetery mowing, electric services, HVAC services, plumbing services and street and park tree services was referred to the next regular meeting of the Council, December 5, 2016.

City Administrator Vander Sanden reviewed proposed traffic flow changes around the Columbus Middle School and asked for suggestions on the timing for implementing change. Referred to the next Committee of the Whole meeting, December 5, 2016.

Resolution 23-16, A Resolution to Recognize the Creation of Funds #250: Tourism Commission and to Approve Commitment and Assignment of Fund Balances for a Specific Fund Held by the City of Columbus. Referred to the next regular meeting of the Council, December 5, 2016

Resolution 24-16, A Resolution to Recognize Various Budget Amendments to the 2016 Operating Budgets – Multiple Funds. Referred to the next regular meeting of the Council, December 5, 2016.

The resolution to borrow funds through the BCPL State Trust Fund Loan will be on the agenda at the next regular meeting of the Council, December 5, 2016.

The request of Countryside Ford for an additional driveway access on Transit Road and a waiver to the width of the driveway, subject to addressing the issues raised in the letter of the City Engineer dated 11/10/2016, was referred to the next regular meeting of the Council, December 5, 2016.

The next meeting of the Council will be Monday December 5, 2016 instead of Tuesday December 6, 2016 to allow attendance at the Holiday Train event.

The meeting adjourned to closed session at 8:24 pm on a motion by Traxler second by Melotte 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 administrator. Motion carried 7-0 on a roll call vote with Crombie, Hendrickson, Melotte, Reid, Rule, Thom and Traxler voting 'Yes.'

The meeting reconvened to open session at 9:00 pm on a motion by Reid second by Rule. Motion carried voice vote.

The meeting adjourned at 9:00 pm on a motion by Hendrickson second by Traxler. Motion carried voice vote.

Anne Donahue  
City Clerk

COLUMBUS WATER & LIGHT  
COMMISSION MEETING  
AUGUST 11, 2016

CWL Commission President Poser called the CWL Commission meeting to order at 4:00 pm. Commissioners present: Poser, Andler, Sanderson, Melotte, Robbins, Crombie (Departed at 5:00 p.m.) and Lang. Also present at the meeting was City Engineer Lietha from R&M, ESR Stieve, CWL Sup't. Anthon, CWL Accounting Clerk Stark and CWL Business Manager Murphy.

It was reported that the City Clerk, as required by appropriate Wisconsin Statutes, had given proper public notice of the meeting.

The Agenda for the meeting was approved on a motion by Lang, seconded by Robbins.

Visitor's Comments and Utility Communications: Accounting Clerk Stark explained that a customer (account number 005-00050140-20) has submitted a written request to waive a reconnection fee. Stark explained the procedure that is followed when a customer is disconnected. Poser asked how long the power was off and Stark stated that it has been off for about two months. Sanderson asked if this customer lived at this residence and how long they have been a customer. Stark stated that the customer does not live at the residence and that they have been a customer for 24 years. Motion was made by Melotte, seconded by Crombie to waive the reconnection fee this one time. Motion carried.

Energy Service Representative Stieve discussed Public Power Week and some ideas on how to promote Columbus Water & Light during that week. Public Power Week is recognized October 2<sup>nd</sup> through the 8<sup>th</sup>. Stieve asked the Commission if they were still interested in having a booth at the pancake breakfast or if they had other ideas they wanted to pursue. Stieve stated she had a discussion with Business Manager Murphy and Office Manager Olson and one idea was to involve the school with some giveaway items for the kids. Stieve stated that there is plenty of giveaway items. Poser stated there is a big turnout at the pancake breakfast. Melotte stated he likes having the booth at the pancake breakfast. After some discussion the consensus of the Commission was to have Stieve see if it was possible to incorporate both.

City Engineer Lietha from R&M presented three task orders. The first, Task Order 2016-CWL04 represents an extension of the efforts identified and performed under Task Order 2015-CWL04 which included data collection, design, bidding, and some construction services for the water main infrastructure improvements related to the 2016 Street Reconstruction project for \$6,686. Robbins asked if the first agreement was for a lump sum or hourly. Lietha stated it was hourly. Sanderson asked if the City was separate and if they were also getting an amended order. Lietha stated yes. Motion was made by Sanderson, seconded by Lang to approve Task Order 2016-CWL04 for \$6,686. Motion carried.

The second, Task Order 2016-CWL-05 represents an extension of the efforts identified and performed under Task Order 2015-CWL02 which included field work, topographic survey, and preparation of Plans, Specifications and Estimate for Wisconsin Department of Transportation review. This task order also includes the scope of services and associated cost for efforts to advance the James Street water main design to final design and obtain Wisconsin Department of Natural Resources approval for \$5,200. Motion was made by Sanderson, seconded by Robbins to approve Task Order 2016-CWL05 for \$5,200. Motion carried.

**COMMISSION MEETING  
AUGUST 11, 2016  
PAGE 2**

The third, Task Order 2016-CW3 represents GIS site development and Water Utility Editing Tools to be completed within 120 days from authorization for \$10,217. Poser asked about the annual fees and if they would increase from year to year. Lietha stated that the annual costs vary, some years they are the same and some years they increase due to increased costs R&M incur. Anthon stated that this is not a budgeted item. Robbins asked who suggested this. Lietha stated that he has been talking with Anthon and also, the City received a grant and is moving forward with this project which brings the costs down for the Utility. Motion was made by Sanderson, seconded by Melotte to approve Task Order 2016-CW3 for \$10,217. Motion carried.

The Consent Agenda which consisted of the July 14th CWL Commission Meeting minutes, Monthly Treasurer's Report, ESR Report, MEUW Safety Director's Report and Outage Report, was approved on a motion from Robbins, seconded by Lang. Motion carried.

**UNFINISHED BUSINESS:**

DNR Lead Service Line Replacement Fund Update: Business Manager Murphy and Anthon attended a DNR meeting in Jefferson that dealt with the LSLR Funds. Anthon explained that the Municipality may want to implement an ordinance requiring homeowners to replace their lead laterals, as EPA will be requiring that the private LSL be replaced as part of water main projects within the next few years. Anthon asked if the Commission would like to keep pursuing DNR Lead Service Line Replacement Funds and if they would want the City Council to pass an ordinance requiring private property owners to replace their lead laterals. The consensus of the Commission was to keep pursuing the funds and to not have the City Council pass an ordinance at this time.

Website Statistics update: WPPI's current web hosting provider had used Urchin to track web stats for all WPPI members. However, many years ago Google launched Google Analytics and stopped supporting Urchin altogether around 2014. Unfortunately, WPPI's hosting provider (IMS) did not set-up any of the member URLs in Google Analytics so there is no current user data that can be provided at this time. A new web hosting provider is scheduled for some time in 2017 and with this new provider, web statistics will be available.

Report on NSF Policy: CWL Policy #409 Un-honored Payments of Utility Bills Review/Discussion. At the request given by the Commission at the July meeting a draft policy was created. Lang asked Business Manager Murphy if there was a way to simplify the policy to make it easier to understand. Murphy stated she will make changes to the policy and present a revised policy at the next Commission meeting.

**NEW BUSINESS:**

Cash Disbursements/Accounts Payable Reports: The Commission reviewed the July Cash Disbursements Report. Checks numbered 18656-18722 and 32 wire and ACH transfers, totaled \$1,345,866.75. The Commission reviewed the Accounts Payable Report and ordered paid 44 requests totaling \$108,444.65. Motion by Sanderson, second by Robbins, to approve paying the

44 requests from the AP Report and to transfer \$27,798.39 from the 2016-2017 Construction Account #1257 to the General Fund #1310. Motion carried. The July cost per kilowatt-hour was \$0.07617. Reports were approved and placed on file.

**COMMISSION MEETING  
AUGUST 11, 2016  
PAGE 3**

Disposal of fixed Assets: In accordance with CWL Policy 406, Disposal of Fixed Assets, the following items are being recommended to be disposed of if no other City Department expresses interest in them. A 2001 Ford ¾ ton Pick-Up truck, utility body, Western snow plow, 74,300 miles – fair market value \$6,500. A 1991 Ditch Witch 4010 trencher/plow, 2,464 hours – fair market value \$8,500. A Comdial Phone System, – fair market value \$250. A Ditch Witch Underground Locator – fair market value \$1,500 and 2 Way Radios – fair market value \$100. Motion by Sanderson, seconded by Lang to approve disposing of fixed assets listed. Motion carried.

Discussion/Approval of Snow Plow System for Bobcat: The 2016 Budget included \$6,000 for the purchase of a snow plow system for the Bobcat. This item was included in the budget due to the retirement of pick-up truck #23 that has a snow plow attachment. When discussing plowing snow with DPW Director Clark, he pointed out that the DPW has a similar unit and it is much more productive for parking lots and tight areas to use a bobcat with a snow plow rather than a pick-up truck and plow. The two quotes are from Midstate Equipment and D&J Service Center. Midstate Equipment quoted for a 9' Kage Snow Plow System for the Bobcat for \$5,950. D&J Service Center in Deerfield quoted for a 9' Kage Snow Plow System for the Bobcat for \$5,900. For the difference of \$50, Anthon would suggest that CWL purchase the 9' Kage System from Midstate Equipment in Columbus, seeing as how they are a customer and we can spend our money locally. Motion by Lang, seconded by Melotte to approve the purchase of the 9' Kage Snow Plow System from Midstate Equipment in the amount of \$5,950. Motion carried.

2017 CWL Budget Discussion: 'Plant Additions' that are needed for each of the Utilities in 2017. Combined Utility Needs for 2017 are ½ ton pickup truck-\$28,500, CWL admin building maintenance-\$40,000, CWL admin security system- \$4,500, utility trailer-\$10,000 and CWL admin building furnace/AC unit upgrade-\$15,000. Water Utility Needs for 2017 are WP #1 rehab-\$75,000, Water system study update-\$25,000, GIS system-\$10,500 and Munters dehumidifier-\$15,500. Electric Utility Needs for 2017 is Parkview 1 URD conversion-Ph 1-\$100,000. In the past, 'plant additions' were added if, there were adequate funds for the additions during the fiscal year that they were planned. Some of the items have been held over from 2016, due to other purchases that were made throughout the course of the year.

Update on Electrical Territory Matter: Due to the Duffy Project on the west side of Columbus in TIF #4, Anthon has been speaking to Alliant Energy about the possibility of serving the remaining buildings on the Reuter Property. This discussion lead to Alliant asking for a territory agreement. Anthon reviewed the map with the proposed territory line drawn by Alliant.

**REPORTS:**

Financial Report was given by Sup't. Anthon and placed on file.

Mayor Comments: Alderman/Commissioner Melotte reported on the current situation of the old water tower. He stated that some of the bricks will be removed to see and evaluate the extent of the damage before any decisions are made.

**COMMISSION MEETING  
AUGUST 11, 2016  
PAGE 4**

Superintendent's Report:

- On Wednesday, July 27th, CWL Business Manager Murphy and Anthon attended a DNR meeting in Jefferson that dealt with the Lead Service Line Replacement (LSL) funds. The purpose of this session was to bring municipalities together, along with DNR staff and managers, to answer questions, provide guidance and suggestions, and learn from each other as to the various options available for replacing private lead service lines through the DNR funding program.
- On Sunday, July 17<sup>th</sup>, circuit #303 experienced a breaker operation during the early morning thunderstorm. On Monday, July 18<sup>th</sup>, CWL's line crew inspected the line to see if there were any glaring issues that caused the operation and could then be addressed. After CWL's crew didn't find anything, WPPI brought over their infra-red heat camera and interference detector on Wednesday, July 20<sup>th</sup>. Again, WPPI didn't find anything that was malfunctioning on this circuit. Both CWL's Line Crew and WPPI's Technicians believe the circuit took a lightning strike and that caused the breaker operation. Next steps to try to improve the reliability for this circuit, is to have Faith Technologies complete a more comprehensive infra-red scan on August 23<sup>rd</sup> and for CWL to install the bird-detractor devices.
- On Friday, July 2, Columbus Chief of Police, Dan Meister, walked through the CWL Admin Building and toured the CWL Campus with Anthon. The reason for the walk-through was to provide ideas on how the CWL Campus can improve our facility when it comes to providing a safe working environment for CWL employees and a safe environment for the public that come to our facility. A few suggested improvements were making sure that no trespassing signs were installed on our buildings/grounds and the installation of a video surveillance system. Chief Meister also suggested the installation of bollards near our front lobby area in order to prevent someone from purposely or accidentally driving into the lobby.
- Business Manager Murphy has started the initial preparation of the 2017 CWL Budget. A 'draft' version of the budget will be distributed at the October CWL Commission meeting.
- On Thursday, August 11, ESR-Stieve and Anthon met with Fromm Family Foods LLC and discussed the "NLMP" New Load Market Pricing program. This is an economic development rate that is available to new and expanding CW&L customers who are expecting a load of at least 500 kW.

- CTW Corp. was called and replaced a pressure transducer that malfunctioned at Water Plant #2, clear water reservoir.
- Intercon Construction was boring in an underground distribution circuit for Alliant Energy by Cabintry Plus near highway 16 & 60 and hit a water line that was 9 feet deep. Wondra Construction dug it up for the Utility to repair. An invoice will be sent to Intercon Construction for that cost.

**COMMISSION MEETING  
AUGUST 11, 2016  
PAGE 5**

Motion by Robbins, second by Melotte to adjourn at 6:10 p.m.

**\*\*Next Scheduled Meeting – Thursday, September 8<sup>th</sup>, 4:00 pm at Columbus Water & Light\*\***

Respectfully Submitted,

Rolf Lang  
CWL Commission Secretary

DRAFT

COLUMBUS WATER & LIGHT  
COMMISSION MEETING  
SEPTEMBER 8, 2016

CWL Commission President Poser called the CWL Commission meeting to order at 4:00 pm. Commissioners present: Poser, Andler, Sanderson, Crombie and Lang. Also present at the meeting was CWL Sup't. Anthon and CWL Business Manager Murphy. Excused Melotte and Robbins.

It was reported that the City Clerk, as required by appropriate Wisconsin Statutes, had given proper public notice of the meeting.

The Agenda for the meeting was approved on a motion by Crombie, seconded by Lang.

Visitor's Comments and Utility Communications: Included in this month's packet was an article on Wisconsin's electric prices and the effect on industrial customers.

The Consent Agenda which consisted of the August 11<sup>th</sup> CWL Commission Meeting minutes, Monthly Treasurer's Report, ESR Report and Outage Report, was approved on a motion from Lang, seconded by Crombie. Motion carried.

**UNFINISHED BUSINESS:**

DNR Lead Service Line Replacement Fund Update: Nicole Mathews is the DNR project manager that has been assigned to CWL to answer questions, provide guidance and to assist implementing the program CWL chooses. Sup't. Anthon and Business Manager Murphy will be communicating with her on the specific items that need to be completed and also to discuss the various programs that CWL can choose from to implement.

Report on NSF Policy: CWL Policy #409 Non-Sufficient Funds (NSF) for Utility Bill Payments. At the request given by the Commission at the August meeting a revised draft policy was created. Motion by Sanderson, seconded by Andler to approve CWL Policy #409 Non-Sufficient Funds (NSF) for Utility Bill Payments. Motion carried.

Update on Electric Territory: Duffy's repair facility will be served by CWL according to Anthon.

**NEW BUSINESS:**

Cash Disbursements/Accounts Payable Reports: The Commission reviewed the August Cash Disbursements Report. Checks numbered 18723-18789 and 32 wire and ACH transfers, totaled \$937,820.07. The Commission reviewed the Accounts Payable Report and ordered paid 42 requests totaling \$291,924.90. Motion by Lang, second by Crombie, to approve paying the 42 requests from the AP Report and to transfer \$186,471.99 from the 2016-2017 Construction Account #1257 to the General Fund #1310. Motion carried. The July cost per kilowatt-hour was \$0.07372. Reports were approved and placed on file.

DOT Temporary Construction Easement Request: Supt. Anthon was contacted by Bobbie Keck, Utility Coordinator for WIS DOT about granting a temporary construction easement on the corner of James and Charles Street. Based on what Anthon has read in the document and the

**COMMISSION MEETING  
SEPTEMBER 8, 2016  
PAGE 2**

fact that the electrical distribution pole will be eliminated (the reason for CWL's easement), he sees no reason why this temporary construction easement cannot be granted to the DOT. Motion by Crombie, seconded by Sanderson to approve the DOT temporary construction easement as requested. Motion carried.

Public Power Week Resolutions: Included in this month's packet were resolutions for the City Council and the CWL Commission to approve, recognizing Public Power Week (PPW) 2016. PPW 2016 will be celebrated October 2-8, 2016. Motion by Sanderson, seconded by Lang to approve the PPW CWL Commission Resolution, proclaiming PPW as October 2-8, 2016. Motion carried.

Public Power Week Commission/Employee Picnic: In October of 2015, the CWL Commission and Employees got together during Public Power Week to have a 'lunch'/picnic at the CWL Admin Office on Maple Avenue. This year the CWL Commission Meeting is the week after Public Power Week. Anthon asked the Commission if they are interested in doing this again this year and if so should the lunch be moved back to Thursday, October 13<sup>th</sup> with the Commission meeting to follow. The Commission agreed that they would like to have the lunch again this year and that the October Commission meeting will be scheduled for Thursday, October 13<sup>th</sup> immediately following the Commission/Employee lunch.

Public Power Week - Fireman's Pancake Breakfast Volunteer Schedule: The Volunteer Sign-up sheet for the Pancake Breakfast on October 2<sup>nd</sup> to hand out CWL giveaways and information for Public Power Week was included in this month's packet. The sign-up sheet will be emailed out this week, volunteers should sign up and send the sheet back to Anthon or Murphy.

**REPORTS:**

Financial Report was given by Sup't. Anthon and placed on file.

Mayor Comments: The Mayor commented on the current development projects and stated that Duffy Grain and O'Reilly's are moving forward.

Superintendent's Report:

- Monday, October 3<sup>rd</sup>, will be CWL Office Manager Nancy Olson's last day of employment at CWL. There will be an open house from 2pm – 4 pm, CWL Commissioners and City Council Members are encouraged to attend.
- The pressure transducer has been replaced and is now functional at WP# 2. Roger Olson from CTW Corporation finished the installation of the calibration equipment for the replacement pressure transducer on Friday, August 26<sup>th</sup>. The pressure transducer was originally installed at WP# 2 when it was constructed in 1993. This mechanism controls the water level in the clear water reservoir at WP# 2.
- Forester Electrical Engineering developed new breaker settings for CWL's substations. On August 30<sup>th</sup> and 31<sup>st</sup>, Ray Jacques of AC Engineering, came to CWL to install the

COMMISSION MEETING  
SEPTEMBER 8, 2016  
PAGE 3

new settings into the substation breakers. These changes were made in order to better coordinate CWL's distribution fuses with the substation breakers and eliminate nuisance breaker trips when squirrels and birds cause line fuses to blow and in turn cause breakers to operate and 'blinks' to occur for all customers on the circuit.

- All forms were submitted to Wisconsin Surplus for CWL's surplus equipment. An auction has been set to begin on September 26<sup>th</sup> and expire on October 10<sup>th</sup>.
- The WPPI Annual Meeting will be held September 14-16 in Green Lake at the Heidel House. Several speakers have been invited to attend and a Board of Directors meeting will take place on Friday, September 16<sup>th</sup>. If any CWL Commissioner is interested in attending, please let Anthon know.
- Sup't Anthon and Hammer met with staff at Lyco Manufacturing on September 7th to discuss the installation of a backup generator.
- The DOT had contacted Anthon about not receiving the Utility Coordination Forms for the James Street Project for the Electric department. Anthon responded to them with the email he sent in February of 2016. He has not heard back from them.

Motion by Crombie, second by Lang to adjourn at 4:49 p.m.

**\*\*Next Scheduled Meeting – Thursday, October 13<sup>th</sup>, immediately following the Commission/Employee Luncheon at Columbus Water & Light\*\***

Respectfully Submitted,

Rolf Lang  
CWL Commission Secretary

COLUMBUS WATER & LIGHT  
COMMISSION MEETING  
OCTOBER 13, 2016

CWL Commission President Poser called the CWL Commission meeting to order at 12:50 pm. Commissioners present: Poser, Andler, Sanderson, Melotte, Robbins (departed at 1:45pm), Crombie and Lang. Also present at the meeting was Larry Olson, CWL Sup't. Anthon and CWL Business Manager Murphy.

It was reported that the City Clerk, as required by appropriate Wisconsin Statutes, had given proper public notice of the meeting.

The Agenda for the meeting was approved on a motion by Crombie, seconded by Robbins.

Visitor's Comments and Utility Communications: Included in this month's packet was an article about how the City of Milwaukee is trying to curtail their lead lateral issue.

The Consent Agenda which consisted of the September 8<sup>th</sup> CWL Commission Meeting minutes, Monthly Treasurer's Report, ESR Report and Outage Report, was approved on a motion from Lang, seconded by Crombie. Motion carried.

**UNFINISHED BUSINESS:**

On October 6<sup>th</sup> Sup't Anthon and Business Manager Murphy had conference call with Nicole Mathews, CWL's DNR project manager. A few items of interest discussed were the time frame to complete the projects has expanded from two to three years. The funding is a reimbursement. The costs need to be incurred first and then CWL would file a disbursement request form with the DNR. After putting a preliminary budget for the LSL replacement project that would coincide with the James Street project, CWL would have available monies from the fund to expand the replacement project to other areas of the city. The consensus of the Commission was to keep pursuing the funds and to look into possibly expanding the project to other areas of the city.

**NEW BUSINESS:**

Cash Disbursements/Accounts Payable Reports: The Commission reviewed the September Cash Disbursements Report. Checks numbered 18790-18846 and 33 wire and ACH transfers, totaled \$1,299,099.52. The Commission reviewed the Accounts Payable Report and ordered paid 47 requests totaling \$209,060.55. Motion by Robbins, second by Crombie, to approve paying the 47 requests from the AP Report and to transfer \$39,192.00 from the 2016-2017 Construction Account #1257 to the General Fund #1310 and to transfer \$3,373.78 from CWL Depreciation Account #1266 to the General Fund #1310 for the replacement of the pressure transducer at WP #2. Motion carried. The August cost per kilowatt-hour was \$0.07401. Reports were approved and placed on file.

Adjourn to closed session pursuant to Wis. Stats. section 19.85 (1)(f), considering financial, medical, social or personal histories, which if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or

**COMMISSION MEETING  
OCTOBER 13, 2016  
PAGE 2**

data; specifically, to discuss delinquent utility accounts to be placed on the tax roll. Roll call vote,

Poser aye, Lang aye, Robbins aye, Andler aye, Crombie aye, Melotte aye and Sanderson aye, motion carried and the meeting convened to closed session at 1:10 pm.

On a roll call vote the meeting reconvened to open session at 1:15 pm.

Motion by Sanderson, second by Lang, to approve the Delinquent Utility Accounts to be placed on Tax Roll as presented. Motion carried.

Sup't Anthon stated that at this point in time the 2017 CWL Budget is still in the 'Draft' stage. The budget will have some minor adjustments going forward that can be further discussed and explained at the November CWL Commission Meeting. The one item that is most unknown at this time is health insurance costs. Sup't Anthon emphasized that the only thing with certainty about the 2017 CWL Budget is that what has been prepared will not be 100% accurate. 'Weather' by far has one of the largest impacts on the annual CWL Budget. Poser asked how it compares from last year. Anthon stated he did not have that percentage available at this time.

In October of each year, the APPA Legislative Rally is mentioned in hopes of getting the Mayor and other appointed or elected officials to travel to Washington D.C. to assist with the APPA Legislative Rally the following spring. In 2017, the APPA Rally will be held February 27 – March 1, 2017, in Washington D.C. WPPI offers a travel grant for Chief Executives and a travel stipend for elected/appointed officials and Utility Managers.

**REPORTS:**

Financial Report was given by Sup't. Anthon and placed on file.

Mayor Comments: The Mayor thanked Heidi Poser for her years of service on the Commission.

Superintendent's Report:

- On Monday, October 3<sup>rd</sup>, Water Tower Clean & Coat of Lodi, began the repairs to the WP#1 reservoir. The contractor will be installing a new EPDM rubber membrane coating to the exterior of the tank. The longitudinal crack slightly below the surface of the ground will be repaired using an epoxy grout and EPDM rubber membrane. On the interior of the reservoir, the longitudinal crack will be repaired using an epoxy grout that is approved for use in potable water conditions. CWL's crew excavated the exterior of the reservoir in the area of the crack and discovered that at some point in time a repair was made to the exterior of the reservoir in this area.
- On Tuesday, September 27<sup>th</sup>, Sup't Anthon participated in the Public Works Team meeting at City Hall. Present at the meeting were CA Vander Sanden, City Engineer Lietha, Clerk Donahue, DPW Crew Leader Jenny Schultz and WWTP Operator John

COMMISSION MEETING  
OCTOBER 13, 2016  
PAGE 3

Nehmer. The 'Team' discussed current and future projects for the respective departments.

- Anna Stieve, Joe Hammer and Sup't Anthon met with Nick Kaczmarek of Lyco to discuss the addition of a standby generator. Lyco is interested in adding a standby generator to their current facility. Anna further discussed the WPPI Standby Generator Program with Nick. The WPPI Standby Generator Program will pay electric customers, with large enough generators, for the ability of WPPI to call on them when/if electric consumption gets tight, the customer then starts their generator and pushes electricity back to the grid. WPPI currently has a similar standby generator contract with the Columbus Community Hospital.
- At approximately 6:03 am on Friday, September 16<sup>th</sup>, all of CWL's substations experienced an outage due to a lightning strike. The outage was actually a result of American Transmission Company's (ATC) transmission infrastructure taking a lightning strike, which in turn caused their substation breaker to trip open and reclose. This outage caused portions of Beaver Dam to experience an outage as well.
- Sup't Anthon and staff from WPPI met with Fromm Family Foods LLC about receiving their electric service from CWL for their new facility.

Motion by Lang, second by Melotte to adjourn at 1:58 p.m.

**\*\*Next Scheduled Meeting – Thursday, November 10<sup>th</sup>, 4:00 pm at Columbus Water & Light\*\***

Respectfully Submitted,

Rolf Lang  
CWL Commission Secretary

**Columbus Historic Landmarks and Preservation Commission  
Monthly Meeting, Community Center Building, 5:00 PM**

**Date:** November 9, 2016

**Attendees:**

**Carolyn Fredericks          Beth Altschwager          Retta Kurth  
Jan Ulrich                      John Salzwedel**

- 1. Call meeting to order**
- 2. Properly posted meeting**
- 3. Approve Agenda of November 9, 2016 Meeting (to include items listed under "Other").** Motion: Altschwager Second: Kurth. Motion approved
- 4. Approve Minutes of October 12, 2016 Meeting**  
Motion: Altschwager Second: Salzwedel. 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:** Calendars ready for distribution.
  - B. Pavilion ADA Project:**
    - 1) Progress update:** Project on schedule. Looking for completion by the end of November.
    - 2) Fundraising – posters, notecards, etc.:**
      - a) Posters have been distributed.
      - b) Notecards have been given to nursing/assisted living homes and sent to donors
      - c) A signed contract with Don Peachey Band will be paid out of the CHLPC account.
      - d) Altschwager will work with Fredericks & Hermanson on details for ordering cakes.
      - e) Fredericks will follow-up with volunteers.

**SPECIAL MEETING SCHEDULED FOR WED. NOV. 30 AT 5 PM AT  
THE COMMUNITY CENTER BUILDING for pre-party planning.**

**3) Donor plaques – location, sizes, header board/verbiage, approve/sign contract with Andy Black:** Altschwager made a motion to approve the contract and pay the ½ down-payment of \$568 out of the CHLPC account. Kurth seconded it. Motion carried.

**8, New Business:**

- A. Design Coalition bills:** Bills were submitted (\$190.00 and \$688.06). Salzwedel made a motion to approve payment from the ADA account # 250968. Kurth seconded it. Motion carried.
- B. McKee Associates bill:** Bill was submitted dated 10/30/16 (\$13,870.00) Salzwedel made a motion to approve payment from ADA account #250968. Altschwager seconded it. Motion carried.
- C. New Member:** City Council is expected to approve David Nerswick to fill the position on the CHLPC Commission left vacant by Kris Schirmacher.
- D. HLPC garden cleanup-done:** Thanks to Fredericks and Kaschub.
- E. Other:**
- 1) Noted: Don Peachey Band contract signed.
  - 2) Salzwedel made a motion to reimbursement Ulrich for expenses to the Fall Conference out of the City fund #100-511210-317. Altschwager seconded it. Motion carried.
  - 3) Salzwedel made a motion to pay Thyse Printing Service for the printing of the 2017 calendar (\$2,370.96) out of CHLPC account #187450. Kurth seconded it it. Motion carried

**9. Council Liason report:** Thom absent

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

Respectfully Submitted,  
Retta Kurth, Sec.

**Columbus Public Library  
Library Board Meeting  
Tuesday October 18, 2016  
Phyllis Luchsinger Callahan Meeting Room**

Peter Kaland called meeting to order at 5:04 PM. Present: Trina Reid, Kate Stover, Jenny Perkins, Nora Vieau, Sara Sample, Sharon Egan, Mary Lou Sharpee, Cindy Fesemyer, (Guests) Mayor Kelly Crombie.

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

**Board Minutes:** Trina moved and Nora seconded a motion to accept the Board meeting minutes from September 30, 2016 Board Meeting as well as October 4 Special Board Meeting with one correction to Financial Report from the September 30, 2016 meeting. Motion carried.

**Financial Secretary's Report:** The Farmers and Merchants Bank, now Old National Bank, balance is \$7381.52. The SCLS Foundation Fund balance is \$243,734.20. The Anchor Bank balance is \$34,095.89. Nora moved and Mary Lou seconded a motion to accept the report. Motion carried.

\* Jenny motioned to allow the Fund Manager be allowed to shop for better returns on investments. Nora seconded. Motion carried.

**Approval of Bills:** Pete moved and Nora seconded a motion to accept the bills in the amount of \$6,144.47. Motion carried.

**Director's Report:**

- see report

**President's report:** none

**Friends of the library:**

- Culver's Night raised \$200+ funds

**Correspondence:** none

**Committee Reports:**

- Buildings and Grounds: none
- Policy: none
- Personnel: Director needs to be evaluated. Kate, Committee Chair, will coordinate with Nora and May Lou.

**Unfinished business:**

- Library board term limits were discussed. No action was taken. Kate moved to table discussion to a future meeting. Trina seconded motion. Motion carried.

**New Business:**

- Holiday closings. Jenny motioned and Nora seconded motion to adopt the following holiday hours. Motion carried
  - 12/23/16 9:00 a.m. - 5:00 p.m.
  - 12/26/16 Closed
  - 12/30/16 9:00 a.m. - 5:30 p.m.
  - 1/2/17 9:00 a.m. - 5:30 p.m.

**Adjournment:** Sharon motioned and Jenny 2nded to adjourn for tour of property at 231 W James St., no action to be taken. Motion carried.

Sharon Egan  
Columbus Public Library Board Secretary

**Columbus Public Library**  
**August 2016 Reports**  
(Distributed at September 20, 2016 library board meeting)

<b>DIRECTOR'S REPORT</b>
--------------------------

JAMES STREET PROJECT

-The James St. Reconstruction workgroups continue to meet, with plans getting more and concrete (ha).

VOTING TECHNOLOGY

-We have a left over computer from our last round of upgrades that we plan to turn into a voting station for the last few weeks before the election. I'm working out the details with City Hall, but I think it's do-able for us to be a polling place for the 2017 Presidential election.

FINANCIAL

-We received \$475 from the City's Mae Ward Fund to help cover the cost of the shrubs and bushes planting in Davies Park by Root for Columbus volunteers.

-We received a \$250 donation from Kiwanis toward our summer reading program.

MARKETING & OUTREACH:

-The library's Twitter account has become active again! In the past month we have seen a lot of activity on our account, including an exchange with the author whose book the tweens read at book club.

-Jenni attended Fall River's Back to School night and was able to connect with over one hundred people and promoted library services and programs.

-Amy spoke at Rotary and the Senior Center about our program offerings for adults.

LIBRARY BOARD

-REMINDER: Mary Lou will be honored with the SCLS Foundation's Annual Cornerstone Award. The event takes place on Thursday, November 17, 5 pm at the Cambridge Winery in Cambridge. Please plan to be there to show your support. ☺

COMMUNITY ENGAGEMENT

-The next R4C Potluck is Monday, October 3, from 6-8 at the Senior Center. Our theme will be Make Columbus a Holiday Destination.

ADMIN

-Jenny is now trained on the payroll system.

## PROGRAMS

- About 25% more children and teens signed up for our Summer Reading Program at the library, but the number of children and teens who finished the program tripled over last summer.
- Looking ahead, the Youth Services department is looking forward to September's Monday Madness program where the teens will celebrate Talk Like a Pirate Day, as well as a special storytime during the last week of September where D.L. Bartlett will read her newly published picture book to our kids and families.

## PHYSICAL PLANT

- DPW is still working on a contractor for the Rest Haven roof, so our little roofing project is on hold for now.
- A radiator hot water pipe leaked into the children's library. It's repaired. No books were hurt.
- The LED light replacement project is an item for discussion at today's meeting.

## **MEETING/CONTINUING EDUCATION SUMMARY REPORTS**

### MEETINGS

- City Department Head meetings
- James St construction planning meetings
- All Directors
- Rotary
- PLSR
- SCLS Foundation

### CONTINUING ED

## **REPORTS & STATISTICS ATTACHED**

- 2016 Fines and Fees Report
- 2016 Lost Materials Summary
- 2016 Usage Statistics

Respectfully submitted by Cindy Fesemyer

**Minutes of the  
Columbus Area Senior Citizens Advisory Board  
Columbus Area Senior Center  
November 3, 2016 at 9:00 a.m.**

- I. Call to order at 9:00AM by Chair Gessler
- II. Roll call: Gessler, Parpart, Weiner, Ballweg, Solie, Smith, Heiniger and Lang present. Henrickson absent.
- III. Notice of open and posted meeting: Yes
- IV. Approvals:
  1. Agenda: Motion Parpart, 2<sup>nd</sup> Weiner. Approved
  2. Prior meeting minutes: Motion Solie, 2<sup>nd</sup> Parpart. Approved
- V. Comments/suggestions of citizens present: None
- VI. Comments/suggestion box: None
- VII. Old Business
  1. Events Review
    - a. Diabetes Health Fair – CCH 11/2/16. CASC table to focus on the fitness center and the walking club.
    - b. Veterans Day- November 12, 9AM to 1PM. Coffee and donuts until 11am. Free spaghetti dinner for Veterans, Active Duty military, and dependents starting at 11:30. Planning for 150 meals. Kiwanis to assist. There will be a clothing drive for the Marine Corps League.
    - c. Dec 2 Holiday party: Ron's Smokehouse catering buffet meal. Entertainment by Gary Cross. Tickets must be purchased by 11/21.
    - d. Other events: None
  2. Committee Report and Comments: Reaccreditation work to resume after the holidays.
  3. Budget Narrative Review: Attached
- VIII. Director's report October 2016: Attached.
- IX. Comments & suggestions from advisory board members for director: None
- X. Adjourn : Motion Parpart, 2<sup>nd</sup> Smith. Meeting adjourned 9:40AM

**Next Meeting: Thursday, December 1, 2016, 9:00 am at the Senior Center**

**Respectfully submitted,**

**Brad Solie, Secretary**

# 2016 AGENDA ITEM

Committee of the Whole Meeting Date: November 15, 2016

Council Meeting date: December 5, 2016

## DETAILED DESCRIPTION OF SUBJECT MATTER:

### Award of Hillside Cemetery Internment Services

Internment Services for Hillside Cemetery in the City of Columbus for calendar years 2017 & 2018. This work is for normal service involving routine Burials and Cremations.

An advertisement for solicitation of bids was placed in the Columbus Journal October 15 and October 22, 2016. A total of 1 bid was received and opened October 31 at 12:00 pm by Davis Clark and Carolyn Fredericks.

The Bid Tabulation is attached.

Internment services for Hillside Cemetery were performed by Meitner Land Service at a cost of:

- \$530 – regular burial
- \$275 – cremation
- \$200 – extra after 5 pm, Sunday, or Holidays
- \$100 – extra for Saturday burial
- \$100 – per hour for exploratory openings

## LIST ALL SUPPORTING DOCUMENTATION ATTACHED:

### NAME OF DOCUMENT(S)

1. Advertisement Columbus Journal and City website
2. Bid Tabulation Sheet
3. Contract

NUMBER OF ATTACHMENT PAGE(S) 5

IS FUNDING REQUIRED? \_\_\_\_\_ YES  NO

FUNDING SOURCE: Meitner Sends Bill to Funeral Home directly

DEPARTMENT: N/A

ACCOUNT NUMBER: N/A

## MOTION REQUESTED OF COUNCIL:

Award contract for internment services Hillside Cemetery to best qualified bidder, Meitner's Land Service, LLC for years 2017 and 2018: \$530 regular burial/ \$275 cremation, after 5PM, Sundays & Holidays \$200 extra, Saturday \$100 extra and exploratory openings \$100 per hour.

**Capital Newspapers Proof of Publication Affidavit**

Ad #: 2473315 Price: \$39.48 Ad ID: Prop. Cem. Inter. serv.-Columbus

*Retain this portion for your records.*

*Please do not remit payment until you receive your advertising invoice.*

Mail to:

Columbus Dept of Public Works  
Dan Jensen  
229 E. School St  
Columbus, WI 53925

STATE OF WISCONSIN }  
Columbia County }

ss.

Pat Reifsnider

being duly sworn, doth depose and say that  
he (she) is an authorized representative of  
Capital Newspapers, publishers of

Columbus Journal

a weekly newspaper of general circulation  
and that an advertisement of which the annexed is a true  
copy, taken from said paper, was published therein on  
October 15th, 2016  
October 22nd, 2016

PCJR

**REQUEST FOR PROPOSAL  
HILLSIDE CEMETERY INTERNMENT SERVICES-  
CITY OF COLUMBUS**  
The City of Columbus requests sealed bids for Internment Services at Hillside Cemetery for 2017 through 2018. This work is for normal service involving routine opening and closing of regular burials and cremations at Hillside Cemetery. Bid specifications are on line at [www.cityofcolumbus.com](http://www.cityofcolumbus.com), or you may pick up a copy at the Department of Public Works, 229 E School St., Columbus, WI. Call Carolyn Fredericks at Public Works 920-623-5908, with any questions. Deadline for submittal of bid is October 31, 2016 at 12:00 p.m. at the Department of Public Works.  
PUB. Columbus Journal 10/15/2016, 10/22/2016  
#2473315 WNXALP

LISA ANN CHRISTENSEN  
Notary Public  
State of Wisconsin

(Seal)

(Signed)

(Title)

Principal Clerk

Subscribed and sworn to before me on

10/24/16

Notary Public, Wisconsin

My Commission expires February 25th, 2018

February 5, 2019

## ADDENDUM A

### Internment Services for Hillside Cemetery

**Meitner's Land Service L.L.C.**

**2017/2018 prices**

- |                                  |                     |
|----------------------------------|---------------------|
| 1. Regular Burial                | \$530.00            |
| 2. Cremation                     | \$275.00            |
| 3. Evening Burial (after 5:00PM) | \$200.00 additional |
| 4. Saturday Burials              | \$100.00 additional |
| 5. Exploratory Openings          | \$100.00 per hour   |

Bid Tabulation for: Internment services

Monday, October 31, 2016

12:00PM

Davis R. Clark

Carolyn Fredericks

	Company Name	Regular Burial	Cremation	after 5PM, Sunday, Holidays	Saturday Burial	Notes
1	Meitner's Land Service	\$530.00	\$275.00	\$200. extra	\$100. extra	Exploratory \$100. per hour
2						
3						
4						
5						
6						
7						
8						
9						

## **AGREEMENT TO PROVIDE INTERNMENT SERVICES FOR HILLSIDE CEMETERY**

This Agreement is made between the **CITY OF COLUMBUS, A MUNICIPAL CORPORATION**, herein called "City", and **Meitners Land Service, LLC** herein called "Contractor".

### **RECITALS**

1. City desires to contract for internment services for the City of Columbus, Hillside Cemetery
2. Contractor desires to provide said services on the terms and conditions set forth herein.
3. City enters into this agreement pursuant to motion of the Common Council adopted on December 5, 2016.

### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, City and Contractor agree as follows:

1. **TERM:** The term of this agreement begins on date of signing and terminates on December 31, 2018, unless sooner terminated as set forth below.
2. **SERVICES:** Contractor shall provide all services as specified in the Bid Specification dated 2017 & 2018; including the following:
  - a. Contractor shall commence work after notified by the evening of the day preceding the funeral. Grave can be opened the day of the funeral no later than four hours before scheduled burial.
  - b. Contractor shall close grave same day as the funeral.
  - c. Contractor is responsible for cleanup of the grave site, which will include removal of excess material to designated location in Hillside Cemetery.
  - d. Contractor is responsible to fill in settled graves, seed, fine rake, and mulch seeded area.
  - e. Contractor will top dress those graves under his responsibility that show signs of further settling.
  - f. Contractor shall be responsible to clean up, fill dirt, and seed winter burials five working days before Memorial Day of each year.

3. **COMPENSATION:** After each service Contractor shall provide to the Department head requesting the service an invoice, including a written record setting forth labor hours, equipment hours and supplies used. City shall pay contractor based on rates set forth on Addendum A attached hereto. Payment shall be made within 45 days of receipt of invoice.
4. **INDEPENDENT CONTRACTOR STATUS:** Contractor acknowledges that it is not an agent or employee of the City and is responsible for all costs and taxes related to the provision of services under this agreement, including without limitation, furnishing all required labor, tools and equipment to perform said services.
5. **PROOF OF INSURANCE:** Contractor shall provide to city written proof of all required insurance coverage.
6. **TERMINATION PRIOR TO END OF TERM:** Notwithstanding what is provided in Sec. 1 above, either party may terminate this agreement without cause upon delivery of 30 days written notice to the other. Alternatively, either party may terminate the agreement effective as of the next December 31 by delivering written notice to the other at least 90 days prior to the end of the year.
7. **HOLD HARMLESS AND INDEMNIFICATION:** Contractor shall hold harmless and indemnify City against all claims for personal injury or property damage arising out of Contractor's performance of this contract if any such injury or damage is caused by the negligence of Contractor, its agents or employees.
8. **ASSIGNMENT:** Contractor shall not assign its rights and obligations under this agreement without prior receipt of written consent of City.

Dated:

**CITY OF COLUMBUS**

By: \_\_\_\_\_  
Kelly Crombie/Mayor OR  
Patrick Vander Sanden/ City Administrator

Dated:

\_\_\_\_\_  
**CONTRACTOR**

# 2016 AGENDA ITEM

Committee of the Whole Meeting Date: November 15, 2016

Council Meeting date: December 5, 2016

## DETAILED DESCRIPTION OF SUBJECT MATTER:

### Award of Hillside Cemetery Mowing Contract

The Hillside Cemetery bid for mowing was advertised in the Columbus Journal and on the City's website. The solicitation brought two bids. The bid tab is attached.

The request for proposal for 2017 & 2018 included mowing and trimming only.

## LIST ALL SUPPORTING DOCUMENTATION ATTACHED:

### NAME OF DOCUMENT(S)

1. Advertisement Columbus Journal and City website
2. Bid Tabulation sheet
3. General Conditions
4. Turf Maintenance Specifications
5. Contract
6. Addendum A

NUMBER OF ATTACHMENT PAGE(S) 9

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IS FUNDING REQUIRED?  YES  NO

FUNDING SOURCE: General Fund

DEPARTMENT: Hillside Cemetery

ACCOUNT NUMBER: 235-577800-550

## MOTION REQUESTED OF COUNCIL:

Award contract for mowing Hillside Cemetery to best bidder, Duane's Lawn Care for  
2017----- \$1500.00 per mowing & trimming  
2018----- \$1537.50 per mowing & trimming

**Capital Newspapers Proof of Publication Affidavit**

Ad #: 2473311 Price: \$36.78 Ad ID: Req prop - Turf Maint Cemetery

*Retain this portion for your records.*

*Please do not remit payment until you receive your advertising invoice.*

Mail to:

Columbus Dept of Public Works  
Dan Jensen  
229 E. School St  
Columbus, WI 53925

STATE OF WISCONSIN

Columbia County



ss.

PCJR

Pat Reifsnider

being duly sworn, doth depose and say that  
he (she) is an authorized representative of  
Capital Newspapers, publishers of

Columbus Journal

a weekly newspaper of general circulation  
and that an advertisement of which the annexed is a true  
copy, taken from said paper, was published therein on  
October 15th, 2016  
October 22nd, 2016

**REQUEST FOR PROPOSAL  
TURF MAINTENANCE-HILLSIDE CEMETERY  
CITY OF COLUMBUS**  
The City of Columbus requests sealed bids for Turf Maintenance Services for 2017 thru 2018. This work is for normal mowing and trimming of Hillside Cemetery. Bid specifications are on line at [www.cityofcolumbus.com](http://www.cityofcolumbus.com), or you may pick up a copy at the Department of Public Works, 229 E. School St., Columbus, WI. Call Carolyn Fredericks Public Works 920-623-5908 with any questions. Deadline for submittal of bids is October 31, 2016 at 12:00 p.m. at the Department of Public Works.  
PUB. Columbus Journal 10/15/2016, 10/22/2016  
#2473311 WMAXLP

LISA ANN CHRISTENSEN  
Notary Public  
State of Wisconsin

(Seal)

(Signed)

(Title)

Principal Clerk

Subscribed and sworn to before me on

10/24/16

Notary Public, Wisconsin

My Commission expires February 25th, 2018

February 5, 2019

**HILLSIDE CEMETERY MOWING**

**BID TABULATION**  
**Monday, October 31, 2016**  
**12:00p.m.**

**Davis Clark**  
**Carolyn Fredericks**

	COMPANY	Aggregate Bid	
1	Signature Landscape	2017 ...\$1,597.41	2018 ...\$1,646.64
2	Duanes Lawn Care	2017 ...\$1,500.00	2018 ...\$1,537.50
3			
4			
5			
6			
7			

## GENERAL CONDITIONS

The General Rules and Conditions will apply to the **Turf Maintenance of Hillside Cemetery**. Contractors or their authorized representatives are expected to fully inform themselves of the site conditions, requirements and specifications before submitting proposals (contact the City of Columbus, Department of Public Works Director at 920-623-5908). Failure to do so will be at the contractor's own risk and he cannot secure relief on the plea of error.

**PROPOSALS:** Proposals shall be made in accordance with the instructions. This proposal is for Turf Maintenance of approximately 35 acres at Hillside Cemetery, Lewis Street, Columbus, Wisconsin. Failure to execute proposals, as required, may, at the discretion of the City, be cause for rejection.

**BLANKS, CORRECTIONS:** all blanks on any contract document shall be filled in with typewritten figures or ink. Any erasures or corrections shall be dated and initialed.

**SUBMISSIONS:** Proposals shall be submitted in a sealed envelope in accordance with the instructions on the proposal cover sheet. Each proposal shall be addressed to the Department of Public Works Director, and shall bear on the face of the envelope the name of the bidder and a statement that it is a sealed bid to be opened October 31, 2016. Proposals received prior to the time of opening will be securely kept, unopened. No proposal received after October 31, 2016, 12:00 P.M. will be considered. No responsibility will be attached to the Public Works Director for the premature or non-opening of a bid not properly addressed and identified in the provided envelope, except as otherwise provided by law.

**FACSIMILE TRANSMITTALS:** Facsimile transmitted proposals will not be accepted by the City of Columbus.

**EXECUTION:** Proposals shall be signed and signature notarized. If the Contractor is a corporation, the proposal shall bear the name of the corporation, signed by an officer authorized to bind the corporation.

**WORDS AND FIGURES:** Where amounts are given in both words and figures, the words will govern.

**TAXES:** The City of Columbus does not pay Federal Excise Tax or Sales Tax. The tax exemption number CES-04378. A copy of the tax exemption form is available upon written request.

**AWARDING THE CONTRACT:** The City reserves the right to award the contract (on its form) to the firm that offers the proposal which best fits the needs of the City.

**CITY RIGHT TO ACCEPT OR REJECT:** The City of Columbus reserves the right to accept any proposals, any part of a proposal, or any combination proposals, which may be deemed to be in the best interest of the City. The City of Columbus further reserves the right to reject any or all proposals.

**INVOICES:** Mail all invoices to:

Mr. Davis R. Clark  
Director of Public Works  
City of Columbus  
229 E. School Street  
Columbus, WI 53925

**TERMINATION OF CONTRACT:** The City of Columbus reserves the right to terminate the whole or any part of this contract, upon written notice to the contractor, in the event of default by the contractor. Default is defined as failure of the contractor to perform any provision of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated. The contractor shall be liable for any excess cost for such similar supplies or services unless acceptable evidence is submitted to the City that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the contractor.

**CONTRACT TERM:** This Agreement shall be for a two (2) year term commencing January 1, 2017 and ending December 31, 2018.

**METHOD OF PAYMENT:** The Contractor shall invoice the City of Columbus on the first of each month for the work performed the previous month. Invoices submitted in a timely manner will be paid within 30 days. Invoices will be reviewed for services performed.

**EXTRA WORK:** Contractor shall not be entitled to any compensation for the performance of any work not specified in this Agreement, unless prior to the performance of such work, contractor shall have received the written authorization from the Director of Public Works to perform such work and the additional compensation therefore shall have been agreed to in a writing executed by both parties.

**INSPECTION OF WORK:** All work and materials furnished by the Contractor shall be open to inspection by the Director of Public Works at all times. Inspection or failure to inspect by the City shall not relieve the Contractor of any responsibility or liability with respect to materials or workmanship furnished hereunder nor constitute acceptance thereof by the City. If, upon such inspection, any work or materials are found to be not up to an acceptable standard, Contractor shall be so advised in writing by the City. Contractor's failure to remedy such situation with ten (10) days (or such other reasonable period acceptable to the City) or failure to perform the future work hereunder in an acceptable manner shall be grounds for the City to terminate this Agreement without further liability to the Contractor.

**CONTRACTOR'S EMPLOYEES:** Contractor shall employ one or more competent superintendents who, on behalf of the contractor, shall have complete charge of all the work to be performed under this Agreement. Contractor shall advise the Director of Public Works in writing of the name, address and telephone number (day and night) of its designated superintendent(s). Any employee of the Contractor adjudged by the City of Columbus as unskilled or unfit for reasons such as improper attire, indecent language, and disregard for the safety and property of others, shall be removed by the Contractor promptly upon written notice thereof by the City of Columbus (Director of Public Works.)

**LIENS AND CLAIMS:** Contractor agrees to, and does hereby indemnify and save harmless, the City of Columbus, its employees and agents, from all claims, demands, causes of action or suits of any nature whatsoever arising out of the services, labor, equipment and materials furnished by the contractor, or its subcontractors, if any, under this Agreement, or costs (including but not limited to, attorney's fees) or charges arising out of or in connection with any act or representation of Contractor, its agents or employees.

**INSURANCE:** The Contractor shall obtain, pay for, and maintain during the life of this Contract such Worker's Compensation and Employer Liability, Commercial General Liability and Commercial Automobile to hold the City harmless during the life of this Contract from claims for damages for bodily injury, including accidental death, as well as for claims for property damage which may arise from operations under this contract, whether such operations be by itself or any sub-contractor, or by anyone

directly or indirectly employed by either of them, in the form, and with the limits not less than set forth below.

Contractor and its surety shall indemnify and save harmless the City, its officials and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by an person, persons, or property on account of the operations of said contractor; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amounts arising or recovered under the Worker's Compensation Law; or any other law, ordinance, order or decree.

Contractor shall furnish the City with certificates of insurance covering each of the several items of insurance specified below. Such certificates shall state that the insurance will not be canceled or materially altered without ten (10) days written notice.

Worker's Compensation and Employers Liability – Statutory; Any Proprietor, Corporate Officer and Partnerships will be included.

Commercial General Liability

Aggregate	\$1,000,000
Each Occurrence	\$ 500,000

Commercial Automobile Liability (Owned, non-owned and hire vehicle)

Combined Single Limit	\$ 500,000
Umbrella Liability	\$1,000,000

**INJURY TO PERSONS AND DAMAGE TO PROPERTY:** to the fullest extent permitted by law, Contractor shall defend and save the City of Columbus its employees and agents, harmless from all claims for injuries to, or death of, any and all persons, and for loss of or damage to property or the loss of the use thereof, arising under or by reasons of Contractor's performance under this Agreement; and whether caused in whole or in part by the Contractor's negligent act or omission, or that of a subcontractor, if any, or that of anyone employed by them or for whose acts the Contractor's or its subcontractor's employees.

**SUBCONTRACTORS:** The Contractor shall notify the Director of Public Works, in writing, of the identity of all subcontractors proposed for any part of the work and shall not utilize any subcontractor which is not approved by the City. Contractor will provide in its contract with its subcontractors that said subcontractors shall have the same insurance and indemnity obligations in favor of the City of Columbus as Contractor is required to have in favor of the City pursuant to this Agreement, and Contractor shall provide the City with evidence acceptable to the City of such insurance coverage's prior to any work being done by said subcontractors. As condition to any partial, progress or final payment pursuant to this Agreement and in forms acceptable to the City of Columbus, contractor shall provide appropriate partial and final waivers of lien by such subcontractors to the City of Columbus

**NON- ASSIGNMENT:** The Contractor agrees not to assign or sublet the work, or any part thereof, not any monies to become due hereunder without first obtaining the Director of Public Works written consent.

## DETAILED TURF MAINTENANCE SPECIFICATIONS

### HILLSIDE CEMETERY

#### SCOPE

The specification provides for the turf maintenance of Hillside Cemetery (approximately 35 acres)

##### A. REMOVAL OF LITTER, DEBRIS, AND GARBAGE

1. The removal and disposal of organic landscape waste and debris, generated by landscape maintenance operations shall be the responsibility of the Contractor.
2. Excess clippings will be removed from headstones, sidewalks, and roads by means of mechanical blowing or sweeping.
3. Fall Leaves: The initial leaf drop should be mowed and mulched into the grass. Once the leaves drop completely and they carpet turf to the extent they would hamper growth of the turf, leaves should be removed with a bagger.

##### B. LAWN CARE

1. Mower Blades will be sharp at all times to provide a quality cut and prevent tearing of grass blades.
2. Mowing equipment and patterns shall be employed to permit recycling of clippings where possible and present a neat appearance.
3. Finished turf shall be cut at a height of 2 ½" – 3" as conditions dictate. During drought periods, the City may determine that a particular weekly mowing may not be necessary. The date of the first mowing and the frequency of all mowing after October 1<sup>st</sup> will be mutually agreed upon by the Director of Public Works and the Contractor.
4. Weed Trimming around monuments, cemetery markers, headstones, between headstones, trees, plant beds, all buildings, sidewalks, fences, driveways, parking lots, and other surfaced areas bordered by grass will be trimmed. This operation does not need to be performed with every mowing, generally every other mowing.
5. Newly seeded graves will require special care. Do not drive over newly seeded graves and disrupt grass seed. New grass sprouts will not be cut, until grass seed has had a chance to develop.
6. Headstones which are laid in the ground are not to be driven over with mechanical mowing equipment.

**AGREEMENT TO PROVIDE TURF MAINTENANCE SERVICES  
AT HILLSIDE CEMETERY  
FOR THE PERIOD COVERING 1-1-17 through 12-31-18**

This Agreement is made between the **CITY OF COLUMBUS, A MUNICIPAL CORPORATION**, herein called "City", and **Duane's Lawn Care, Inc. Beaver Dam, WI 53916**, herein called "Contractor".

**RECITALS**

1. City desires to contract for turf maintenance services at the municipal cemetery known as Hillside Cemetery.
2. Contractor desires to provide said services on the terms and conditions set forth herein.
3. City enters into this agreement pursuant to motion of the Common Council adopted of December 5, 2016.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, City and Contractor agree as follows:

1. **TERM:** The term of this agreement begins on date of signing and terminates on December 31, 2018, unless sooner terminated as set forth below.
2. **SERVICES:** Contractor shall provide the following services:
  - a. Routine mowing of the property (approximately 26 times per year).
  - b. Weed trimming around all headstones (approximately 13 times per year).
3. **COMPENSATION:** After each month of service Contractor shall provide to the Director of Public Works an invoice, including a written record setting forth labor hours, equipment hours and supplies used. City shall pay contractor based on rates set forth on Addendum A attached hereto. Payment shall be made within 45 days of receipt of invoice.
4. **INDEPENDENT CONTRACTOR STATUS:** Contractor acknowledges that it is not an agent or employee of the City and is responsible for all costs and taxes related to the provision of services under this agreement, including without limitation, furnishing all required labor, tools and equipment to perform said services.

5. **PROOF OF INSURANCE:** Contractor shall provide to city written proof of all required insurance coverage.
6. **TERMINATION PRIOR TO END OF TERM:** Notwithstanding what is provided in Sec. 1 above, either party may terminate this agreement without cause upon delivery of 30 days written notice to the other. Alternatively, either party may terminate the agreement effective as of the next December 31 by delivering written notice to the other at least 90 days prior to the end of the year.
7. **HOLD HARMLESS AND INDEMNIFICATION:** Contractor shall hold harmless and indemnify City against all claims for personal injury or property damage arising out of Contractor's performance of this contract if any such injury or damage is caused by the negligence of Contractor, its agents or employees.
8. **ASSIGNMENT:** Contractor shall not assign its rights and obligations under this agreement without prior receipt of written consent of City.

Dated:

**CITY OF COLUMBUS**

By: \_\_\_\_\_

Kelly Crombie/Mayor OR  
Patrick Vander Sanden/ City Administrator

Dated:

\_\_\_\_\_  
**CONTRACTOR**

## ADDENDUM A

For the Period Covering 1-1-17 through 12-31-18

### Duane's Lawn Care

Labor and equipment for mowing/trimming:

2017: \$1500.00 per occurrence

2018: \$1537.50 per occurrence

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# 2016 AGENDA ITEM

**Committee of the Whole Meeting Date:** November 15, 2016

**Council Meeting Date:** December 5, 2016

## DETAILED DESCRIPTION OF SUBJECT MATTER:

### Award of Contract Municipal Electrical Service

Electrical Services for the City of Columbus for calendar years 2017 & 2018. This work is for normal service involving routine Electrical repairs on the city's facilities.

An advertisement for solicitation of bids was placed in the Columbus Journal October 15 and October 22, 2016. A total of 3 bids were received and opened October 31 at 12:00pm by Davis Clark and Carolyn Fredericks.

The Bid Tabulation is attached.

SNS Electric, Inc. received the 2017 & 2018 agreement for electrical services. Standard rate paid was \$65 per hour; Off Hours Rate \$97.50 per hour; and a 20% markup over cost for material.

## LIST ALL SUPPORTING DOCUMENTATION ATTACHED:

### NAME OF DOCUMENT(S)

1. Advertisement Columbus Journal and the City website
2. Bid Tabulation Sheet
3. Contract

NUMBER OF ATTACHMENT PAGE(S) 5

IS FUNDING REQUIRED?  X  YES \_\_\_\_\_ NO

FUNDING SOURCE: General Fund

DEPARTMENT: Requesting Department

ACCOUNT NUMBER: Repairs/Maintenance

## MOTION REQUESTED OF COUNCIL:

Award contract for Electrical Services to the best qualified bidder, SNS Electric, Inc for years 2017 & 2018 at a cost of \$65.00 Standard rate per hour, \$97.50 per hour off hour's rate, and 20% mark up for parts and supplies

**Capital Newspapers Proof of Publication Affidavit**

Ad #: 2473304 Price: \$36.00 Ad ID: Req. proposal - Electrical

*Retain this portion for your records.*

*Please do not remit payment until you receive your advertising invoice.*

Mail to:

Columbus Dept of Public Works  
Dan Jensen  
229 E. School St  
Columbus, WI 53925

STATE OF WISCONSIN }  
Columbia County }

ss.

Pat Reifsnider

being duly sworn, doth depose and say that  
he (she) is an authorized representative of  
Capital Newspapers, publishers of

Columbus Journal

a weekly newspaper of general circulation  
and that an advertisement of which the annexed is a true  
copy, taken from said paper, was published therein on  
October 15th, 2016  
October 22nd, 2016

PCJR

**REQUEST FOR PROPOSAL  
ELECTRICAL- CITY OF COLUMBUS**  
The City of Columbus requests sealed bids for Electrical Services for 2017 through 2018. This work is for normal service involving routine electrical repairs on the city's facilities. Bid specifications are on line at [www.cityofcolumbus.com](http://www.cityofcolumbus.com), or you may pick up a copy at the Department of Public Works, 229 E School St., Columbus, WI. Call Carolyn Fredericks at Public Works 920-623-5908, with any questions. Deadline for submittal of bids is Monday, October 31, 2016 at 12:00 p.m. at the Department of Public Works.  
PUB. Columbus Journal 10/15/2016, 10/22/2016  
#2473304 **WNAXLP**

LISA ANN CHRISTENSEN  
Notary Public  
State of Wisconsin

(Seal)

(Signed) *Shane M*  
(Title) Principal Clerk

Subscribed and sworn to before me on

*10/24/16*  
*J. [Signature]*  
Notary Public, Wisconsin

My Commission expires February 25th, 2018

*February 5, 2019*

**ADDENDUM A**

**For the period covering 1-1-17 through 12-31-18**

**SNS Electric, Inc.**

Standard Hourly Rate.....\$65 per hour

Off Hours Hourly Rate.....\$97.50 per hour

20% Mark Up on Material

Bid Tabulation for: Electrical Services

Monday, October 31, 2016

12:00PM

Davis R. Clark

Carolyn Fredericks

	Company Name	Standard Labor Rate	Off Hours Labor Rate	% Mark Up	Notes
1	SNS Electric, Inc	\$65.00	\$97.50	20%	Fall River
2	Hady Electric	\$79.00	\$118.50	15%	Watertown
3	HE & Security	\$70.00	\$105.00	20%	Columbus
4					
5					
6					
7					
8					
9					

**AGREEMENT TO PROVIDE ELECTRICAL SERVICES  
FOR THE PERIOD COVERING 1-1-17 through 12-31-18**

This Agreement is made between the **CITY OF COLUMBUS, A MUNICIPAL CORPORATION**, herein called "City", and **SNS Electric Inc.**, herein called "Contractor".

**RECITALS**

1. City desires to contract for normal service and repairs to the City's Electrical systems.
2. Contractor desires to provide said services on the terms and conditions set forth herein.
3. City enters into this agreement pursuant to motion of the Common Council adopted of December 5, 2016.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, City and Contractor agree as follows:

1. **TERM:** The term of this agreement begins on date of signing and terminates on December 31, 2018, unless sooner terminated as set forth below.
2. **SERVICES:** Contractor shall provide the following services:
  - a. Routine electrical repairs to the following buildings: Library, City Hall, Parks Buildings, Community Center, Public Safety Building, Cemetery Office and Chapel, Fire Station, Aquatic Center, Public Works Facility, Wastewater Treatment Plant office, and Senior Center.
  - b. Respond to service call within three (3) hours from time of initial call.
3. **COMPENSATION:** After each service Contractor shall provide to the Department head requesting the service an invoice, including a written record setting forth labor hours, equipment hours and supplies used. City shall pay contractor based on rates set forth on Addendum A attached hereto. Payment shall be made within 45 days of receipt of invoice.

4. **INDEPENDENT CONTRACTOR STATUS:** Contractor acknowledges that it is not an agent or employee of the City and is responsible for all costs and taxes related to the provision of services under this agreement, including without limitation, furnishing all required labor, tools and equipment to perform said services.
5. **PROOF OF INSURANCE:** Contractor shall provide to city written proof of all required insurance coverage.
6. **TERMINATION PRIOR TO END OF TERM:** Notwithstanding what is provided in Sec. 1 above, either party may terminate this agreement without cause upon delivery of 30 days written notice to the other. Alternatively, either party may terminate the agreement effective as of the next December 31 by delivering written notice to the other at least 90 days prior to the end of the year.
7. **HOLD HARMLESS AND INDEMNIFICATION:** Contractor shall hold harmless and indemnify City against all claims for personal injury or property damage arising out of Contractor's performance of this contract if any such injury or damage is caused by the negligence of Contractor, its agents or employees.
8. **ASSIGNMENT:** Contractor shall not assign its rights and obligations under this agreement without prior receipt of written consent of City.

Dated:

**CITY OF COLUMBUS**

By: \_\_\_\_\_

Kelly Crombie/Mayor OR  
Patrick Vander Sanden/ City Administrator

Dated:

\_\_\_\_\_  
**CONTRACTOR**

## 2016 AGENDA ITEM

**Committee of the Whole Meeting Date:** November 15, 2016

**Council Meeting Date:** December 5, 2016

### DETAILED DESCRIPTION OF SUBJECT MATTER:

#### Award of Contract Municipal Plumbing Service

Plumbing Services for the City of Columbus for calendar years 2017 & 2018. This work is for normal service involving routine plumbing repairs on the city's facilities.

An advertisement for solicitation of bids was placed in the Columbus Journal October 15 and October 22, 2016. A total of 1 bid was received and opened October 31 at 12:00pm by Davis Clark and Carolyn Fredericks.

The Bid Tabulation is attached.

Wright Plumbing received the 2017 & 2018 agreement for plumbing services. Standard rate paid was \$70 per hour: Off hour rate was \$100 per hour and a 25% markup over cost for material.

### LIST ALL SUPPORTING DOCUMENTATION ATTACHED:

#### NAME OF DOCUMENT(S)

1. Advertisement Columbus Journal and City website
2. Bid Tabulation Sheet
3. Contract

NUMBER OF ATTACHMENT PAGE(S) 5

IS FUNDING REQUIRED?  YES  NO

FUNDING SOURCE: General Fund

DEPARTMENT: Requesting Department

ACCOUNT NUMBER: Repairs/Maintenance

### MOTION REQUESTED OF COUNCIL:

Award contract for Plumbing Services to the best qualified bidder, Wright Plumbing & Soil Testing for years 2017 & 2018 at a cost of \$70 per hour standard rate, \$100 per hour off hour's rate, and 25% mark up for parts and supplies.

# Capital Newspapers Proof of Publication Affidavit

Ad #: 2473307 Price: \$36.00 Ad ID: Req. proposal - Plumbing Service

*Retain this portion for your records.*

*Please do not remit payment until you receive your advertising invoice.*

Mail to:

Columbus Dept of Public Works  
Dan Jensen  
229 E. School St  
Columbus, WI 53925

STATE OF WISCONSIN }  
Columbia County }

ss.

Pat Reifsnider

being duly sworn, doth depose and say that  
he (she) is an authorized representative of  
Capital Newspapers, publishers of

Columbus Journal

a weekly newspaper of general circulation  
and that an advertisement of which the annexed is a true  
copy, taken from said paper, was published therein on

October 15th, 2016

October 22nd, 2016

PCJR

**REQUEST FOR PROPOSAL**  
**PLUMBING SERVICES -CITY OF COLUMBUS**  
The City of Columbus requests sealed bids for Plumbing Services for 2017-2018. This work is for normal service calls involving routine plumbing repairs of the city's facilities. Bid specifications are on line at [www.cityofcolumbus.com](http://www.cityofcolumbus.com), or you may pick up a copy at the Department of Public Works, 229 E. School St., Columbus, WI. Call Carolyn Fredericks at Public Works 920-623-5908 with any questions. Deadline for submittal of bids is October 31, 2016 at 12:00 p.m. at the Department of Public Works.  
PUB. Columbus Journal 10/15/2016, 10/22/2016  
#2473307 **WNAXLP**

LISA ANN CHRISTENSEN  
Notary Public  
State of Wisconsin

(Signed)

(Title)

Principal Clerk

Subscribed and sworn to before me on

*10/24/16*  
  
Notary Public, Wisconsin

My Commission expires February 25th, 2018

*February 5, 2019*

**ADDENDUM A**

**For the Period Covering 1-1-17 through 12-31-18**

**Wright Plumbing & Soil Testing, Inc.**

Standard Work Week Rate M-F 7am to 5pm.....\$70 per hour

Off Hours, Weekends, and Holiday Rates.....\$100 per hour

25% Plus Cost

Bid Tabulation for: Plumbing services

Monday, October 31, 2016

12:00PM

Davis R. Clark

Carolyn Fredericks

	Company Name	Standard Labor Rate	Off Hours Labor Rate	% Mark Up	Notes
1	Wright Plumbing & Soil Testing	\$70	\$100	25%	
2					
3					
4					
5					
6					
7					
8					
9					

**AGREEMENT TO PROVIDE PLUMBING SERVICES**  
**For the Period Covering 1-1-17 through 12-31-18**

This Agreement is made between the **CITY OF COLUMBUS, A MUNICIPAL CORPORATION**, herein called "City", and **Wright Plumbing & Soil Testing**, herein called "Contractor".

**RECITALS**

1. City desires to contract for normal service calls involving routine repairs with all city facilities.
2. Contractor desires to provide said services on the terms and conditions set forth herein.
3. City enters into this agreement pursuant to motion of the Common Council adopted on December 5, 2016

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, City and Contractor agree as follows:

1. **TERM:** The term of this agreement begins on date of signing and terminates on December 31, 2018, unless sooner terminated as set forth below.
2. **SERVICES:** Contractor shall provide the following services:
  - a. Routine plumbing repairs to the following buildings: Library, City Hall, Parks Buildings, Community Center, Public Safety Building, Cemetery Chapel, Fire Station, Aquatic Center, Department of Public Works, Wastewater Plant office, and Senior Center.
  - b. Respond to service call within three (3) hours from time of initial call.
3. **COMPENSATION:** After each service Contractor shall provide to the Department head requesting the service an invoice, including a written record setting forth labor hours, equipment hours and supplies used. City shall pay contractor based on rates set forth on Addendum A attached hereto. Payment shall be made within 45 days of receipt of invoice.

4. INDEPENDENT CONTRACTOR STATUS: Contractor acknowledges that it is not an agent or employee of the City and is responsible for all costs and taxes related to the provision of services under this agreement, including without limitation, furnishing all required labor, tools and equipment to perform said services.
5. PROOF OF INSURANCE: Contractor shall provide to city written proof of all required insurance coverage.
6. TERMINATION PRIOR TO END OF TERM: Notwithstanding what is provided in Sec. 1 above, either party may terminate this agreement without cause upon delivery of 30 days written notice to the other. Alternatively, either party may terminate the agreement effective as of the next December 31 by delivering written notice to the other at least 90 days prior to the end of the year.
7. HOLD HARMLESS AND INDEMNIFICATION: Contractor shall hold harmless and indemnify City against all claims for personal injury or property damage arising out of Contractor's performance of this contract if any such injury or damage is caused by the negligence of Contractor, its agents or employees.
8. ASSIGNMENT: Contractor shall not assign its rights and obligations under this agreement without prior receipt of written consent of City.

Dated:

**CITY OF COLUMBUS**

By \_\_\_\_\_  
Kelly Crombie/Mayor OR  
Patrick Vander Sanden/ City Administrator

Dated:

\_\_\_\_\_  
**CONTRACTOR**

# 2016 AGENDA ITEM

Committee of the Whole Meeting Date: November 15, 2016

Council Meeting Date: December 5, 2016

## DETAILED DESCRIPTION OF SUBJECT MATTER:

### Award of Contract Municipal HVAC Service

HVAC Services for the City of Columbus for calendar years 2017 & 2018. This work is for normal service involving routine HVAC repairs on the city's facilities.

An advertisement for solicitation of bids was placed in the Columbus Journal, October 15 and October 22, 2016. A total of 1 bid was received and opened October 31, 2016 at 12:00pm by Davis Clark and Carolyn Fredericks.

The Bid Tabulation is attached.

TAS Heating and Cooling received the 2017 & 2018 agreement for HVAC services. Standard rate paid was \$70.00/ hour; Off Hours Rate \$100.00/ hour; and a 15% markup over cost for material.

## LIST ALL SUPPORTING DOCUMENTATION ATTACHED:

### NAME OF DOCUMENT(S)

1. Advertisement Columbus Journal and City website
2. Bid Tabulation Sheet
3. Contract

NUMBER OF ATTACHMENT PAGE(S) 5

IS FUNDING REQUIRED?  X  YES \_\_\_\_\_ NO

FUNDING SOURCE: General Fund

DEPARTMENT: Requesting Department

ACCOUNT NUMBER: Repairs/Maintenance

## MOTION REQUESTED OF COUNCIL:

Award contract for HVAC Services to the best qualified bidder, TAS Heating & Cooling, for years 2017 & 2018 at a cost of \$70.00 Standard rate, \$100.00 off hour's rate, and 15% mark up for parts and supplies.

# Capital Newspapers Proof of Publication Affidavit

Ad #: 2473306 Price: \$36.00 Ad ID: Req. Proposal - HVAC Columbus

*Retain this portion for your records.*

*Please do not remit payment until you receive your advertising invoice.*

Mail to:

Columbus Dept of Public Works  
Dan Jensen  
229 E. School St  
Columbus, WI 53925

STATE OF WISCONSIN }  
Columbia County }

ss.

Pat Reifsnider

being duly sworn, doth depose and say that  
he (she) is an authorized representative of  
Capital Newspapers, publishers of

Columbus Journal

a weekly newspaper of general circulation  
and that an advertisement of which the annexed is a true  
copy, taken from said paper, was published therein on  
October 15th, 2016  
October 22nd, 2016

PCJR

**REQUEST FOR PROPOSAL  
HVAC- CITY OF COLUMBUS**  
The City of Columbus requests sealed bids for Heating, Ventilation, and Air Conditioning Services for 2017 through 2018. This work is for normal service involving routine HVAC repairs on the city's facilities. Bid specifications are on line at [www.cityofcolumbus.com](http://www.cityofcolumbus.com), or you may pick up a copy at the Department of Public Works, 229 E School St., Columbus, WI. Call Carolyn Fredericks at Public Works 920-623-5908, with any questions. Deadline for submittal of bids is October 31, 2016, 12:00 p.m. at the Department of Public Works.  
PUB. Columbus Journal 10/15/2016, 10/22/2016  
#2473306 WNXLP

LISA ANN CHRISTENSEN  
Notary Public  
State of Wisconsin

(Seal)

*[Handwritten Signature]*

(Signed)

(Title)

Principal Clerk

Subscribed and sworn to before me on

*10/24/16*  
*[Handwritten Signature]*  
Notary Public, Wisconsin

My Commission expires February 25th, 2018

*February 5, 2019*

**ADDENDUM**

**For Agreement Year 1-1-17 through 12-31-18**

**TAS Heating and Cooling**

Standard Work Week Rate M-F 7am to 5pm..... \$70.00/ hour

Off Hours, Weekends, and Holiday Rates..... \$100.00/ hour

15% Mark up on material

---

Bid Tabulation for: HVAC services

Monday, October 31, 2016  
12:00PM

Davis R. Clark  
Carolyn Fredericks

	Company Name	Standard Labor Rate	Off Hours Labor Rate	% Mark Up	Notes
1	TAS Heating & Cooling	\$70 per hour	\$100 per hour	15%	
2					
3					
4					
5					
6					
7					
8					
9					

**AGREEMENT TO PROVIDE HEATING, VENTILATION AND AIR  
CONDITION SERVICES  
FOR THE PERIOD COVERING 1-1-17 through 12-31-18**

This Agreement is made between the **CITY OF COLUMBUS, A MUNICIPAL CORPORATION**, herein called "City", and **TAS Heating & Cooling**, herein called "Contractor".

**RECITALS**

1. City desires to contract for normal service and repairs to the City's HVAC systems.
2. Contractor desires to provide said services on the terms and conditions set forth herein.
3. City enters into this agreement pursuant to motion of the Common Council adopted on December 5, 2016.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, City and Contractor agree as follows:

1. **TERM:** The term of this agreement begins on date of signing and terminates on December 31, 2018, unless sooner terminated as set forth below.
2. **SERVICES:** Contractor shall provide the following services:
  - a. Routine HVAC repairs to the following buildings: Library, City Hall, Parks Buildings, Community Center, Public Safety Building, Cemetery Office and Chapel, Fire Station, Aquatic Center, Public Works Facility, Wastewater Treatment Plant office, and Senior Center.
  - b. Respond to service call within three (3) hours from time of initial call.
3. **COMPENSATION:** After each service Contractor shall provide to the Department head requesting the service an invoice, including a written record setting forth labor hours, equipment hours and supplies used. City shall pay contractor based on rates set forth on Addendum A attached hereto. Payment shall be made within 45 days of receipt of invoice.

4. **INDEPENDENT CONTRACTOR STATUS:** Contractor acknowledges that it is not an agent or employee of the City and is responsible for all costs and taxes related to the provision of services under this agreement, including without limitation, furnishing all required labor, tools and equipment to perform said services.
5. **PROOF OF INSURANCE:** Contractor shall provide to city written proof of all required insurance coverage.
6. **TERMINATION PRIOR TO END OF TERM:** Notwithstanding what is provided in Sec. 1 above, either party may terminate this agreement without cause upon delivery of 30 days written notice to the other. Alternatively, either party may terminate the agreement effective as of the next December 31 by delivering written notice to the other at least 90 days prior to the end of the year.
7. **HOLD HARMLESS AND INDEMNIFICATION:** Contractor shall hold harmless and indemnify City against all claims for personal injury or property damage arising out of Contractor's performance of this contract if any such injury or damage is caused by the negligence of Contractor, its agents or employees.
8. **ASSIGNMENT:** Contractor shall not assign its rights and obligations under this agreement without prior receipt of written consent of City.

Dated:

**CITY OF COLUMBUS**

By \_\_\_\_\_  
Kelly Crombie/Mayor OR  
Patrick Vander Sanden/ City Administrator

Dated:

\_\_\_\_\_  
**CONTRACTOR**

# 2016 AGENDA ITEM

Committee of the Whole Meeting Date: November 15, 2016

Council Meeting Date: December 5, 2016

## DETAILED DESCRIPTION OF SUBJECT MATTER:

### Award of Contract Municipal Street & Park Tree Care Service

Tree Care Services for the City of Columbus for calendar years 2017 & 2018. This work is for normal service involving routine or emergency Tree Care for the City of Columbus.

An advertisement for solicitation of bids was placed in the Columbus Journal October 15 and October 22, 2016. A total of 2 bids were received and opened October 31 at 12:00pm by Davis Clark and Carolyn Fredericks.

Services to be performed by Sutton Tree Experts at the following cost:

1" to 10"	\$18.00 per inch
11" to 30"	\$25.00 per inch
31" to 40"	\$35.00 per inch
Above 41"	\$60.00 per inch

Stump Removal	\$7.50 per inch
Tree Trimming	\$7.50 per inch

## LIST ALL SUPPORTING DOCUMENTATION ATTACHED:

### NAME OF DOCUMENT(S)

1. Advertisement Columbus Journal and City website
2. Bid Tabulation Sheet
3. Contract

NUMBER OF ATTACHMENT PAGE(S) 5

IS FUNDING REQUIRED?  YES  NO

FUNDING SOURCE: General Fund

DEPARTMENT: Forestry- Department of Public Works  
Forestry- Hillside Cemetery

ACCOUNT NUMBER: Forestry- Parks  
100-555510-299  
235-577800-560  
100-555400-819

## MOTION REQUESTED OF COUNCIL:

Award contract for Tree Services to the best qualified bidder, Sutton Tree Experts for years 2017 & 2018 at a cost of: Tree and Stump Removal 1" to 10" \$18.00 per inch, 11" to 30" \$25.00 per inch, 31" to 40" \$35.00 per inch, above 41" \$60.00 per inch, Stump Removal \$7.50 per inch, and Tree Trimming \$7.50 per inch.

**Capital Newspapers Proof of Publication Affidavit**

Ad #: 2473308 Price: \$38.71 Ad ID: Req. prop. - Tree Serv. Coumbus

*Retain this portion for your records.*

*Please do not remit payment until you receive your advertising invoice.*

Mail to:

Columbus Dept of Public Works  
Dan Jensen  
229 E. School St  
Columbus, WI 53925

STATE OF WISCONSIN }  
Columbia County }

ss.

Pat Reifsnider

being duly sworn, doth depose and say that  
he (she) is an authorized representative of  
Capital Newspapers, publishers of

PCJR

Columbus Journal

a weekly newspaper of general circulation  
and that an advertisement of which the annexed is a true  
copy, taken from said paper, was published therein on  
October 15th, 2016  
October 22nd, 2016

**REQUEST FOR PROPOSAL  
TREE SERVICE- CITY OF COLUMBUS**  
The City of Columbus requests sealed bids for Tree Services for 2017 through 2018. This work is for normal service involving routine trimming and pruning, tree removal, stump removal, and associated services on city tree boarders and public grounds. Bid specifications are on line at [www.cityofcolumbuswi.com](http://www.cityofcolumbuswi.com), or you may pick up a copy at the Department of Public Works, 229 E School St., Columbus, WI. Call Carolyn Fredericks at Public Works 920-623-5908, with any questions. Deadline for submittal of bids is October 31, 2016 at 12:00 p.m. at the Department of Public Works.  
PUB. Columbus Journal 10/15/2016, 10/22/2016  
#2473308 WNXALP

LISA ANN CHRISTENSEN  
Notary Public  
State of Wisconsin

(Seal)

*[Handwritten Signature]*

(Signed)

(Title)

Principal Clerk

Subscribed and sworn to before me on

*10/24/16*

*[Handwritten Signature]*

Notary Public, Wisconsin

My Commission expires February 25th, 2018

*February 9, 2019*

## ADDENDUM A

For the Period Covering 1-1-17 through 12-31-18

### Sutton Tree Experts, LLC

Tree and Stump Removal Rates (per inch diameter):

1" to 10" ..... \$18.00 per inch diameter

11" to 30" ..... \$25.00 per inch diameter

31" to 40" ..... \$35.00 per inch diameter

Above 41" ..... \$60.00 per inch diameter

Stump Removal (per inch diameter).... \$7.50

Tree Trimming (per inch diameter).... \$7.50

Bid Tabulation for: Tree Care services

Monday, October 31, 2016  
12:00PM

Davis R. Clark

Carolyn Fredericks

	Company Name	Tree and Stump removal combined (per inch diameter)					per inch diameter	
		1" to 10"	11" to 30"	31" to 40"	Above 41"	Stump Removal	Tree Trimming	
1	K & B Tree and Lawn Care	\$19.75	\$28.25	\$33.00	\$67.50	\$8.50	\$8.50	
2	Sutton Tree Experts, LLC	\$18.00	\$25.00	\$35.00	\$60.00	\$7.50	\$7.50	
3								
4								
5								
6								
7								
8								
9								

## **AGREEMENT TO PROVIDE MUNICIPAL STREET & PARK TREE CARE SERVICE**

This Agreement is made between the **CITY OF COLUMBUS, A MUNICIPAL CORPORATION**, herein called "City", and **Sutton Tree Experts, LLC** herein called "Contractor".

### **RECITALS**

1. City desires to contract for street and park tree care service for the City of Columbus.
2. Contractor desires to provide said services on the terms and conditions set forth herein.
3. City enters into this agreement pursuant to motion of the Common Council adopted on December 5, 2016.

### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, City and Contractor agree as follows:

1. **TERM:** The term of this agreement begins on date of signing and terminates on December 31, 2018, unless sooner terminated as set forth below.
2. **SERVICES:** Contractor shall provide all services as specified in the Bid Specifications for 2017 & 2018, including the following:
  - a. Stump removal to include the grinding of stumps and surface roots to no less than six (6) inches below ground level, removal of grindings, filling of stump hole with topsoil free of lumps and clods, seeding said topsoil, and fine raking.
  - b. Tree removal and trimming under this contract are located in the street border.
  - c. The Contractor shall dispose of all cuttings, trimmings, and chippings. Burnable wood can be given to the adjacent property owner, excluding brush, only if the owner requests the same.
  - d. Contractor shall commence work on a Tree Order within fifteen (15) calendar days after issuance and complete same within thirty (30) calendar days thereafter.
  - e. On-call emergency services to be provided within one (1) hour of receiving phone call.

3. **INDEPENDENT CONTRACTOR STATUS:** Contractor acknowledges that it is not an agent or employee of the City and is responsible for all costs and taxes related to the provision of services under this agreement, including without limitation, furnishing all required labor, tools and equipment to perform said services.
4. **COMPENSATION:** After each service performed, Contractor shall provide to the Department head requesting the service an invoice. City shall pay contractor based on rates set forth on Addendum A attached hereto. Payment shall be made with 45 days of receipt of invoice.
5. **PROOF OF INSURANCE:** Contractor shall provide to city a certificate of insurance of all required insurance coverage and naming the City of Columbus as additional or co-insured for services for performed.
6. **TERMINATION PRIOR TO END OF TERM:** Notwithstanding what is provided in Sec. 1 above, either party may terminate this agreement without cause upon delivery of 30 days written notice to the other. Alternatively, either party may terminate the agreement effective as of the next December 31 by delivering written notice to the other at least 90 days prior to the end of the year.
7. **HOLD HARMLESS AND INDEMNIFICATION:** Contractor shall hold harmless and indemnify City against all claims for personal injury or property damage arising out of Contractor's performance of this contract if any such injury or damage is caused by the negligence of Contractor, its agents or employees.
8. **ASSIGNMENT:** Contractor shall not assign its rights and obligations under this agreement without prior receipt of written consent of City.

Dated:

**CITY OF COLUMBUS**

By: \_\_\_\_\_  
Kelly Crombie/Mayor OR  
Patrick Vander Sanden/ City Administrator

Dated:

\_\_\_\_\_  
**CONTRACTOR**

**RESOLUTION NO. 23-16**

**A RESOLUTION TO RECOGNIZE THE CREATION OF FUND #250;  
TOURISM COMMISSION AND TO APPROVE COMMITMENT AND  
ASSIGNMENT OF FUND BALANCES FOR A SPECIFIC FUND HELD BY  
THE CITY OF COLUMBUS.**

*WHEREAS*, the Governmental Accounting Standards Board (GASB) has issued Statement No. 54, which changes the terminology used for fund balance reporting on balance sheets of Governmental Funds; and

*WHEREAS*, the Council adopted the original Resolution 22-11 on the 20<sup>th</sup> day of December, 2011 but since that time additional Funds have been created,

*WHEREAS*, to comply with GASB 54 the Council needs to recognize and commit/assign revenues, expenses and the respective fund balances for specific purposes as follows:

**Fund #250 – Tourism Commission**

This fund was created to segregate the activity of the Tourism Commission. Expenses pertaining to the activity within this fund shall be recorded within this fund. Revenues received/generated or from the Room Tax Fund transferred to this fund are committed to remain within this fund for the purpose of supporting any approved expenditures by the Tourism Commission.

*NOW, THEREFORE, BE IT RESOLVED* that the Common Council of the City of Columbus, State of Wisconsin, does hereby approve the additional fund as presented/described.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF COLUMBUS**

\_\_\_\_\_  
Kelly Crombie, Mayor

Attest:

\_\_\_\_\_  
Anne Donahue, City Clerk

**RESOLUTION NO. 24-16**

**A RESOLUTION TO RECOGNIZE VARIOUS BUDGET AMENDMENTS TO THE 2016  
OPERATING BUDGETS – MULTIPLE FUNDS.**

**Whereas,** the City Council has taken action to over the past year to expend or defer funds that were not initially placed within the 2016 budget approved on December 1, 2015, and

**Whereas,** this resolution will acknowledge the following:

<u>Account Number:</u>	<u>Title:</u>	<u>Type / Purpose /Action:</u>	<u>Amount:</u>
<b>GENERAL FUND</b>			
#100-511230-348	Contingency	AMENDMENT - Increase - Building Purchase/Library	\$ 100,000.00
	FUNDING SOURCE: Undesignated Funds-Borrowing to replenish Undesignated Funds		
#100-511230-348	Contingency	AMENDMENT – Increase - Chapel St. Water Tower Metal Band	\$ 7,159.00
	FUNDING SOURCE: Amend the following budget lines to reduce budgeted amounts:		
#100-511970-348	Unemployment	Current: \$5,000.00	Amended: \$ 3,600.00
#100-519800-351	Payment/Enerpac	Current: \$190,000.00	Amended: \$184,225.00
		<b>TOTAL:</b>	(\$ 7,175.00)

**AQUATIC CENTER**

#215-555210-810	Capital Equipment	AMENDMENT – Increase - Pool Heater	\$ 17,906.09
	FUNDING SOURCE: General Fund - #100-511230-345 / Contingency; Special Projects		

**CAPITAL PROJECTS**

#415-513000-607	Park Improvement	DEFERRED - Rest Haven Roof	\$ 20,000.00
	FUNDING SOURCE: Carry Over funds from 2016 to the 2017 Capital Projects Budget		
#415-513000-610	Fire Department	AMENDMENT – Increase – Purchase Building	\$ 700,000.00
	FUNDING SOURCE: Borrowing for reimbursement to Capital Projects Fund		

**Now Therefore Be It Resolved,** that the City Council of the City of Columbus does hereby recognize and authorize the amendments as listed.

Dated \_\_\_\_ of \_\_\_\_\_, 2016.

**CITY OF COLUMBUS**

\_\_\_\_\_  
Kelly Crombie, Mayor

Attest:

\_\_\_\_\_  
Anne Donahue, Clerk  
Published: \_\_\_\_\_



**MEMORANDUM**

November 8, 2016

**TO:** Patrick Vander Sanden, Administrator  
**FROM:** Kim Manley, Finance Director/Treasurer  
**SUBJECT:** Board of Commissioners of Public Lands – State Trust Fund Loan

Patrick,

Attached is a copy of the loan application request form for the State Trust Fund loan program. It has been completed requesting money for the purchase of the building/land for the Fire Station and the contribution to the Library building (\$800,000).

Looking at the annual payment amounts it appears that the best thing for the City at this moment is to go long term. With the repayment option we can refinance these when the actual construction of the facilities start with no prepayment penalty.

The next step is me to send this document into the Board of Commissioners who will then forward the loan application, resolution and instructions on what the City will need to do next.

Kim Manley,   
Finance Director/Treasurer

KM

CC: City Council Members  
Ehlers & Associates

**City of Columbus**

105 N. Dickason Blvd. ♦ Columbus, WI 53925-1565  
920-623-5900 ♦ fax 920-623-5901 ♦ [www.cityofcolumbuswi.com](http://www.cityofcolumbuswi.com)



Managing Wisconsin's trust assets for public education

Douglas La Follette, *Secretary of State*

Matt Adamczyk, *State Treasurer*

Brad D. Schimel, *Attorney General*

101 E. Wilson Street  
2nd Floor  
PO Box 8943  
Madison, WI 53708-8943

608 266-1370 INFORMATION

608 266-0034 LOANS

608 267-2787 FAX

bcpl.wisconsin.gov

Jonathan Barry, *Executive Secretary*

## BCPL Loan Application Request Form Municipal General Obligation Loan

Date 11/08/2016

Municipality CITY OF COLUMBUS  
Please include type of municipality (e.g. Town of Newbold, Village of Prairie du Sac, Bayfield County, etc.)

County COLUMBIA

Municipal Mailing Address 105 N. DICKASON BLVD COLUMBUS, WI 53925

Head of Municipality MAYOR KELLY CROMBIE Phone # 920-623-5900

Mailing Address 105 N. DICKASON BLVD COLUMBUS, WI 53925

Email KCROMBIE@COLUMBUSWI.US

Municipal Clerk ANNE DONAHUE Phone # 920-623-5900

Mailing Address 105 N. DICKASON BLVD COLUMBUS, WI 53925

Email ADONAHUE@COLUMBUSWI.US

Finance Dir/Treasurer KIM MANLEY Phone # 920-623-5900

Mailing Address 105 N. DICKASON BLVD COLUMBUS, WI 53925

Email KMANLEY@COLUMBUSWI.US

Financial Advisor/Firm EHLERS & ASSOCIATES Phone # 262-796-6168

Email GJOHNSON@EHLERS-INC.COM

Loan Purpose PURCHASE LAND FOR FIRE STATION & LIBRARY

Loan Amount \$800,000.00

Loan Term 20 Years

ESTIMATED DATE THAT FUNDS WILL BE NEEDED:

12/22/2016

DATES OF NEXT TWO BOARD/COUNCIL MEETINGS:

11/15/2016 AND 12/06/2016

Clerk Signature



101 E. Wilson Street  
2nd Floor  
PO Box 8943  
Madison, WI 53708-8943

608 266-1370 INFORMATION  
608 266-0034 LOANS  
608 267-2787 FAX  
bcpl.wisconsin.gov

Jonathan Barry, *Executive Secretary*

November 10, 2016

Ms. Anne Donahue  
City of Columbus  
105 North Dickason Blvd  
Columbus, WI 53925

ID# 05604591

Dear Ms. Donahue:

Thank you for requesting a loan application from the BCPL State Trust Fund Loan Program. Your application is attached, along with associated forms and directions. Please look through these documents and call us with any questions.

Please check your application to confirm the correct amount, rate, term, and purpose of the loan. The application interest rate should correspond to the current interest rates for BCPL General Obligation Trust Fund loans:

**General Obligation Loan Rates:**

1 – 2 Years	2.50%
3 – 5 Years	2.50%
6 – 10 Years	3.00%
11 – 20 Years	3.50%

Your interest rate is now locked at the above level for 60 days. To maintain that interest rate lock and prevent the possibility of needing to re-start the loan process from the beginning, BCPL needs to receive a properly completed loan application within 60 days from the date of this letter.

Following approval of the Application and Borrowing Resolution by your Board, the application must be completed and returned to BCPL along with the meeting minutes and the Anticipated Schedule of Disbursements. To provide enough time for internal reviews, loan processing, and assembling of our Board agenda materials, completed documents must be received a minimum of eight (8) calendar days before the next BCPL board meeting. The BCPL Board meets the first and third Tuesdays of each month.

BCPL requests that all Borrowers provide digital photographs of the projects that we finance (if applicable). We use these photos for promotional materials regarding the BCPL State Trust Fund Loan Program. Please remember to email a few high-resolution digital photographs, and be sure to include photographer credit information. We thank you in advance.

If you have questions regarding any of the documentation required by BCPL, the application process or the status of your application, please call me at 608-266-0034 or email me at [richard.sneider@wisconsin.gov](mailto:richard.sneider@wisconsin.gov).

Sincerely,

Richard Sneider  
Chief Investment Officer

Enclosures: 1) Application Form – City 20 Year Maximum  
2) Checklist for Application Review  
3) Anticipated Schedule of Disbursements

**STATE OF WISCONSIN**  
**BOARD OF COMMISSIONERS OF PUBLIC LANDS**  
**101 EAST WILSON STREET, 2<sup>ND</sup> FLOOR**  
**POST OFFICE BOX 8943**  
**MADISON, WISCONSIN 53708-8943**

**APPLICATION FOR STATE TRUST FUND LOAN**

**CITY - 20 YEAR MAXIMUM**

Chapter 24 Wisconsin Statutes

**CITY OF COLUMBUS**

Date sent: November 10, 2016

Received and filed in Madison, Wisconsin:

---

ID # 05604591

RAS

**RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY**

TO: BOARD OF COMMISSIONERS OF PUBLIC LANDS

We, the undersigned **Mayor** and clerk of the City of **Columbus**, in the County(ies) of **Columbia And Dodge**, Wisconsin, in accordance with the provisions of Chapter 24 of the Wisconsin Statutes, do hereby make application for a loan of **Eight Hundred Thousand And 00/100 Dollars (\$800,000.00)** from the Trust Funds of the State of Wisconsin for the purpose of **financing the purchase of land for fire station and library**.

The loan is to be continued for a term of **20** years from the 15th day of March preceding the date the loan is made. The loan is to be repaid in annual installments, as provided by law, with interest at the rate of **3.50** percent per annum.

We agree to the execution and signing of such certificates of indebtedness as the Board may prepare and submit, all in accordance with Chapter 24, Wisconsin Statutes.

The application is based upon compliance on the part of the City with the provisions and regulations of the statutes above referred to, as set forth by the following statements which we do hereby certify to be correct and true.

The meeting of the common council of the City of **Columbus**, in the County(ies) of **Columbia And Dodge**, Wisconsin, which approved and authorized this application for a loan was a regularly called meeting held on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

At the aforesaid meeting a resolution was passed by a majority vote of the members of the common council approving and authorizing an application to the Board of Commissioners of Public Lands, State of Wisconsin, for a loan of **Eight Hundred Thousand And 00/100 Dollars (\$800,000.00)** from the Trust Funds of the State of Wisconsin to the City of **Columbus** in the County(ies) of **Columbia And Dodge**, Wisconsin, for the purpose of **financing the purchase of land for fire station and library**. That at the same time and place, the common council of the City of **Columbus** by a majority vote of the members, adopted a resolution levying upon all the taxable property in the city, a direct annual tax sufficient in amount to pay the annual installments of principal and interest, as they fall due, all in accordance with Article XI, Sec. 3 of the Constitution and Sec. 24.66(5), Wisconsin Statutes.

A copy of the aforesaid resolutions, certified to by the city clerk, as adopted at the meeting, and as recorded in the minutes of the meeting, accompanies this application.

A statement of the equalized valuation of all the taxable property within the City of **Columbus**, certified to by the **Mayor** and clerk, accompanies this application.

Given under our hands in the City of **Columbus** in the County(ies) of **Columbia And Dodge**, Wisconsin, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
**Mayor, City of Columbus**

\_\_\_\_\_  
Clerk, City of **Columbus**

## FORM OF RECORD

The following preamble and resolutions were presented by Alderman \_\_\_\_\_ and were read to the meeting.

By the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed, and,

By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.)

THEREFORE, BE IT RESOLVED, that the City of **Columbus**, in the County(ies) of **Columbia And Dodge**, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of **Eight Hundred Thousand And 00/100 Dollars (\$800,000.00)** for the purpose of **financing the purchase of land for fire station and library** and for no other purpose.

The loan is to be payable within **20** years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of **3.50** percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property, within the City of **Columbus**, in the County(ies) of **Columbia And Dodge**, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the City of **Columbus** by such loan from the state be applied or paid out for any purpose except **financing the purchase of land for fire station and library** without the consent of the Board of Commissioners of Public Lands.

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the **Mayor** and clerk of the City of **Columbus**, in the County(ies) of **Columbia And Dodge**, Wisconsin, are authorized and empowered, in the name of the city to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the city pursuant to this resolution. The **Mayor** and clerk of the city will perform all necessary actions to fully carry out the provisions of Chapter 24, Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this city forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

**RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY**

Alderman \_\_\_\_\_ moved adoption of the foregoing preamble and resolutions.

The question being upon the adoption of the foregoing preamble and resolutions, a vote was taken by ayes and noes, which resulted as follows:

- |     |          |       |       |       |
|-----|----------|-------|-------|-------|
| 1.  | Alderman | _____ | voted | _____ |
| 2.  | Alderman | _____ | voted | _____ |
| 3.  | Alderman | _____ | voted | _____ |
| 4.  | Alderman | _____ | voted | _____ |
| 5.  | Alderman | _____ | voted | _____ |
| 6.  | Alderman | _____ | voted | _____ |
| 7.  | Alderman | _____ | voted | _____ |
| 8.  | Alderman | _____ | voted | _____ |
| 9.  | Alderman | _____ | voted | _____ |
| 10. | Alderman | _____ | voted | _____ |
| 11. | Alderman | _____ | voted | _____ |
| 12. | Alderman | _____ | voted | _____ |

A majority of the members of the common council of the City of **Columbus**, in the County(ies) of **Columbia And Dodge**, State of Wisconsin, having voted in favor of the preamble and resolutions, they were declared adopted.

STATE OF WISCONSIN

County(ies) of **Columbia And Dodge**

I, \_\_\_\_\_, Clerk of the City of **Columbus**, in the County(ies) of **Columbia And Dodge**, State of Wisconsin, do hereby certify that the foregoing is a true copy of the record of the proceedings of the common council of the City of **Columbus** at a meeting held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, relating to a loan from the State Trust Funds; that I have compared the same with the original record thereof in my custody as clerk and that the same is a true copy thereof, and the whole of such original record.

I further certify that the common council of the City of **Columbus**, County(ies) of **Columbia And Dodge**, is constituted by law to have \_\_\_\_\_ members, and that the original of said preamble and resolutions was adopted at the meeting of the common council by a vote of \_\_\_\_\_ ayes to \_\_\_\_\_ noes and that the vote was taken in the manner provided by law and that the proceedings are fully recorded in the records of the city.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the City of **Columbus** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk (Signature)

\_\_\_\_\_  
Clerk (Print or Type Name)

City of **Columbus**

County(ies) of **Columbia And Dodge**

State of Wisconsin

**RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY**

STATE OF WISCONSIN  
COUNTY(IES) OF **COLUMBIA AND DODGE**

TO: THE BOARD OF COMMISSIONERS OF PUBLIC LANDS

I, \_\_\_\_\_, Clerk of the City of **Columbus**, County(ies) of **Columbia And Dodge**, State of Wisconsin, do hereby certify that it appears by the books, files and records in my office that the valuation of all taxable property in the City of **Columbus** is as follows:

EQUALIZED VALUATION FOR THE YEAR 20\_\_\_\_\_ \* \$ \_\_\_\_\_

\* Latest year available

I further certify that the whole existing indebtedness of the City of **Columbus**, County(ies) of **Columbia And Dodge**, State of Wisconsin, is as follows (list each item of indebtedness):

NAME OF CREDITOR	PRINCIPAL BALANCE (EXCLUDING INTEREST)
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL INDEBTEDNESS:	\$ _____

\_\_\_\_\_  
Clerk (Signature)

\_\_\_\_\_  
Clerk (Print or Type Name)

City of **Columbus**

County(ies) of **Columbia And Dodge**,

State of Wisconsin

\_\_\_\_\_, 20\_\_\_\_\_  
Date

THE TOTAL INDEBTEDNESS, INCLUDING THE TRUST FUND LOAN APPLIED FOR, MAY NOT EXCEED 5% OF THE VALUATION OF THE TAXABLE PROPERTY AS EQUALIZED FOR STATE PURPOSES. (Sec. 24.63(1), Wis. Stats., 1989-90)

**RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY**



**BCPL State Trust Fund Loan Program  
Anticipated Schedule of Disbursements**

---

City of Columbus  
Worksheet # 05604591  
Finance Purchase Of Land For Fire Station And Library  
\$800,000.00

Please tell us when you anticipate the need for loan funds:

Disbursement Date	Disbursement Amount
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**NOTE:** Fill out this form using your best estimates as of the loan application date. *This is not an actual disbursement form.* We request this information to help us better manage the investment of State of Wisconsin Trust Funds. After your loan has been approved, you will receive a "Request for Loan Disbursement" form to request the actual distribution of funds.

Please return form to:

Board of Commissioners of Public Lands  
PO Box 8943  
Madison, WI 53708-8943

fax 608.267.2787  
[richard.sneider@wisconsin.gov](mailto:richard.sneider@wisconsin.gov)

# 2016 AGENDA ITEM

MEETING DATE: December 5, 2016

AGENDA ITEM: Administrator Contract

## DETAILED DESCRIPTION OF SUBJECT MATTER:

Per the discussion in closed session at the November 15<sup>th</sup> meeting, attached is an updated City Administrator contract, reflecting the 1.5% pay increase.

I also tweaked the language related to the evaluation process, removing information on dates and timing and leaving it a bit more broad.

Otherwise the document is the same as it has been with dates and the salary piece changed.

## EMPLOYMENT AGREEMENT

This Agreement is made as of the 5<sup>th</sup> day of December between the Common Council on behalf of the City of Columbus, Wisconsin, herein called "City", and Patrick B. Vander Sanden herein called "Employee".

### RECITALS

1. Common Council for the City desires for the City to employ Employee as City Administrator.
2. Employee desires to be employed by the City as City Administrator.
3. The parties intend to set forth herein the terms and conditions of such employment.

NOW, THEREFORE, in consideration of services satisfactorily performed, the City and Employee agree as follows:

1. **EMPLOYMENT:** City agrees to employ Employee and Employee agrees to be employed by the City as City Administrator subject to the terms and conditions of this Agreement. Employee's employment shall begin no later than May 20, 2013 and shall hold office for an indefinite period subject to removal at any time by a majority vote of the common council. Employee shall devote Employee's full time, energy, skills and best efforts to the performance of the services and duties and at such time and place as the Council or Mayor may need or direct, including performing the duties and obligations customarily performed by an Administrator of a municipality of comparable size offering comparable services. Employee shall perform the duties and responsibilities set forth in the Municipal Code, as amended from time to time in the Council's discretion and a copy as currently exists in Section 2-220 attached hereto as Addendum A, and as set forth in job description for the City Administrator, as amended from time to time in the Council's discretion and a copy as currently exists attached hereto as Addendum B. In the event of conflict between the provisions of Addendum A and the terms of this Agreement, then Addendum A, or as modified by the Council hereafter, shall control. Employee shall be required to maintain office hours at City Hall from 8:00 a.m. to 5:00 p.m. with one (1) hour provided for lunch and taking exception for absences during which Employee is conducting business outside of City Hall and other authorized absences. As a requirement of Employee's salaried position, Employee shall be required to attend City Council meetings, work sessions and other functions requiring representation on behalf of the City beyond the business day.

2. **SALARY:** City shall pay Employee an annual base Salary of \$80,048, effective May 20, 2016, with a lump-sum payment to be made to cover the period of May 20 to December 5, 2016. Any future salary adjustments shall be set forth by the Common Council and based on performance reviews, which take into consideration adherence to goals and objectives established by the Mayor and Council. Salary for a given workday or workweek shall only be paid if earned as time worked according to applicable law or through use of paid time off, and is only subject to deduction as permitted by applicable law. All salary paid pursuant to this provision shall be subject to withholding for applicable taxes and as otherwise required by law, and paid according to the City's customary payroll practices.

3. **BENEFITS:** Employee's eligibility to receive fringe benefits, including vacation, sick leave, and holiday benefits, is determined by the prevailing personnel policies of the City and in accordance with the general provisions of the City's fringe benefit plans or programs available to Employee. Employee understands that any fringe benefits may be increased, changed, eliminated or added from time to time as determined in the City's sole and absolute discretion or in the discretion of the fringe benefit plan provider or insurer. Instead of the vacation and sick leave benefits eligibility and accrual requirements and provisions in the prevailing personnel policies of the City, the Employee shall have accruals for vacation leave specifically determined as follows:

A. Vacation Accrual. Employee shall continue to receive two (2) years of service for purposes of calculating vacation leave benefits under the prevailing personnel policies of the City. Unused vacation leave may not be carried over except with written consent of the Mayor issued prior to the time vacation leave must be used. Accrued but unused vacation leave is paid upon termination of employment or resignation unless otherwise designated in this Agreement.

4. **BUSINESS EXPENSES:** City will pay or reimburse Employee for reasonable and authorized business expenses actually incurred by Employee directly related to the performance of Employee's services hereunder upon presentation of expense statements, vouchers or similar documentation, or such other supporting information as the Council may require of Employee. The City shall be responsible for the payment of Employee's costs of maintaining membership in the Wisconsin City/County Management Association, (WCMA), and the International City/County Management Association, (ICMA). The Employee may attend annual conferences of the WCMA and the ICMA whenever sufficient funds are available and if authorized by the Mayor and Common Council. With prior approval of the Common Council, Employee may partake in out of state conferences and training programs directly related to the duties of the City Administrator.

5. **RESIDENCY REQUIREMENT AND MOVING AND RELOCATION EXPENSES:** Employee shall continue his primary personal full-time residence within the official city limits of the City of Columbus during the term of employment.

6. **OUTSIDE EMPLOYMENT:** Employee shall devote full time and efforts to employment with the City and shall not be employed elsewhere or self-employed in any capacity without prior written approval of the Council, provided, however, that Employee may serve on the boards of charitable or civic organizations so long as such services do not materially interfere with Employee's duties and obligations pursuant to Employee's employment.

## 7. **TERMINATION**

A. Termination by Employee. Upon thirty (30) days written notice to City, Employee may terminate the employment relationship and this Agreement for any reason or no reason and such termination shall be treated as a resignation. Upon receipt of such written notice, City may elect to terminate Employee at any time and any reason, and such termination shall be treated as a Termination by Employee and as a resignation. If requested by the City Council President or Mayor, then the Employee shall perform his/her duties as City Administrator for a minimum of ten (10) days during said thirty (30) day notice period. The City shall have no obligation to pay out Employee's accrued but unused vacation, sick or other leave in the event Employee fails to satisfactorily perform these duties for a minimum of ten days if requested by the City. This Agreement shall terminate immediately upon Employee's death. The City shall, not later than thirty days after Employee's date of death, pay to Employee's estate or designated beneficiary or beneficiaries all earned but unpaid salary with respect to any pay period ending on or before Employee's date of death.

B. Termination by City.

1. Termination without Cause: The Council, by majority vote of a quorum at a duly-noticed Council meeting, may terminate this Agreement and Employee's employment at any time for any reason or no reason and upon providing written notice to Employee.

2. Termination with Cause. The Council, by majority vote of a quorum at a duly -noticed Council meeting, may terminate this Agreement immediately for cause and upon providing written notice to Employee. For purposes of this Agreement, "Cause" shall mean the Council's good faith determination that Employee has engaged in inefficiency, neglect of duty, malfeasance, misfeasance, misrepresentation, incompetence, willful misconduct, or other conduct deemed detrimental to the

interests of the City as determined by the Council and regardless of whether Employee has received notice and an opportunity to cure such defects in performance.

3. Termination based on Failure to Fully Comply with Residency Requirement. Employee's employment and this Agreement shall terminate immediately in the event the Council notifies Employee that Employee has not established or maintained Employee's personal full-time residence within the residency requirement and timeframe in Section 5 of this Agreement. The determination for whether Employee has complied with Section 5 and established and maintained Employee's personal full-time residence in the city limits shall be reserved to the sole discretion of the Council.

C. Termination by Mutual Agreement. The City and Employee may agree to mutually terminate Employee's employment and this Agreement.

D. Effects of Termination. In the event of a Termination pursuant to Section 7.A., 7.B.2, 7.B.3 or 7.C of this Agreement, the parties agree (i) such termination shall be effective immediately on the date identified on the written notice of such termination or earlier if the City exercises its right to terminate Employee's employment prior to that date under Section 7.A; (ii) Employee shall have no further obligations hereunder following the date of Termination, except Employee's obligations to return all property of the City to the City within 48 hours of Employee's termination of employment; (iii) City shall have no obligations or liabilities to pay Employee's unearned Salary or to pay or continue to provide any benefits to Employee except as required by law or this agreement. In the event of a Termination pursuant to Section 7.B.1 of this Agreement, the parties agree (i) such termination shall be effective immediately on the date identified on the written notice of such termination; (ii) Employee shall have no further obligations hereunder following the date of termination, except Employee's obligations to return all property of the City to the City within 48 hours of Employee's termination of employment; (iii) City shall have no further obligations or liabilities to pay Employee's unearned Salary or to pay or continue to provide any benefits to Employee except as required by law or this agreement; and (iv) within thirty (30) calendar days following the termination date, the City shall pay to Employee a lump sum payment equivalent to five, (5), months' salary in the amount the Employee's Salary existed on the termination date (the "Severance Payment"). Employee shall be entitled to no other payments from the City, and Employee hereby waives any other damages, compensation or benefits that he might otherwise be eligible to receive in lieu of the guaranteed Severance Payment based on termination without cause. In consideration for the terms of this Agreement and the benefits available to Employee, Employee covenants and agrees that Employee shall promptly return the full Severance Payment made to Employee in the event Employee commences any legal action against the City or such legal action is commenced against the City on Employee's behalf, and Employee further covenants and agrees that Employee shall promptly pay for all attorneys' fees incurred by the City in the defense of any action commenced by or on behalf of Employee against the City, regardless of outcome, and Employee covenants and agrees that Employee will stipulate in any litigation that the maximum damages available to Employee, including attorneys' fees, shall be an amount not to exceed the Severance Payment.

8. **PERFORMANCE EVALUATION:** A review of the Employee's performance shall be conducted at least once annually on or as practical by the Mayor and Council according to procedures and criteria determined jointly by the City and the Employee, and Employee shall act to ensure this review by the Mayor and Council occurs. The review shall include an evaluation of the Employee's performance in accomplishing such goals and objectives as the Mayor and Council establish, from time to time, which shall be generally attainable given the annual operating and capital budgets of the City and the other resources and time available to the Employee. The review process shall provide to the Employee an adequate opportunity to discuss the evaluation with the Mayor and Council.

9. **AUTOMOBILE:** The Employee shall have a privately owned motor vehicle available for duties associated with this agreement and shall be reimbursed for the use of a private motor vehicle utilized in the

course of his employment at the rate of \$100 per month for all travel within the city limits of Columbus. For all travel beyond the city limits, the Employee shall be reimbursed on a per mile basis at the current IRS approved mileage reimbursement rates. All reimbursement shall be payable on a monthly basis.

10. **NOTICES**: All notices, requests, consents and other communications required or permitted to be given under this Agreement, shall be made in writing and shall be deemed to have been duly given if delivered personally or sent by first-class (registered or certified) mail as follows (or to such other or additional address as either party shall designate by notice in writing to the other in accordance herewith):

If to the City:                   City of Columbus  
  105 N. Dickason Blvd.  
  Columbus, WI 53925  
  Attn: City Clerk

If to Employee:               Employee's address in the personnel records of the City

11. **GENERAL PROVISIONS**: This Agreement shall be construed and enforced in accord with the laws of the State of Wisconsin. This Agreement is the product of mutual negotiations and no rules of strict construction shall be applicable against either party. It constitutes the entire agreement between the parties as to issues provided for in this Agreement and the employment of Employee as the City Administrator. Any prior statements or representations or subsequent statements or representations not reduced to written agreement amending this Agreement shall not bind the parties. This Agreement can be amended only by an agreement in writing signed by the Employee and as approved at a duly noticed meeting of the Council. No waiver by a party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant contained in this Agreement. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, the offending provision will be deemed amended or deleted to the extent necessary to conform to the applicable law and the remaining provisions shall be deemed to be in full force and effect. This Agreement may be executed in counterparts and shall be as effective as if executed on one document. Facsimile or electronic signatures shall be as effective and valid as original signatures. This Agreement shall only be valid and binding upon the signatures of all parties.

**CITY OF COLUMBUS**

**EMPLOYEE**

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

By: \_\_\_\_\_  
Patrick B. Vander Sanden

Approved by the City of Columbus Common Council on December 5, 2016 and acknowledged in the minutes of that meeting.

# 2016 AGENDA ITEM

**MEETING DATE:** December 5, 2016

**AGENDA ITEM:** Anton Claim on Door Damage

**DETAILED DESCRIPTION OF SUBJECT MATTER:**

Attached is a series of documents related to a claim from city resident Jeff Anton, who claims liability of the City because during a police call, Columbus Police Officers damaged his front door.

The original information Jeff sent to me was in August. I conferred with Atty Johnson on the next steps and determined the next step was to submit the information to Dennis Buchda to submit to EMC Insurance, the City's carrier. State Statutes give the City 120 days from the date of claim to take action (or non-action on the claim). This is similar to the recent claim that was processed related to an injury situation with a child in Hillside Cemetery.

I wanted the definitive response from EMC before going to Council with it. We received a letter from EMC denying this claim on November 28<sup>th</sup>. (Letter is attached).

The 120-day window to act on this claim ends on December 14<sup>th</sup>. No action on the claim is the same as a denial. However, I feel it is important for the Council to be aware of the incident and have the ability to take action if it desires. However, again the arrival of the EMC response prohibits us from putting the issue up on a Committee of the Whole meeting first, which is why this is on the Regular Agenda, as the next Council meeting would fall after the deadline. In hindsight I could have had this on the last Committee of the Whole with the message that the EMC action was pending, but the EMC action could have bearing on any City action on this.

**ACTION REQUESTED OF COUNCIL:** Consider action on Anton Claim against the City relative to his damaged door.

Milwaukee Claim Department

COPY



November 28, 2016

JEFFREY AND CATHY ANTON  
109 HILLCREST CT  
COLUMBUS WI 53925-2301

RE: Insured: City Of Columbus  
Claim Number: 1266505  
Loss Date: 5/14/2016  
Claimant: Jeffrey and Cathy Anton

Dear Jeffrey and Cathy Anton:

I am in receipt of the Notice of Claim that is being presented to our insured for the damages to your garage door.

Based on our investigation, the City of Columbus will not be legally liable for this incident. Therefore, I will not be able to offer any compensation. However, if you disagree with our position, you can request your claim as an agenda item with the City of Columbus.

Please feel free to contact me at (262) 717-3968 with any questions.

Sincerely,

Paul Kasdorf  
Sr. Claims Adjuster  
[paul.c.kasdorf@emcins.com](mailto:paul.c.kasdorf@emcins.com)

NOV 30 2016

CC: CITY OF COLUMBUS  
105 N DICKASON BLVD  
COLUMBUS WI 53925-1565

CC: RICHARDS INS OF COLUMBUS  
PO BOX 32  
COLUMBUS WI 53925-0032

P.O. Box 327 | Brookfield, WI 53008-0327 | 262.717.3900 | 855.495.1800 | F 888.992.6125 | [milwaukee.claims@emcins.com](mailto:milwaukee.claims@emcins.com) | [www.emcins.com](http://www.emcins.com)

Employers Mutual Casualty Company  
EMCASCOS Insurance Company  
EMC Reinsurance Company

Illinois EMCASCOS Insurance Company  
Dakota Fire Insurance Company  
EMC Property & Casualty Company

Union Insurance Company of Providence  
Hamilton Mutual Insurance Company  
EMC Risk Services, LLC

EMC Underwriters, LLC  
EMC National Life Company (affiliate)

**Jeffrey & Catherine Anton**  
**109 Hillcrest Court**  
**Columbus, WI 53925**  
**608-212-8991 (Jeff)**  
**608-843-7796 (Cathy)**

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

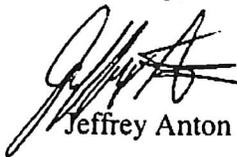
August 11, 2016

Dear Patrick,

I am asking the City of Columbus for reimbursement for the damage done to our garage entry door. The door needs to be replaced due to the Columbus Police Department forcing their way into our home on the night of May 14, 2016. I was instructed by David Snow Law Office to submit this claim since the entry into our home was a violation of our rights, since at no time did my wife or I give them permission to do so.

The forced entry damaged the door and the frame, so the entire unit needs to be replaced. Attached is an estimate for the replacement. My wife was the one who did all the communication with the police that evening so also attached is her sworn affidavit of events that evening. If you have further questions on this feel free to give either one of us a call.

Sincerely,



Jeffrey Anton

# KEATING CONSTRUCTION

JASON KEATING  
W1673 County K  
Columbus, WI 53925  
920-382-9560

PROPOSAL: August 10, 2016

Work to be performed at:

Email	<u>Antoninsuranceagency@gmail.com</u>
-------	---------------------------------------

We hereby propose to furnish all the materials and perform all the labor necessary for man-door replacement/garage:

1. Remove siding directly around door to include door trim
2. Prep rough opening for door installation
3. Install new garage door to rough opening/including weather sealants
4. Install interior trim
5. Install siding directly around door
6. Install exterior trim & paint

All material is guaranteed to be as specified, and the above work to be performed in a professional manner for a sum of \$1,200.00.

Payment as follows: **TWO-THIRDS DOWN PAYMENT AT SIGNING WITH PAYMENT IN FULL UPON COMPLETION.** Please make checks payable to Jason Keating.

Any alteration or deviation from above involving extra costs will be executed upon written orders, and will become an extra charge over and above this estimate. Contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work.

Respectfully submitted,

Jason Keating, Keating Construction

## ACCEPTANCE OF PROPOSAL

Accepted	Signature	Date
_____	_____	_____
_____	_____	_____

**Submitted To:**

**Anton, Jeff & Catherine**

109 Hillcrest Ct.  
 Columbus, WI 53925  
 (920) 623-9305  
 antonins@sbcglobal.net

Dwelling Contractor Qualifier Certification No.  
 916299

Dwelling Contractor Certification No.  
 1139272

Estimate Number  
 2016-08-11-1016

**Notes:**

**Proposal Summary:**

Garage Service Door Replacement

We hereby propose to furnish material and labor -complete in accordance with attached specifications, for the sum of: \$1,224.81

Proposal prices are guaranteed for 30 days. Proposals signed more than 30 days after submittal are subject to additional charges

**Payment Terms**

The Owner and the Contractor acknowledge that the Owner will pay a sum of Five Hundred Dollars, (\$500.00), upon signing of this contract and before construction begins as a deposit and part of the purchase price of the project. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard installation and construction practices. Any alteration or deviation from proposal specifications involving extra costs will be executed only upon written authorization in the form of a change order, 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.

*Randall J. Weinberger*

8/11/2016

Authorized Signature

Date

**Acceptance of Proposal:** The above prices, attached specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Notice of Lien Rights**

As required by the State of Wisconsin construction lien law, Randall's Remodeling & Restoration, Inc., hereby notifies buyer that persons or companies furnishing labor or materials for the construction on buyers land may have lien rights on the land and on the buildings on that land if they are not paid for such labor or materials. Those entitled to lien rights in addition to Randall's Remodeling & Restoration, Inc., are those who contract directly with the buyer or those who give the buyer notice within 60 days after they first furnish labor or materials for construction. Accordingly, the buyer will probably receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to his mortgage lender, if any. Randall's Remodeling & Restoration, Inc., agrees to cooperate with the buyer and his lender, if any, to see that all potential lien claimants are duly paid.

2016-08-11-1016

**DESCRIPTION****QNTY**

Single axle dump truck - per load - including dump fees	0.35 EA
Exterior door - metal - insulated / wood - High grade	1.00 EA
2/8 x 6/8 TS210 Traditions Steel Door -Left Hand Inswing	
2 3/4" Backset -Double Bore (2 1/8" Dia. Bore) w/Deadbolt Strike Prep	
Set of Ball Bearing Hinges -Satin Brass	
White Aluminum Clad Frame w/ Primed DuraFrame Interior - 4 9/16" Jamb w/Crown Line Exterior Trim	
Compression Weatherstrip	
Composite Adjustable -Mill Finish Sill	
Detach & Reset Siding - vinyl	100.00 SF
Detach & Reset Deadbolt - Standard grade	1.00 EA
Detach & Reset Door lockset - exterior	1.00 EA
Prime & paint door slab only - exterior (per side)	2.00 EA



8. The officer again asked to enter the home. I told him no.

9. At that point, the officer said he was supposed to be off duty at 10 p.m., and that he was already going to be at least another 2 hours as it was.

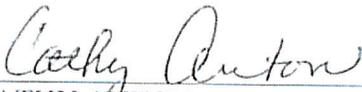
10. I again told him I wanted to check and see where my kids were. He gave me his phone number (920) 319-2390 and asked that I call him after I checked.

11. During a subsequent call, the officer informed me that the evening could end one of two ways: 1) Alex lets them in tonight, or 2) they leave and come back tomorrow and give Alex every citation they could think of, impound our car, and cite me for obstruction. He gave me 10 minutes to call him back.

12. When I called back 10 minutes later, the officer told me they had already broken into my home and taken Alex into custody.

13. At no time did I give the officers permission to enter my home. In fact, I repeatedly told them they could not enter.

14. At no time did they tell me that they believed Alex was in distress or injured in any way.

  
\_\_\_\_\_  
CATHY ANTON

Subscribed and sworn to before  
me on July 28, 2016.

  
\_\_\_\_\_  
Notary Public  
My commission expires 17 per.m.

# 2016 AGENDA ITEM COMMON COUNCIL MEETING

Meeting date: December 6, 2016

## DETAILED DESCRIPTION OF SUBJECT MATTER:

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

- Lupita Avila
- Brittany Bergum
- Joshua Goen
- Theresa Sharrow
- Robin Salzwedel

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

*None*

## MOTION REQUESTED OF COUNCIL:

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

# 2016 AGENDA ITEM

Council Meeting date: DECEMBER 5, 2016

SUBJECT: Approve Monthly Claims through November 28, 2016

ADMINISTRATION	\$	55,990.32	
TREASURER	\$	131,734.74	
PAYROLL	\$	705.43	
TOTAL ADMINISTRATION:	\$	188,430.49	
AQUATIC CENTER	\$	1,097.52	
CABLE	\$	4,186.00	
CAPITAL PROJECTS	\$	278,734.24	
COMMUNITY ECONOMIC DEVELOPMENT	\$	3,007.26	
DEBT PAYMENTS	\$	-	(none)
FIRE DEPARTMENT	\$	1,474.76	
HISTORIC LAND PRESERVATION	\$	260.96	
LIBRARY	\$	6,858.31	
POLICE DEPARTMENT	\$	4,025.36	
PUBLIC WORKS DEPARTMENT	\$	40,354.05	
RECREATION DEPARTMENT	\$	2,501.57	
SENIOR CENTER	\$	3,326.68	
SEWER UTILITY	\$	2,226.78	
TAX INCREMENTAL FINANCIAL DISTRICT	\$	851.00	
TOTAL ALL CLAIMS:	\$	537,334.98	

LIST ALL SUPPORTING DOCUMENTATION:

NAME OF DOCUMENT(S): Claims Packet through 11/28/16  
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 \$ 537,334.98